

REPUBLIC OF RWANDA



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Voluntary Land Donation (VLD) Report

Rwanda Urban Development Project

June 2017

The Voluntary Land Donation Report in lieu of an Abbreviated
Resettlement Action Plan for Rusizi District

1. INTRODUCTION

This document is the report on the voluntary land donation agreement between Rusizi District and the people in this district who will be affected by Phase I investments of Rwanda Urban Development project (RUDP) in Rusizi District. RUDP covers 6 secondary cities (Nyagatare, Rusizi, Rubavu, Musanze, Muhanga, Huye) and will be implemented in two phases, whereby Phase II investments will commence after the successful completion of Phase I investments.

In Rusizi District, Phase I investments comprise a 5.1 Kilometre road to be constructed - Kadasomwa – District headquarters – Rusizi Stadium – RSSB bureau. It covers R1, R2, and R3. Although the feasibility study had indicated that no household will be affected in phase I investments, after the detailed Engineering design study of Phase I investments in Rusizi investments, it was established that only 3 boundary walls (fences) will be partially affected. The fences belong to Cyangugu Diocese and two other inhabitants of Kamembe Sector, Rusizi District.

The PAPs are socioeconomically stable and as they indicated, they were only looking forward to seeing the investments started. Their land as well as the cost of moving and rebuilding their fences were valued as follows One Million Two Hundred and Fifty Thousand Rwandan Francs(1,250,000Frw)¹.

After a series of consultation meetings with Rusizi District officials, these PAPs expressed that given the importance they attach to the project investments (roads) as well as the value that their houses and land will have after the roads are constructed, they decided to voluntarily donate their land to the project and move their fences without charging any compensation. As they indicated, they did this without being pressured, and they knew very well the compensation they would get if they did not want to donate their land. They said that this was their contribution towards the success of the investments they qualified as extremely important to them.

2. VOLUNTARY LAND DONATION PROCESS

In cases there is voluntary land donation, defined as when people or communities agree to voluntarily provide land in exchange for benefits or services related to the project, the World Bank requirements must be met:

¹This is equivalent to \$1,499.80 at 1USD = 833.44 RWF

- The act of donation is undertaken without coercion, manipulation, or any form of pressure on the part of public or traditional authorities;
- The potential donor is aware that refusal or to say no is an option without any consequences, and that right of refusal is specified in the donation document the donor will sign;
- Land to be donated must be identified by the District in coordination with the community for the project that have been selected; the impacts of proposed activities on donated land must be fully explained to the donor;
- The donor may negotiate compensation (in full or in part) or alternative forms of benefits as a condition for donation;
- Donation of land cannot occur if it requires any household relocation. The land must be free of squatters, encroachers or other claims or encumbrances;
- For community or collective land, donation can only occur with the consent of the individual's owners of the land;
- Verification must be obtained from each person donating land (either through proper documentation or through confirmation by at least two witnesses);
- The implementing agency establishes that the land to be donated is free of encumbrances or encroachment and registers the donated land in an official land registry;
- Voluntary land donation will not be permitted in cases of site-specific infrastructure as community pressure could be too onerous for a person to refuse, thus removing the power of choice;
- In case that the donated land was not used for it is agreed purpose then the District needs to have a written agreement from the land donor that they agree to use the land for the new purpose, otherwise the District will return the land to the owner;
- There should be no coercion, manipulation or pressure from the community or public or traditional authorities for individuals to voluntary donate land;
- The impacts must be minor, that is, involve no more than 10 percent of the area of any holding, no significant adverse impacts on incomes and require no physical relocation. The proportion of land that may be donated cannot exceed the area required to maintain the donor's livelihood or that of his/her household. Documentation for VLD provided below should be sufficient to verify this;
- The infrastructure must not be site specific.

In cases of voluntary land donation, RUDP will need to confirm the above criteria are met as well ensure that voluntary land donation was not done through coercion.

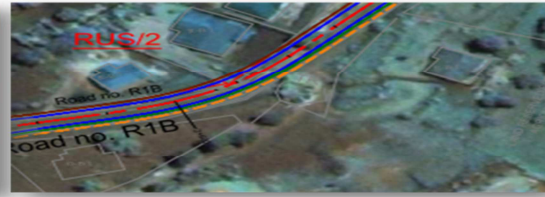
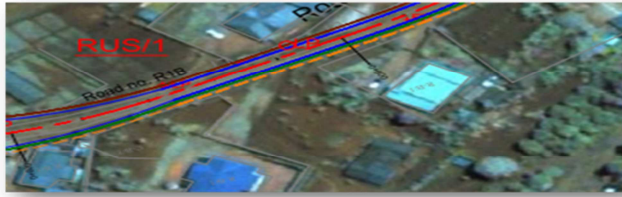
In RUDP Rusizi Phase I Investments, three (3) affected people were willing to donate portions of their land to construct new roads as well as the construction of drainages. The District of Rusizi and the affected people (PAPs) signed an agreement between themselves as a proof that these people knowingly and willingly donated their portions of land without compensation.

