



# REMEDIAL ACTION PLAN FOR AKIIRA GEOTHERMAL LIMITED

GOWUOR

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# 1 BACKGROUND AND CONTEXT

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## 1.1 Purpose and Objectives

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This document is based on the IBIS draft remedial action plan (ref 0131-1803). The document has been prepared by Akira Geothermal Limited (AGL) as the Remedial Action Plan (RemAP) for the Akiira 1 Geothermal (AGL) project. It was developed as a high-level framework to identify the eligibility and entitlements of affected parties and to guide actions to be led by AGL to provide a remedy in relation to impacts associated with the eviction process in November 2019.

It is intended to be read in conjunction with the Resettlement Policy Framework (dated July 2022 which was developed following a Fact-Finding Study commissioned by European Investment Bank (EIB) into grievances received in relation to the eviction process (dated November 2020).

This document is not a full Resettlement Action Plan (RAP) according to either International Finance Corporation (IFC) or EIB Standards and does not contain detailed compensation packages, or implementation steps, budgeting, or resource requirements against a timeframe.

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## 1.2 Area context and historical background

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The Akiira 1 Geothermal Ltd (AGL) site is located adjacent to and south of a resettlement area (RapLand) containing people displaced from other geothermal activities that bordered it on the north and west sides. RapLand is the closest source of public services such as water supply, education, health and local government administration, for neighbouring communities still living outside of the geothermal sites. As such it draws people into RapLand to use these when necessary.

Against the residents of RapLand's wishes, fence lines were put up<sup>1</sup> north and south of the residential area by Kenya Electricity Generating Company PLC (KenGen) limiting the passage of animals beyond the fence. By erecting these fences, KenGen has enclaved RapLand meaning that Maasai herders are only able to access pasture in the greater Kedong by crossing through AGL land. This puts the Maasai community in direct contact with the non-Maasai settlers in Kambi Turkana, Mlima Tatu and Lorropil and has contributed to existing tensions between these groups. It was noted in the earlier EIB fact-finding mission that this agreement did not include all stakeholder groups, in particular, non-Maasai neighbours of the project site – that is Kambi Turkana, Lorropil and Mlima Tatu. Surrounding the AGL Project site on all except its northern border is Kedong Ranch. Kedong Ranch is occupied by various groups of ex-employees and their families and associates. Their livelihoods are based on charcoal burning, casual work, and livestock herding. Cattle herders are mainly Maasai. Goat and sheep herders are from various other ethnic groups which historically have been pastoral and agricultural producers, and more recently, pursuing diversified livelihoods practices such as charcoal burning, small businesses, and employment.

The AGL Project site has been used by local people for grazing and for charcoal burning over the past eight years, as the pressure to access new land areas has increased and they have sought grazing and trees for charcoal increasingly higher up the Olkaria highlands. They also entered and used the natural resources inside and around the AGL Project Area. As can be seen by reviewing occupation and settlement patterns in the area, temporary housing was erected and occupied for various years until the resources in each location were exhausted.

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<sup>1</sup> By KenGen.

Encroachment with settlement on AGL land took place in two areas. One is known as Mlima Tatu in the west of AGL's land and another at a location referred to locally as Lorropil<sup>2</sup> in the north of the site, adjacent to the RapLand settlement. The historical account of this encroachment according to community members engaged during the fact-finding and preparation of the RemAP is provided below.

The non-Maasai communities who lived and pursued their livelihoods in Kedong Ranch and AGL lands were not permanent settlers but moved from place to place in search of trees that they could burn to make charcoal. The Kambi Turkana leaders noted that their community settled in their current location (Kedong Ranch) after the Maasai were resettled in RapLand. According to these leaders and Mlima Tatu community, the first permanent settlement created on AGL land was Mlima Tatu. The Mlima Tatu settlement is known locally as Ndonyoni or Lorengelup (in Turkana language this means a place with red soil), and the settlers may have established some form of permanent presence in the area. The Lorropil settlement was created much later than Mlima Tatu and the first settlers were all men who were involved in charcoal burning. Members of both communities built upright houses made of wooden sticks and polythene sheets. These structures were erected after the Maasai community was resettled in RapLand. In the past and due to the migratory nature of these communities, they built temporary houses made of polythene sheets which would be hoisted above gaps in bushes and would provide shelter overnight or when it rains.

There is a perception among Maasai communities that the presence of non-Maasai communities living in Kedong Ranch and close to AGL, creates competition for resources and opportunities that can be obtained from the geothermal companies in the area e.g. jobs, corporate social responsibility (CSR) programmes, etc. Further compounding the existing tensions in the project area, Kedong Ranch has proposed to resettle the Kambi Turkana community on a parcel of land adjacent to AGL's Pad 2 which means that any future activities that AGL may undertake in Pad 2 would have to take into consideration the non-Maasai communities who will be its immediate neighbour, these activities may include identification of new E&S risks and impacts that may affect the Kambi Turkana community.

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<sup>2</sup> Witness testimonies confirm satellite imagery of the initial occupation of Loropil from around 2013 as reported in the Fact-Finding report to EIB in 2020. The AGL draft Final ESIA by ERM, May 2016 refers to visited temporary settlement sites of herders and results of group discussions with the users of the land to the south and east of Pad 1 in the AGL site – which is Mlima Tatu. Maasai and Turkana households were identified as grazing and producing charcoal in the area. Interviews with Mlima Tatu residents for preparation of this remedial plan, confirmed the presence of Maasai charcoal producers staying for various periods of time in the area since 2018. This is validated by satellite imagery of the Mlima Tatu area inside the AGL project site showing shifting settlements since 2013.

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### 1.3 Project context and changing dynamics

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AGL drilled two exploratory wells on its 1,000-acre site in 2015. Skilled employees for this drilling programme came from various parts of Kenya. During the pre-drilling phase AGL employed local security service providers. It also employed two locally hired CLOs who since 2014 have represented the company to its neighbours in RapLand and south around Kambi Turkana in Kedong/Akiira Ranch. They, together with AGL security staff have been the company-community interface during periods when there are no drilling exploration activities.

AGL's site was acquired from Kedong Ranch – the owner and manager of Kedong and Akiira ranches. Kedong Ranch has sold parts of its land for geothermal, logistical and other industrial development. This trend is likely to continue, seeing Kedong sell off more and more land that is not being used commercially. Kedong land (including AGL's acquired area) was part of a claim by Suswa Maasai that the land was historically theirs. They cited adverse possession, but the case was struck out in court in 2014.

AGL's 2015 Stakeholder Action Plan took this sensitive context on board, it considered the other geothermal companies' stakeholder engagement plans and identified its affected communities to be 'those that are likely to be affected by the impacts of geothermal development including hydrogen sulphide (H<sub>2</sub>S), noise, influx of vehicles and people.' Most of the affected communities according to the Stakeholder Action Plan<sup>3</sup> 'will be within a radius of 5km from the Akiira One Geothermal Company Limited project area'. Suswa was also included as a key community of stakeholders lying outside the impact radius. The four community committees identified as representatives of the Project affected people (PAP) for engagement purposes, were composed exclusively of Maasai. This was based on AGL's understanding of the ambivalence of Maasai relations with other non-Maasai groups living in the area and the former's expressed historic claims to the area.

Pre-2019, neither RapLand nor Akiira had fences and access to resources and services was open. Maasai community maintain their perception of exclusivity of rights to recognition and legitimacy concerning historical entitlement and losses of land and resources in relation to all non-Maasai, including the geothermal companies today.

Satellite images of the location in AGL land called Lorropil, on the border of RapLand, show that the settlement initiated, as the areas adjacent to it in RapLand and on the Kedong/AGL land were vacated during the construction of RapLand. An influx onto the AGL land then took place during the 2019 drilling campaign.

In July 2019, 4,000 acres of Kedong Ranch were awarded to Kitet-Sossion Maasai in an out-of-court settlement by Kedong. While publicly seen as recognition of local people's rights, allegedly this land has been taken by non-local Maasai, further aggravating the local Maasai.

The regional and county government officers reportedly referred to the mixed groups resident on Akiira / Kedong Ranch as 'squatters'<sup>4</sup>. Asserting squatters' rights and claiming adverse possession<sup>5</sup> in this area has only been carried out by Maasai groups using the legislation to vindicate access to their ancestral rights to the land in Kedong for over 10 years<sup>6</sup>. No non-Maasai squatters have made such claims. Akiira project land encroachers at Lorropil and their advocates suggested to the Deputy County Commissioner (DCC) that they were entitled to

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<sup>3</sup> Annex V. Akiira Geothermal Limited Stakeholder Action Plan, in Akiira Geothermal Limited (AGL), Environmental and Social Impact Assessment for the Akiira Geothermal Power Plant in Naivasha Sub County, Nakuru County, Draft Final by ERM, May 2016.

<sup>4</sup> Reference made to Turkana Community Meeting report of 7th November 2017 in which Benson Ebenyo and Daniel Lepariyo participated as 2 of 8 community representatives of the Turkana community they reported that 'Nakuru County considers them as squatters however they consult them for political reasons'.

<sup>5</sup> See the Limitation of Actions Act Cap 22 of the Laws of Kenya, Section 13 for adverse possession claims.

<sup>6</sup> Including Petition N° 57 of 2014, High Court of Kenya, Nakuru (Parkire Stephen Munkasio & 14 others living on land reference no.8396 (i.r 11977) situated in Kedong) v Kedong Ranch Limited & 8 others [2015] eKLR that unsuccessfully claimed 'lawful occupation of the said land on account of it being their ancestral land and communal land...(they) have acquired title to the suit land by adverse possession and/or prescription'.

compensation. According to independent testimonies from the Turkana Community Spokesman, their Advocate, the encroachers themselves and the RapLand Maasai, Lorropil and Mlima Tatu encroachers refusing to leave AGL land up to their eviction in 2019, were aiming to be compensated<sup>7</sup>. To achieve compensation, their self-appointed public representatives (Turkana Community Spokesman and Advocate) tried to demonstrate their having lived for 'a long time in the area'. In other words, he implied their status as 'squatters'. The narrative from Maasai groups from RapLand and Suswa has continuously tried to discredit these claims as they perceive them to be illegitimate and competitive. To enhance their squatter rights, the communities in the area have legally established welfare groups which have been recognised by the regional government officers.

The previous DCC, Lorropil's Advocate and the Kambi Turkana residents themselves all recommended to Lorropil encroachers to move to Kambi Turkana. In addition, the DCC in the presence of the lawyer recommended they should negotiate with Kedong management for land compensation – once they had settled in Kambi Turkana.

Despite these historical positions, the current DCC communicated to the consultant in August 2021 that Kedong may no longer be interested in any long-term land tenure arrangements with Kambi Turkana. Later in January 2022 and again in March 2022, AGL Social Specialist and the current DCC, communicated to IBIS that Kedong Ranch had changed its approach to Kambi Turkana and had decided to provide the community with a parcel of land. The community leaders noted that Kedong had identified land to resettle the community in an area adjacent to AGL's Pad 2. The Kambi Turkana leadership noted that the current DCC had carried out a census and those who had settled in Kambi Turkana but originally lived in Lorropil and Mlima Tatu will not benefit from the Kedong resettlement.

A positive and mutually trusting relationship with its neighbours will need to be re-established by AGL in these circumstances.

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## 1.4 Background to the Remedial Action Plan (RemAP)

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AGL has recorded its engagement with the settlers at the Lorropil site since drilling commenced in 2016. Throughout recorded quarterly community meetings from November 2017 onwards, AGL advised the representatives of the settlers that they should move and that they were not entitled to compensation. In April 2019 AGL made a particular request to the self-appointed representative of Lorropil to stop an influx of encroachers and questioned him on his suspected role in facilitating the influx. A follow-up meeting in May with Lorropil representatives confirmed AGL's suspicions and from then up to the day of the DCC's visit to Lorropil on 22nd June to give a verbal notice for them to leave or face eviction, AGL was present at meetings of the security team and with Kedong management to discuss the encroachers and plan their notification to leave.

Once AGL had completed conveyancing<sup>8</sup> of the 1000 acres of land, on 10th September 2019 it made a formal request<sup>9</sup> to the government to assist in removing people who had encroached on its land.

A second verbally transmitted eviction order on 12th September was reported in the media and was said to have been given by the DCC at his office.

A final notice was given on site on 28th October 2019 giving a week's notice to vacate. Eviction was carried out reportedly by the police. Some shelters were burned down on 3rd and 4th

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<sup>7</sup> Letter of 1<sup>st</sup> November 2019 from Advocate to DCC and copied to AGL and Kedong among others. Nation newspaper of 13 September 2019 and interview with the DCC confirmed position of Turkana representative. All other sources are minuted meetings with affected parties presented to the EIB in the confidential Fact-Finding report of November 2020.

<sup>8</sup> On 22 August 2019.

<sup>9</sup> The request mentions earlier requests for support made to local government and visits by same to the site but these were not recorded as formal eviction orders.

November 2019. Two weeks later, structures at the Mlima Tatu site were burned. Police from Mai Mahiu reportedly identified Kikuyu encroachers from Mai Mahiu among those evicted from Lorropil.

In an effort to test the perceptions of local community stakeholders, a meeting at AGL's office at the end of January 2020 with five representatives from Suswa and six representatives of the RapLand community declared 'broad community support' for the Project. They also reported their satisfaction with the eviction and that no payment of compensation to malefactors (had been made)<sup>10</sup>, especially since they felt recently wronged by Kedong, as Maasai had been evicted, losing land and permanent houses for the dry port project (without compensation).

Post eviction, the local government provided space to shelter people evicted from the Lorropil site with nowhere else to go. The local government allowed those evicted from Lorropil to temporarily take shelter in the compound of in the-yet-to-be-occupied-office of the Chief which is located RapLand and adjacent to the Lorropil settlement. The Kenya National Commission on Human Rights (KNCHR) and Red Cross confirmed that they held interviews, after the evictions in Lorropil, at the Chief's Office in RapLand.

Most of the people evicted from Lorropil (about 35 heads of households) were probably from Mai Mahiu, a town located on the Mai Mahiu – Naivasha Road and which is about 35 kms from Naivasha town. Humanitarian packs<sup>11</sup> were provided by the Red Cross to about 30 households. Red Cross confirmed verbally to IBIS during interviews that about 26 households did not receive humanitarian support because the packs that had been prepared by the organization were insufficient to cater for all the individuals who claimed that they have been evicted from Lorropil. The individuals evicted from Lorropil with or without humanitarian packs from the Red Cross left soon afterward and carried these provisions with them back to their original residential areas or to local settlement sites such as RapLand, Kambi Turkana or nearer Naivasha<sup>12</sup>.