A site visit was conducted by the RUDP Social safeguard specialist to assess the likely adverse impact to these PAPs before the signing of the agreement aimed to voluntarily donate land, after the assessment, it was found out that no one will lose more than 5% of the total productive assets and hence, these people will not be negatively impacted by their decision to donate their land. On top of that, there will not be any physical relocation caused by the project implementation. Below are photos of the boundary walls that will be affected;



The three boundary walls that will be partially damaged during the construction of the roads

The total number of the affected people were three (3) and all voluntarily donated their portions of land, the agreement between the District of Rusizi and the affected people was centred on the meeting held on 12th /10/ 2016 were these people freely accepted to donate their portions of land to construct the proposed roads and drainages.



Owners of the three fences to be affected have accepted that the fences will be removed and be reconstructed after the completion of roads project

Map of the three indicating the road right of way

Furthermore, the reached an agreement between the District and the affected people was structured in the following format.

- The Owner of the land signed as a proof that he or she accepts to voluntarily donate a portion of his land and he will not be compensated for it.
- The Mayor signed on behalf of the District of Rusizi
- The Sector authorities and village leaders signed as witnesses on the agreement

Below is the table showing the names of all affected people, names of the Road and the amount of Money set aside by the District of Rusizi to compensate the affected people.

NAMES	NAME OF ROAD	ASSET TO BE AFFECTED	SIZE OF LAND DONATED(m²)	AMOUNT OF MONEY SUPPOSED TO HAVE BEEN COMPANSATED (frw)
PAP 1	R2B	Boundary Wall	20	250,000
PAP 2	R1b	Boundary Wall	40	300,000
PAP 3	R3	Boundary Wall	120	700,000

3. PREPARATION OF NEW LAND TITTLES

Normally when an individual needs a new land tittle, he or she is obliged to pay for the new land tittle, however, due to the fact that the change of the land titles was caused by the construction of public infrastructures, the District will issue new land tittles without any cost.

4. VOLUNTARY RESETTLEMENT

This is when people are not obliged to move and the land acquirer cannot resort to expropriation or other compulsory procedures if negotiations fail.

5. PUBLIC CONSULTATIONS

The District of Rusizi had consultations with all three (3) affected people who donated their portion of land..

6. CUT-OFF DATE

The assets survey is normally conducted after the declaration of the cut-off date. The cut-off date is the date designated by the project sponsor that serves as a cut-off date period for its obligation to compensate affected eligible assets and is based on disclosure. The date is agreed with the Government, traditional authorities and must confirm with the laws of the land. Persons occupying the project area after the cut-off date are not eligible for compensation and/or resettlement assistance. Any fixed assets such as built structures, crops, fruit trees, wood lots established after the cut-off date and completion of the assets inventory and proper disclosure will not be compensated.

The cut-off date is defined by the IFC and the World Bank as the date of completion of the census and assets inventory of persons affected by the project. Any person occupying the project area after the cut-off date are not eligible for compensation and/or resettlement assistance.

7. GRIEVANCE MANAGEMENT AND REDRESS

The grievance redress mechanism (GRM) has been appropriately articulated in the resettlement policy framework (RPF) and is for the benefit of both the project and the PAPs so as to amicably and in a timely manner solve any conflicts and grievances that may arise with the implementation of the agreements between the Rusizi District and the PAPs under RUDP Phase I investments in Rusizi District. A Resettlement and Compensation Committee, including representatives of the PAPs, women, youths, local authorities, and those designated by law from the District Leadership was set up to guide the implementation of the land donation agreement and expedite any handling of grievances that may arise in the process.

In case of any dissatisfaction, it was made clear to the PAPs that the complaint should be recorded and filed with Cell leadership for onward consideration by the Resettlement and Compensation Committee put in place for purposes of the RUDP project in Rusizi City. If the grievance is not resolved via the local leadership structure, and the Project Coordination Unit, the complainant final resort shall be to file the case to the competent Court of Law. Affected people have been informed of the procedures before their assets are taken. The Rusizi District and Rwanda Urban Development Project will closely follow up the aggrieved PAPs at each level to ensure that the grievances are resolved in a transparent manner.