In the case of people who had lived on the Mlima Tatu side of the AGL site, they removed their belongings before eviction, and many subsequently re-established their shelters just outside of AGL's southern boundary. AGL carried out no post-eviction remedial actions.

Following a fact-finding assessment of allegations of forced eviction presented to the EIB's Complaints Mechanism, recommendations were made to strengthen the AGL management team with social expertise able to address the complex issues it was facing. In addition, the preparation of a Resettlement Policy Framework (RPF) to address the company's policy commitment to addressing the loss of access to resources, displacement, forced eviction or property damage caused by the project's activities compliant with EIB's environmental and social standards was recommended as well as an evictees' remedial action plan to be prepared based on the policy framework<sup>13</sup>.

The present document is the Remedial Action Plan for the evictees from AGL's Akiira One project site. As noted above it should be read with the Resettlement Policy Framework dated 19 July 2022.

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<sup>10</sup> Note that this group had previously advised AGL that if it did not remove the encroachers that they would do so themselves.

<sup>11</sup> Red Cross provided two blankets, 1 kitchen set, 2 mats, 2 tarpaulins, 2 pieces of bar soap, 1 mosquito net.

<sup>12</sup> The Consultants observed some of the tarpaulins that had been issued by the Red Cross in one of the homes in RapLand.

<sup>13</sup> It was also recommended that in parallel, a revised Stakeholder Engagement Plan and Security Management Plan be prepared in order to address the changes in stakeholder engagement and involvement that would be needed.

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## 1.5 Consideration and limitations

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- The process of developing this remedial action plan (RemAP) has involved various sequential field visits that resulted from changes and amplification of scope of work.
- In addition, as more information was brought to light by IBIS about the status of the lists of potential project-affected persons (PAPs), especially those who had permanent residences outside of the greater Kedong Ranch, it was made clear that further assessments were required to determine access to remediation. The further assessments were to be carried out by the AGL Social Specialist.
- The main changes resulting from further assessments carried out by IBIS have been refinement of the eligibility criteria and alterations of the remedial actions required covering all eligible PAPs. As a result of the sequential field visits, the number of eligible PAPs rose to include five new claimants from Mlima Tatu.

## 2 LEGISLATIVE FRAMEWORK

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### 2.1 Kenya Legal Framework

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Kenya's human rights obligations are enshrined in the Constitution of Kenya (CoK). The Bill of Rights, Chapter Four of the Constitution, guarantees a number of civil, political, economic, social and cultural rights, and these reflect human rights standards spelt out in international human rights law. Art. 20 of the Constitution indicates that the Bill of Rights applies to all law and binds all State organs and all persons (including business enterprises). Art. 22 provides access to remedy for any person who claims that a right or fundamental freedom in the Bill of Rights has been denied, violated or infringed, or is threatened.

The Constitution guarantees the right to property under Art. 40 and the Law edicts that, the State cannot arbitrarily deprive a person of their property (Art. 40 (3)). Art. 40 (4) indicates that provision may be made to compensate occupants in good faith of land, who have been deprived of their property after the acquisition of land, even if the occupants may not have title to the land. Article 43(1)(b) provides that 'every person has the right to accessible and adequate housing and reasonable standards of sanitation'.

Specific provisions have been made on environmental and land rights which are spelt out in Chapter Five. The Constitution defines three classifications of land – public land which is governed by Art. 62; community land whose provisions are guaranteed in Art. 63 and private land which is spelt out in Art. 64. To implement the provisions of Chapter Five, the National Assembly has enacted land related legislation such as the Land Act, 2012 and the 2016 amendments; the Land Registration Act, 2012; Community Land Act, 2016; and the National Land Commission Act, 2012.

Eviction procedures have been redacted in the Land Laws (Amendment) of 2016 and Regulation of 2017. Eviction is only legal if it follows these procedures. Lawful eviction procedures provide for appeal by notified people to the court to stay an eviction. If just cause is found to be 'historical land injustice' remedies are recommended. The decision of the court is based on the legality of the notification procedure executed, as well as of the claims. The court can protect affected parties from forced eviction.

Kenya Land Policy advocates the government's role in inventorying all squatters, negotiating, and facilitating the regularization of settlements or resettlement with tenure security as appropriate. Squatters hold rights of ownership to land after open, undisturbed, and continuous occupation of the land for 12 years from the time the registered proprietor learns of the invasion. They may make a legal claim of ownership based on 'adverse possession' for the land they occupy.

The Trespass Act (L.N.1964, Rev 2012) provides for the owner or police to arrest trespassers without a warrant but they should proceed to the magistrate immediately following. The court may convict and order the trespasser to leave within a specified period. Failing to follow the order, the court authorises an administrative or a police officer to remove the person and belongings<sup>14</sup>.

In September 2021, Kenya became the first African state to develop a National Action Plan on Business and Human Rights (BHR NAP)2020-2025. The Kenya NAP was formally approved by the National Assembly and provides a regulatory framework for BHR, in accordance with the United Nations Guiding Principles on Business and Human Rights (UNGPs). The Kenya NAP stipulates national policy priorities on BHR, with a focus on five substantive themes: (1) Land and Natural Resources; (2) Revenue Transparency; (3) Environmental Protection; (4) Labour;

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<sup>14</sup> Thus, when a private landowner asks unlawful occupiers to leave, repeatedly, and they do not, the owner can : 1. Take them to court as trespassers, where penalties and eviction could be found necessary, applied for, then ordered formally; or 2. Using a formal document (Form LA.57) directly serve them notice to vacate within at least 3 months, after which period, the next formal action to remove them would be eviction according to legal procedures.

and (5) Access to Remedy. It also contains policy actions for each of the three pillars of the UNGPs (i) the State's duty to Protect Human Rights, ii) Corporate Responsibility to Respect Human Rights and iii) Access to Remedy. Access to effective remedy is underlined since businesses in Kenya were found to rarely identify the human rights risks of their activities and either mitigate or avoid them. If harm occurred, they were thus unable to ensure that the victims had access to effective remedy – whether the government was protecting their human rights. The NAP recommends corporate human rights policy commitments, the realization of human rights due diligence, reporting, and cooperation with relevant stakeholders to facilitate remedies for business related human rights violations. It constitutes the Government's most important commitment to nationally moving towards establishing compliance with these international human rights standards.

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## 2.2 International Human Rights and EIB standards

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International good practice and Kenya's Constitution and legislation protects against forced eviction resettlement' and provides for the need to AVOID and where avoidance is not possible guarantee the right to REMEDY as follows:

The Kenyan Government is required to protect the rights and freedoms of its citizens through adopting legislative means to affect these rights<sup>15</sup> by virtue of the fact it has ratified:

- The International Covenant on Economic, Social and Cultural Rights (ICESCR) – this governs for the right to an adequate standard of living including adequate food, clothing and housing (Art.11), right to health (Art. 12), education (Art. 13) and work (Art. 6.1),
- The International Covenant on Civil and Political Rights (ICCPR) – which governs the right to an effective remedy (Arts. 2.3 and 26), and
- The regional African Charter on Human and Peoples' Rights; and
- The African Union Convention for the Protection and Assistance of Internally Displaced Persons in Africa (Kampala Convention).

Art. 2 (5) and (6) of the Constitution also provide the basis for the recognition of international law as forming part of Kenyan law. This means that international human rights standards that have been ratified by the Government form part of the laws in Kenya and the Judiciary is able to apply these international instruments when adjudicating matters before the Courts.

On this basis, when assessing evictions, the requirements of the International Covenant on Economic, Social and Cultural Rights (ICESCR) (Art 11.1); the Convention on the Rights of the Child (Art.27.3), and the Convention on the Elimination of all Forms of Discrimination against Women discrimination Art.14.2(h), are applicable.

General Comment No 716 which is an interpretation of the right to adequate housing as guaranteed in Art. 11 (1) of the ICESCR and adopted by the Committee on Economic, Social and Cultural Rights (CESCR),clarifies that use of the terminology 'forced eviction' seeks to convey the sense of arbitrariness and of illegality<sup>17</sup>, and states that where evictions are deemed to be justified, States must ensure that they put in place all safeguards and due process

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<sup>15</sup> Regional human rights mechanisms such as The African Commission on Human and Peoples' Rights, through the consideration of articles 14, 16 and 18 (1) of the African Charter on Human and Peoples' Rights and the Principles and Guidelines on the Implementation of Economic, Social and Cultural Rights in the African Charter on Human and Peoples' Rights have condemned forced evictions - See, for instance, the Social and Economic Rights Action Centre and the Centre for Economic and Social Rights v. Nigeria, communication No. 155/96, Judgement of May 2002.

<sup>17</sup> General Comment No 7 defines forced eviction as 'the permanent or temporary removal against their will of individuals, families and/or communities from the homes and/or land which they occupy, without the provision of, and access to, appropriate forms of legal or other protection.'

requirements<sup>18</sup>. This includes the right to a remedy and to judicial or other accountability mechanisms, including mechanisms to challenge the reasons for the forced eviction. General Comment No 7 provides that evictions should not result in homelessness or rendering individuals who have been evicted vulnerable to violation of other human rights. The State is required to take all appropriate measures to ensure alternative housing, resettlement, or access to productive land.

The UN Basic Principles and Guidelines on Development-Based Evictions and Displacement (A/HRC/4/18) present the human rights implications of development-linked evictions and offers rights-compatible guidelines on how to carry out evictions. The Guidelines provide requirements on prior disclosure of eviction plans, opportunities for access to legal, technical and other advice for affected persons and public hearing affording space for affected people to challenge the eviction decision and/or to present alternative proposals and to articulate their demands and development priorities.

To remedy violations of human rights, the UN Basic Principles and Guidelines on the Right to a Remedy and Reparation for Victims of Gross Violations of International Human Rights Law and Serious Violations of International Humanitarian Law<sup>19</sup> distinguishes five forms of reparations.

- **Restitution:** restores the victim to the original situation before the violation occurred. It includes restoration of liberty, enjoyment of identity and citizenship;
- **Rehabilitation:** includes medical and psychological care.
- **Compensation:** provides money for damage suffered;
- **Satisfaction:** includes official declarations restoring dignity and reputation, public apology, commemoration and tributes;
- **Guarantees of non-repetition:** includes structural measures that will prevent re-occurrence of the violations.

Article 8 of the Universal Declaration of Human Rights (UDHR) and the UN Basic Principles and Guidelines on the Right to a Remedy and Reparation for Victims of Gross violations of International Human Rights Law and Serious Violations of International Humanitarian Law, states that a proper remedy for forced evictions is to return the victims as close as possible to the status quo ante.

The EIB's Environmental and Social Sustainability Framework Standard 6 is guided on the matter of forced evictions by the UN Commission on Human Rights, forced evictions, 10 March 1993, E/CN.4/RES/1993/77. It promotes the use of international procedural protections against forced evictions as outlined in the UN Committee on Economic, Social and Cultural Rights (CESCR), General Comment No. 7: The right to adequate housing (Art.11.1): forced evictions, 20 May 1997, E/1998/22, and the UN Basic Principles and Guidelines for Development-based Evictions and Displacement.

These standards are also echoed in IFC Performance Standard 5 that encourages the avoidance of forced eviction and should involuntary physical displacement from homes/land occur and associated loss of livelihoods is unavoidable, then the protection of the rights and interests of affected people should be included in a resettlement plan or livelihood restoration plan that meets IFC standards.

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<sup>18</sup> General comment No. 7: The right to adequate housing (art. 11 (1) of the Covenant): Forced evictions, paragraphs: 3 and 9.

<sup>19</sup> Resolution 2005/35 (UN Doc. No. E/CN.4/RES/2005/35 (2005)) and GA Resolution 60/147 (UN Doc. No. A/RES/60/147 (2006))

### 3 GAPS IN THE PROCESS REQUIRING REMEDY

#### 3.1 Action which amounted to forced eviction

The process was considered a Forced Eviction since it fell short of the requirements of either Kenyan law or international good practice in several ways:

- *Discriminatory stakeholder engagement.*
- *Inadequate written notice prior eviction.*
- *Failure to initiate and implement legal trespass case.*
- *Lack of opportunity to appeal.*
- *Failure to protect children's right to education after eviction.*
- *Failure to protect PAP's property in the absence of alternatives being provided or planned to meet these people's rights to housing, dignity, health, safety and security and education, and.*
- *No post-eviction measures.*

#### 3.2 Gaps against Kenyan law and Good Practice standards

The gaps against Kenyan law or international standards from these actions triggering the right to Remedy are elaborated below and summarised in Table 3-1.

**Table 3-1: Summary gaps against legal due process and international standards in forced eviction**

Human rights and legal due process non-compliance by AGL	REMEDIAL ENTITLEMENT	ACTIONS IN LINE WITH INTERNATIONAL LAW
<b>Discriminatory stakeholder engagement</b>	Inclusion in stakeholder engagement with proportional access to benefits from the project	Revise and update the Stakeholder Engagement Plan, and subsequently develop inclusive action plans
<b>Provision of adequate (written) notice before eviction</b>	Shared understanding of roles and responsibilities private: public sector	Develop a Resettlement Policy Framework with guidance on avoidance, roles, and responsibilities  Raise awareness among all project-affected people on their rights and due process
<b>Opportunity for appeal to stay an eviction</b>	Increase awareness of rights and obligations	Develop a Resettlement Policy Framework with guidance on avoidance  Raise awareness among all project-affected people on their rights and due process
<b>Destruction of housing and loss of limited personal property during the eviction</b>	Compensate for loss of personal property at replacement value	Ensure replacement of losses with a monetary amount to guarantee replacement value

<b>Loss of protection from eviction (dignity, health, safety and insecurity)</b>	Avoid repetition of forced eviction	Develop a Resettlement Policy Framework with guidance on avoidance
	Promote the protection of interests of women and their children	Develop and implement a Remedial Action Plan
<b>Loss of access to education because of impact</b>		
<b>No post-eviction measures</b>	Meet the needs of evictees, livelihoods and other impacts sustainably	Assess status and design compensation and livelihoods restoration packages commensurate with losses
	remediated, security of site and tenure.	Develop and implement a Remedial Action Plan

## 4 IMPACTS AND ELIGIBILITY REMEDIATION

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### 4.1 Impacts to eviction

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The following section describes the history and gives commentary on the impacts of the eviction process that have been identified through engagements with affected PAPs in each location.

Given this document is *not a Resettlement Action Plan* and therefore no household level socio-economic survey and baseline or livelihood assessment was possible within the limited scope of this assignment, eviction impacts are not quantified or described in detail per household. The assessment of impacts/requirements for remedy has been based on verbal reports and stakeholder engagements and interaction, as well as an observation made by IBIS social specialist whilst on site.

#### 4.1.1 History of eviction and impacts affecting Lorropil

Although all households experienced eviction, their losses differed slightly and their family size, livelihoods sources and current residence and occupation contributed to a) identification of the generic types of remedy required, and b) the kinds of package of options that meet the entitlements.

Of all the households evicted from Lorropil it is possible that two of those headed by women, with large numbers of small children who are their dependents, may need special assistance if their households are verified as being particularly vulnerable (i.e. undernourished children, without adequate care while mother works, and without access to education).

Of the 31 households who moved during the influx, who were evicted from Lorropil but who already had: a) a primary residence at another site at the time of the eviction; and b) been at the Lorropil site only during 2019: It is assumed that the majority would have been inconvenienced by the eviction in terms of the indignity suffered, and the lost opportunities at their home bases which they had willingly left as well as the need to pay for their return.

#### 4.1.2 History of and impacts affecting Mlima Tatu

Mlima Tatu was affected by two evictions that were carried out in 2019. The first eviction was carried out by the Kenya Forest Service (KFS) officers and security guards employed by Kedong around August 2019. In this first eviction, 48 houses in Mlima Tatu which were located on Kedong and AGL land were affected. After the eviction, the settlers in Mlima Tatu, rebuilt their houses in the same area. During the second eviction, the Mlima Tatu houses that were on AGL land were burnt by Kenya National Police Service (NPS) officers drawn from Kongoni Police Station in November 2019. In the second eviction, the only houses that were burnt were those on AGL land.

Of the 18 households identified as being eligible for compensation, four moved out of Mlima Tatu after the second eviction incident and moved to Kambi Turkana.

14 households did not move from the Akiira-side of Mlima Tatu but instead rebuilt their houses in the same location on the Akiira Side. This was the second time that these settlers rebuilt their houses in the same location. After rebuilding a second time on Akiira land, the AGL security supervisor went and spoke to the settlers and asked them to move out and on to Kedong Land, which they did. Eleven of the settlers moved to Kedong land. Of these eleven households, four have permanent residences in Governor's Camp.

During the November 2019 eviction, the NPS officers started the process of burning houses in Lorropil which is on a higher level than Mlima Tatu. The Mlima Tatu settlers were able to see the burning houses and were also informed that the police would proceed to their settlement,

after burning the houses in Lorropil. The residents were able to move their belongings out of their houses before the eviction and the police only burnt the structures of the houses.

Of the 14 households affected by the evictions, six are headed by women<sup>20</sup>. Of these households, a single mother who has a two-year old child (at the time of eviction, the child is now four years old and is currently in nursery school). One vulnerable household was identified - a married couple who are in their 80s and unable to work.

Of the 14 households, six may be willing to leave Kedong if offered better opportunities outside this area. The elderly couple in their 80s may not be willing to leave Kedong. This may be because they were from Turkana County and left the area over 60 years ago without returning. Due to this, the only place that they feel able to call home is Kedong. The other household is headed by a woman with adult children and her children have since moved out of Kedong. This woman has options of leaving this area but has not yet done so. It may be that she is unwilling to leave Kedong.

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## 4.2 Eligibility and Entitlements

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This section describes the proposed eligibility criteria that were developed after site visits to the project area in 2021 and 2022 and the identification of the PAP's affected by the evictions that occurred in November 2019.

### 4.2.1 Eligibility criteria

**Table 4-1: Eligibility criteria**

Eligibility Factor	Criteria
1	Cut-off date and length of residence (over one year and up to five - indicating permanence) with the cut-off date being 22nd June 2019, when the first verbal notice to leave was given by the DCC and names of affected people in Lorropil were documented. For Mlima Tatu no identification of affected people was made by the government and the cut-off date is fixed at 17 November 2019, the date of the eviction.
2	Housing destroyed during eviction
3	Presence at the time of physical eviction in November 2019
4	Witness validation (at least two witnesses) of presence at the settlement during specific residential periods and eviction events plus physical evidence where possible i.e. burnt homes and matching cross-referenced testimonies and for some, witness validation of permanent residence elsewhere.
5	Only permanent residence of the PAP is at the eviction site.

### 4.2.2 Method of determination of eligibility

The methodology for developing the criteria and determining eligibility is as follows:

- *Individual screening was carried out by IBIS and the AGL Social Specialist to identify forcibly evicted PAPs. This process required engagement and review of the process leading up to and following evictions.*
- *Five eligibility criteria for entitlement to remedy or reparation were developed (section 4.2.1).*
- *Eligibility was considered based on meeting all or at least four of the five criteria outlined. Criterion 1, 2, 4 and 5 apply to all. Criterion 3 does not apply to the Mlima Tatu residents who abandoned their homes taking their belongings with them before the eviction team arrived on-site; and,*

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<sup>20</sup> There were 7 women affected by the evictions. One of the 7 was living with her husband however the former AGL Social Specialist opted to compensate husband and wife separately. It is not clear to IBIS why this happened.

- *All PAPs claimants have been assessed for their eligibility to different types of remedies based on these criteria (see detailed long list in Annex 1).*
- *Where there are still uncertainties around eligibility, AGL will follow up and confirm.*

Once eligibility is determined the specific type and package of remediation should be negotiated per PAP based on individual status pre-eviction.

This could imply in some cases a full package aiming to ensure shelter, security of tenure as required by Frontier’s Environmental and Social Management System<sup>21</sup> and to discourage PAPs from returning onto AGL land, and appropriate livelihood restoration options.

Alternatively, for people who were evicted but who had come to the site in the second quarter of 2019 to make false compensation claims, at least monetary assistance should be offered to cover their return to their homes and compensation for the temporary loss of dignity and homelessness caused by the forced eviction. Most of the latter group have not been located to date, however and following engagement and consultation with them, their compensation packages could be altered.

### 4.2.3 Lorropil Eligibility criteria

The original settlers of Lorropil were 13 households confirmed by interviews with members and neighbours. In the second quarter of 2019 this figure grew to a confirmed 49 households. The former DCC carried out a census on 23 June 2022 and identified 44 individuals are residents of Lorropil. Through interviews with members from Kambi Turkana, IBIS identified five individuals who did not appear on the list of the former DCC thus bringing the total number of households to 49[1].

Many of the new residents in Lorropil were former internally displaced people (IDPs) with permanent residences in Mai Mahiu (Governor’s Camp) and had received compensation from the Government. These former IDPs had settled in Lorropil after reportedly been attracted by promises of compensation by the self-identified head of Lorropil village, and ex-policeman from Kongoni. This group and some of the original settlers reportedly formed a self-help group that was registered by the Government and subscription fees were reportedly collected by self-identified head of Lorropil village. IBIS determined that the collection of this membership fee is not illegal.

In terms of entitlements to remedy, of the total 49 individuals screened as allegedly evicted from Lorropil 44 were confirmed as evicted, consisting of 17 women and 27 men. Five (5) individuals who were included in the list of the former DCC were not affected by the eviction that was carried out.

**Table 4-2: Lorropil Entitled to Remedy**

Individuals living in Lorropil pre-2019	Male	Female
<b>13</b>	9	4
<b>Number of Influx Individuals</b>	Male	Female
<b>31</b>	18	13
<b>Total number of Individuals not entitled to remedy for eviction</b>		
<b>Moved out before the eviction</b>	Never lived in Lorropil	
<b>4</b>	1	

<sup>21</sup> Frontier’s ESMS is compliant with the IFC Standards, including PS 5 requiring follow-up after eviction to ensure that people are relocated to a place with security of tenure and livelihoods restoration opportunities.

#### 4.2.4 Detailed Rationale for Eligibility at Lorropil

A total of 31 individuals reportedly came to the site induced by self-identified head of Lorropil village with the expectation that they would be compensated by AGL. He was supported by a female leader who came to Lorropil in late 2018 from Mai Mahiu. During subsequent visits conducted by IBIS in March and April 2022 to Mai Mahiu, and through engagements with the Mai Mahiu Assistant County Commissioner (ACC), the Assistant Chief and Village Elder of Governor's Camp, the team was informed that those evicted from Lorropil came from Governor's Camp<sup>22</sup>. This settlement is about five (5) km from Mai Mahiu town. According to the local government officials, the residents of Governor's Camp are former IDPs are engaged in charcoal burning and farming activities in Kedong Ranch. IBIS was informed that the former IDPs are those who were resettled in the area after the 1992, 1997 and 2007 ethnic clashes that occurred in the Rift Valley.

IBIS received information from the Assistant Chief of Mai Mahiu that the three settlements in Kedong Ranch – Kambi Turkana, Mlima Tatu and Lorropil, established self-help groups with the aim of being recognised by the Government as squatters either on Akiira land (Mlima Tatu and Lorropil) or on Kedong Land (Kambi Turkana). In interviews with the leadership of Kambi Turkana, it was reported that members of the self-help groups are required to pay a subscription fee which is used by the leadership of the groups to facilitate their transport to various government offices when seeking support.

After initial meetings in which livelihoods were discussed, the two influential leaders avoided subsequent meetings to speak about entitlements. IBIS was informed that the 31 households were all from Governor's Camp however no engagements with this group were possible during the visits carried out in March and April 2022.

In the case of the original settlers, two traders who regularly sold goods in Lorropil and who had been identified on the DCC's list of evicted people were confirmed to have lived in RapLand and Gichagi (a village near Suswa on Kedong Ranch) respectively, not Lorropil. These two traders were removed from the list of eligible people. In addition to the traders, one individual who moved out of Lorropil prior to the evictions was also removed. He said that he was involved in an altercation with his neighbours from Lorropil which resulted in his house being burnt and he later retaliated by burning all the houses in the settlement (earlier in 2019) after this disagreement with his neighbours, he moved out of Lorropil and was not affected by the November 2019 eviction because he had already left the settlement and was living elsewhere. As noted in table 1-1, the total number of eligible households would be 13.

##### *Full or partial entitlement to remedy*

- *Of the households living in Lorropil prior to 2019 eligible for remedy, 13 would be entitled to full reparations.*
- *All the evicted 31 influx households would be entitled to partial reparations due to having permanent residence outside of Kedong.*

#### 4.2.5 Mlima Tatu-Eligibility and Entitlement to remedy

Of the 18 households, four households moved out of AGL land after the KFS evictions and were thus not affected by the evictions that occurred in November 2019. Three of the households who move out of AGL settled on the Kedong-side of Mlima Tatu while one moved temporarily to Kambi Turkana. One individual according to the Village Elder of Governor's Camp was confirmed to have a permanent residence in Governor's Camp. Based on the above the total number of households at Mlima Tatu that are considered eligible and entitled to remedy is 14. See Table 4-3 below:

**Table 4-3: Mlima Tatu Entitled to Remedy**

Individuals evicted from AGL land in Mlima Tatu area	Male	Female
14	8	6
<b>Total number of Individuals not entitled to remedy for eviction</b>		
<b>Never lived in Mlima Tatu</b>		
4		

#### 4.2.6 Detailed Rationale for Eligibility at Mlima Tatu

The Mlima Tatu settlement pre-November 2019 was spread across Akiira and Kedong Ranch land. The total number of households that made up Mlima Tatu was 48 households as per the information IBIS received from the Chairperson of the Mlima Tatu self-help group. The settlement was affected by the following evictions.

- Sometime in August 2019, Kedong and Kenya Forest Service (KFS) organised an eviction that affected all the households in Mlima Tatu. The houses were reportedly torched by KFS during this eviction. This information was confirmed to IBIS by the former DCC, the Assistant Chief of Hells Gate Ward, the Assistant Chief of Mai Mahiu, the Kenya National Commission on Human Rights (KNCHR) and the local communities in the Kedong area. After this eviction, some households moved from Akiira land and settled on Kedong land. Other households moved out of Mlima Tatu and moved to Kambi Turkana.
- The second eviction occurred in November 2019 and this eviction was carried out at the behest by the police on request by AGL. Prior to this eviction, households from the Akiira side of Mlima Tatu had been aware that an eviction was ongoing in Lorropil and they moved their belongings before the police reached Mlima Tatu and torched the houses.

##### *Full or partial entitlement to remedy*

Of the 18 households, three of the households who moved out of AGL settled on the Kedong-side of Mlima Tatu while one moved temporarily to Kambi Turkana. One individual according to the Village Elder of Governor's Camp was confirmed to have a permanent residence in Governor's Camp. Based on the above the total number of households at Mlima Tatu that are considered eligible and entitled to remedy is 14.

Of the 14 households, all are eligible for full reparation.

The table below presents the eligibility scoring matrix which will be applied by AGL to inform the approach remediation:

**Table 4-4: Eligibility Criteria and Scoring & Entitlements Matrix<sup>23</sup>**

Criteria (factors) contributing to eligibility	Details of criteria for eligibility (factors)	Factor #	Cash compensation	In-kind compensation	Additional assistance	Cash compensation
<b>The sum of factors defines eligibility thresholds:</b>			<i>Eligible households have a score between 15 and 7</i>			<i>Eligible households have a score of 6 or less</i>
<b>1. Cut-off date for eviction:</b>  <b>Lorropil:</b> <b>Households evicted from AGL land who had been resident for 1-5 years</b>  <b>Mlima Tatu:</b> <b>Households evicted from AGL land (cut-off is the eviction date).</b>	1. Cut-off date and length of residence (over one year and up to five - indicating permanency) with the cut-off date being 22 <sup>nd</sup> June 2019, when the first verbal notice to leave was given by the DCC and names of affected people in Lorropil documented. For Mlima Tatu no identification of affected people was made by the government and the cut-off date is fixed at November 17 <sup>th</sup> , the date of eviction.	<b>1</b>	Even if unable to prove sundry losses of property destroyed during eviction, an allowance for replacing basic household goods provided in cash.  Cash compensation may be given to the equivalent value of the replacement house if the household has already moved and built another house or is already re-building the structure.	Compensation for materials for a basic housing structure with corrugated iron for walls and roof.	AGL to assist vulnerable people to have access to their compensation by opening bank accounts and directly paying those who can't open accounts.  Any vulnerable people eligible for social assistance will be assisted to gain access to it.  A disturbance allowance will be provided to cover intangible losses including the delay in implementation of reparation.	A disturbance allowance will be provided to cover intangible losses.  Cash should be provided by the safest means (by bank transfer for the PAP with ID Cards and AGL to facilitate payments for the PAP without ID cards) and amounts be kept confidential.
<b>2. Housing destroyed during eviction:</b> <b>Manyatta-style houses and reinforced shelters with flat or double pitched roofs</b>	2. Type of housing identified as upright structures with evidence of permanence (raised level of floor, walls strengthened against the weather).	<b>2</b>	A transition allowance will be provided for a fixed period (maximum 10 months) to households		All households should have access to an improved, no cost, confidential grievances resolution mechanism in which they can trust.	Where households consist of a man / woman and spouse, both members of the family should be included in the payment scheme.
<b>3. Physical presence of the household during the eviction process</b>	3. Presence at the time of physical eviction in November 2019.	<b>3</b>	Cash should be provided by the safest means (by bank transfer for the PAPs with ID Cards and AGL to facilitate payments for the PAP without ID cards) and amounts be kept confidential.			
<b>4. Witness validation of historical occupation of the encroachment site or of existence of permanent residential site elsewhere by at least two witnesses</b>	4. Witness validation (at least two witnesses) of presence at the settlement during specific residential periods and eviction events plus physical evidence where possible i.e. burnt homes and matching cross-referenced testimonies and for some,	<b>4</b>	Where households consist of a man and spouse, both named members of the			

<sup>23</sup>For more information on individual/household eligibility, please see Annex 1

	witness validation of permanent residence elsewhere.		family should be included in the payment mechanism.			
<b>5. Households have no other permanent residence aside from the eviction site.</b>	5. Only permanent residence is at the eviction site, and the household does not have a primary residential site elsewhere.	<b>5</b>				

## 5 PROPOSED REMEDIATION APPROACH

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Remedial action will be based on three categories described in section 5.3 below and their household based on the impacts experienced but broadly will be made up of the following components.

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### 5.1 Engagement Plan

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A workable engagement plan will be prepared by AGL for the implementation of the RemAP. Engagements will start with the disclosure of the RemAP, continue during implementation and monitoring and evaluation. Each activity will have its set of stakeholders ranging from Individual PAPs, community elders, relevant government officials (Deputy County Commissioner, Assistant County Commissioner, Chief, Assistant chiefs) and Kedong management. Feedback from each engagement will be documented by AGL for any follow up action and reference. Minutes will be taken and signed by the stakeholders for reference. A clear stakeholders register will be prepared by AGL.

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### 5.2 Grievance Redress Mechanism

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This separate document will be updated and approved during the implementation of the RemAP. Flyers on the Grievance procedure will be prepared and distributed during the disclosure of the RemAP. Stakeholders will then be sensitized on how best they can reach AGL in case of any issues, concerns, complains or grievances. A clear timeline for registration of new grievances will be in the procedure to avoid further grievances after the implementation of the RemAP.

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### 5.3 Categorisation of PAP's

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As per chapter 4 categories of PAPs have been analysed and identified as follows.

#### 5.3.1 Category one - Lorropil Community – 13 PAPs

This category lost everything during the eviction hence considered for the following:

- *Transition allowance*
- *Disturbance allowance (15% of the total amount)*
- *Domestic household items*
- *Semi-permanent Mabati two room houses*

#### 5.3.2 Category two- Mlima Tatu – 14 PAPs

This category had removed their household items before the alleged burning of houses took place hence considered for:

- *Transition allowance*
- *Disturbance allowance (15% of the total amount) and*
- *the construction of semi-permanent two rooms Mabati structures.*

### 5.3.3 Category Three- Lorropil Community – 31 PAPs

This category forms the population of influx who moved in to the Akiira land between May/ June 2019 and already have permanent structures elsewhere. This category will receive a disturbance allowance.

## 5.4 Total cost of Remediation

Table 5-1: Total cost of Remediation

Name of village	Category	Number of PAPs	Cost in Kshs	Cost in USD
Lorropil	1	13	3353285	28411.5
Mlima Tatu	2	14	3392284	28743.4
Lorropil	3	31	1782500	15103.2
Administration cost (10%)			852806	7225.8
		<b>58</b>	<b>9380875</b>	<b>79483.9</b>

## 5.5 Foreseen risks and Mitigation measures

The foreseen risks and mitigation measures are as follows:

Table 5-2: Risk and mitigation measures

Risks	Mitigation measures
<b>Some people might still raise concerns of being left out during identification of PAPs</b>	The local administration will help in managing such people since they were involved during interviews.
<b>Some PAPs might not agree with the proposed remedial actions</b>	The AGL team supported by the administration will continue to engage them
<b>Tracing of the unknown PAPs who already moved out of Kedong</b>	The AGL social team will use existing relationships with the local administration to trace the PAPs. Enough resources should be allocated to the field team so are to reach out to missing PAPs.
<b>Registering of grievances on the RemAP</b>	AGL will use the GRM to register and close any further grievance that will be recorded during and after the reparation

## 5.6 Implementation Planning and Resources

This section provides high-level recommended next steps towards implementation of the RemAP as well as required resources:

- *Identify/recruit and mobilize internal or external resources to commence the implementation process.*
- *Prepare messaging and various means of communication of the upcoming process with summaries of salient points and leaflets for the public disclosure of the RemAP in RapLand, Kambi Turkana, Suswa, Naivasha and Mai Mahiu.*

- *Establish a revised Grievances Mechanism that includes telephone access as well as access channels through local authorities and community leaders and others as appropriate to encourage trust and confidentiality.*
- *Document and respond to all complaints as transparently as possible taking into account the competitive interests and attitudes towards legitimacy of claims over land use and settlement among Akiira's neighbours.*
- *Ensure access to the Grievances Mechanism is not constrained in terms of language, confidentiality, gender, perceived bias against any groups that could discourage people with genuine claims or complaints from coming forward.*
- *Proactively engage and collaborate with independent NGOs wherever possible, to work with the different evictees and for community group awareness-raising (including engagement on criteria for entitlements and mediation if disagreements emerge).*
- *Finalize agreements with all evictees meeting the selection criteria.*
- *Develop an Entitlements Delivery Workplan and that identifies the safe or secure delivery methods for cash (pre-paid cards/Mpesa) and all other remedy and share this with EIB.*
- *Ensure a final audit of the process is carried out by an independent social/resettlement specialist to ensure the livelihoods have been successfully taken up.*

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## 5.7 Proposed Stakeholder Engagement Plan

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Stakeholder's engagement forms a crucial part for the success of any project. Before the actual implementation of the RemAP, key stakeholders will be engaged to ensure ownership of the process and effective closure of the eviction claims. The RemAP and Grievance Procedure will be shared, and stakeholder's feedback will be in cooperated in the actual implementation. These engagements will be led by the AGL Social Expert with support from the Deputy County Commissioners office.

The key stakeholders to be engaged will include the Sub County Grievance Management Committee, Community level Grievance management Committee, PAP's and other community members from Lorropil, Mlima Tatu, Rapland and Suswa communities.

Minutes from each of the engagements will be recorded by the CLOs and properly documented for future records. Attendance/ Participants lists will also be taken as prove for attending the engagements. The Social specialist will task a specific CLO for each specific meeting to capture the minutes and attendance lists.

AGL will use the schedule developed below to implement the recommended next steps:

**Table 5-3: Proposed Stakeholder Engagement Plan**

Date/ Month	Activity	Target	Objective	Engagement Strategy	Resources needed	Documents	Person responsible
<b>July / August 2022</b>	<ul style="list-style-type: none"> <li>- Prepare GRM</li> <li>- Prepare Engagement plan</li> <li>- Ensure the budget is approved</li> </ul>	<ul style="list-style-type: none"> <li>- PAP's</li> <li>- Primary Stakeholders</li> </ul>	To ensure that all the required documents are in place before the actual implementation of the RAP.	Frequent consultations between AGL and EIB	Budget	<ul style="list-style-type: none"> <li>- RemAP</li> <li>- GRM</li> <li>- SEP</li> </ul>	Frontier ESG Manager Social Expert CLO's
<b>6<sup>th</sup> to 20<sup>th</sup> September 2022</b>	<ul style="list-style-type: none"> <li>- Sub county GRM committee</li> <li>- Civil Society group</li> </ul>	Deputy County Commissioner Sub county GRM team Civil society representatives	RemAP disclosure and sharing of the schedule. GRM disclosure and sensitization. Receive views, comments and concerns raised by stakeholders.	One day consultative meeting Power point presentation of the RemAP and GRM	Budget	Attendance sheets Power point GRM presentation	Frontier ESG Manager Social Expert CLO's
<b>6<sup>th</sup> to 20<sup>th</sup> September 2022</b>	Community Level Grievance Management Committee meeting	Community level GRM Committee Civil society representatives	RemAP disclosure and sharing of the RAP schedule GRM disclosure and sensitization	One day consultative meeting	Budget.	Attendance sheets Power point GRM presentation	Frontier ESG Manager Social Expert CLO's
<b>22-23 September 2022</b>	Community engagement Lorropil community	PAPs and other community representatives	RemAP disclosure and sharing of the schedule GRM disclosure and sensitization Receive views, comments and concerns raised by stakeholders	Open community engagement	Budget	Attendance sheets Copies of GRM procedure	Frontier ESG Manager Social Expert CLO's

<b>24-25 September 2022</b>	Community engagement Mlima Tatu	PAPs and other community representatives	RAP disclosure and sharing of the RAP schedule GRM disclosure and sensitization Receive views, comments and concerns raised by stakeholders	Open community engagement	Budget	Attendance sheets Copies of GRM procedure	Frontier ESG Manager Social Expert CLO's
<b>26-27 September 2022</b>	Community Engagement RAPLand community	Community representatives	RemAP disclosure and sharing of the schedule GRM disclosure and sensitization Receive views, comments and concerns raised by stakeholders	Open engagement	Budget	Attendance sheets Copies of GRM procedure	Frontier ESG Manager Social Expert CLO's
<b>28<sup>th</sup> September 2022</b>	Community engagement Suswa community	Community representatives	RemAP disclosure and sharing of the schedule GRM disclosure and sensitization Receive views, comments and concerns raised by stakeholders	Open engagement	Budget	Attendance sheets Copies of GRM procedure	Frontier ESG Manager Social Expert CLO's
<b>29<sup>th</sup> September 2022</b>	Address any other stakeholder identified during the engagements and get ready for actual implementation of the Rap						Frontier ESG Manager Social Expert CLO's

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## 5.8 Compensation strategy and schedule

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### 5.8.1 Strategy

The approved money for compensation will be deposited in a very accessible account preferably with a bank in Naivasha for accessibility. The paying account from AGL or its equivalent will work from Naivasha during the implementation period to work jointly with the field social team.

Where compensation is in cash security escort from the Deputy County Commissioner's office will be required. During the disclosure meetings this request will be presented to the DCC. Clear roles and responsibilities will be allocated to each of the team members by the Social Specialist to ensure smooth implementation.

One reporting and communication channel will also be maintained to ensure expectations and consistency is maintained. The Social Specialist will prepare and submit a weekly progress report to the AGL management.

The CLOs in consultation with the social specialist will record any new issues or grievances. This is to ensure that new grievances are investigated before they are confirmed.

Depending on the availability and accessibility of the PAPs at least two PAPs should be met daily, this number is also considered as part of risk mitigation for handling large amount of cash. In areas where PAPs live close to each other the number can be reviewed by the team in consultation with the area chief.

### 5.8.2 Schedule

PAPs will be met individually in their various locations as per the categories identified in the RemAP (category one, two and three) as summarized in the schedule below.

**Table 5-4: Schedule of payments**

Date	Number of PAPs targeted	Village	Mode of Compensation	Documents needed
3 - 6 October 2022	13	Lorropil community	Cash transfer to the Bank Accounts	Signed agreements Acknowledgement and Acceptance forms
7 -10 October 2022	14			
11-12 October 2022	17			
13 – 14 October 2022	14	Mlima Tatu community		
17 – 19 October				

### 5.8.3 Payments

Payment for disturbance and structures will be made in cash while the household items will be purchased by AGL and delivered to each of the PAPS, this will be required for AGL get photos for items for record purposes.

Payment acknowledgement forms (sign off forms) will be available for signing witnessed by the area Chief or his Assistant for record purposes. The sign off forms will be prepared on time with a section for the PAP, AGL staff and government representative (Chief or Assistant Chief) to sign. This form will be in three copies:

- *Original copy for AGL*
- *Second copy for the PAP*
- *Third copy for the Government representative.*

#### 5.8.4 Monitoring and Reporting

The process of monitoring all deliverables should be done during and after delivery. A final pre-closure evaluation will be carried after of delivery of entitlements.

Monthly progress monitoring of process indicators and reporting should be carried out by AGL's Social Specialist on physical and financial progress including the following process steps:

**Table 5-5: Monitoring and Evaluation**

<b>Monitoring and evaluation activities</b>	<b>Responsibility</b>
<b>Consultation and written agreement of all neighbouring stakeholder groups that the Remedial Action Plan may go ahead</b>	AGL Social Specialist
<b>Establish individual written agreements on remedy signed with the evictees.</b>	AGL Social Specialist
<b>Verify that all evictees have identification documents, Kenya Revenue Authority (KRA) personal identity number (PIN) bank accounts or telephone accounts.</b>	AGL Social Specialist
<b>Security measures in place to avoid risks of theft or assault if cash is delivered in any package, for monitoring purposes, delivery should be traceable. These measures would likely include pre-paid bank cards</b>	AGL Social Specialist and National Government Administration
<b>Delivery of all remedial packages signed off and witnessed by leadership and local authorities.</b>	AGL Social Specialist and National Government Administration
<b>Technical advice sessions (after session, money management, livestock management, etc) are documented and impact verification with the target groups carried out.</b>	AGL Social Specialist and National Government Administration
<b>Technical advice sessions (after session, money management, livestock management, etc) are documented and impact verification with the target groups carried out.</b>	AGL & Independent social/resettlement specialist
<b>Final pre-closure audit report.</b>	AGL & Independent social/resettlement specialist

## 6 APPENDICES

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Appendix 1: Detailed Eligibility and Entitlement Matrix

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