

OLKARIA IV PAPS-KENGEN MEDIATION AGREEMENT OF NOVEMBER 2015
ONWARDS

**CHAired BY: EIB'S GRIEVANCE AND COMPLAINTS HANDLING
MECHANISM DIVISION.**

**SUBJECT:ARTICLE/REPORT ON THE MEDIATION PROCESS, AGREEMENT
AND IMPLEMENTATIONS**

BY: (PAPs') COMMUNITY ADVISORY COUNCIL (CAC) OF ELDERS.

**ADDRESSED TO: FINACIERS OF KENGEN'S GEOTHERMAL
PROJECTS/PLANTS-OLKARIA –IV AND HUMAN RIGHTS GROUPS.**

**COVERAGE OF THE ARTICLE/REPORT :-DURING MEDIATION
PROCESS(i.e.November 2015-may 2016) TO 6TH JUNE 2020.**

EXECUTIVE SUMMARY :

it's important to always note that a Council Of Elders in the whole of maasai Land wherever is the indomitable indigenous authority amongst all the **Maa** dialectic groups. Them Coming up with such a community report is very close(if we deliberately avoid saying exactly true) to the real situation being reported. Council Of Elders has gone beyond reporting only the situation of mediation agreement implementations. It is evenly reporting the mood/position during the said mediation process. It also poses questions so objectively. It equally brings out the surprises/doubts residing in the minds of the entire PAP fraternity over why and how certain resettlement related conclusions/resolutions were arrived at, leading to obscurity in understanding most of the PAP's resettlement procedures in relation long term/future expectations.

Following a ten point's letter served to the **EIB** and **WB** visiting delegation to Kenya (Olkaria Geothermal Plants or KenGen) the Advisory Council Of Elders is hereby again elaborating on the same ten and more points all based on the **27 items** mediated upon. The ten point's letter was written and delivered (to the visiting banks) by **CAC in February 2020.**

ANALYSIS OF ITEM 1-27 OF THE MEDIATION PROCESS.

ITEM-1: LAND SUSTAINABILITY: note very well that this first item initially addressed the issue of "**COMPARATIVE ACREAGE**" i.e. the PAPs had lost **2,500 acres** of land from **4,200** pre-relocation land acreage down to **1700** relocation

land acreage. Complainants intended to be allocated the deficit **2500 acres** of land so as to accommodate their mainly pastoralists'(normally expansive) livelihoods . On drafting the final mediation agreement paper, the mediation team(**community representation in all the categories excluding**) altered the originality of a number of mediation items in terms of their wording (syntax) hence meaning.

Anyway KenGen in **2017** engaged land sustainability consultants (hydrologists). The aim was to determine best and possible ways of: **(1)** stabilizing PAP land , filling of gullies and gorges**(2)**increasing land productivity. Hydrologists' findings and recommendations have never been shared with the PAPs, nor known to/by any one PAP, nor did any implementation based on it ever took place other than a repetitive grading of roads especially at gully/Gorge-road crossing points which are each time poorly done. Since there has been an endless(no permanent/semi-permanent solution) road rehabilitation, it would be appropriate to conclude that the work is normally done with the least goodwill. **This information will again appear in item No: 13.**

ITEM-2: LAND TITLING: Hitherto (up-to-date) there is no land title to the PAPs for their resettlement Land's ownership as many times earlier promised. Instead a land title certificate is what was **(in 2019)** given to the PAPs through the membership of the society's (**Ewangan Sinyati Welfare Society**) **Board of Trustees**. In this certificate of title two issues clearly emerged as expatiated by it. The two issues disqualify the PAPs from owning exactly the land of relocation where they dwell today.

(i) The said certificate of land titling purports the land delineated to the PAPs is to the **North-East** of Naivasha Municipality (suggesting Kinangop area direction from Naivasha Municipality)yet the current PAPs resettlement land is generally to the **South of Naivasha Municipality**--which is circa **60km** from RAPLand on the road via Kamere shopping centre. Therefore according to this document the PAPs are shown as not living or dwelling in the land relocation **(in 2014)** but rather in/on a land belonging to others(Kinangop direction) as the document's typography reads.

(ii) The said certificate does not show PAPs as the owners of either the land location purported by the certificate of title, nor the current actual land of resettlement commonly known as RAPLand . The said certificate is in full name and particulars of **KENYA ELECTRICITY GENERATING COMPANY Ltd**

as the legal proprietor of the land suggested by directions as at around kinangop area. KenGen owns the land though only just on the paper. The relocated PAPs are shown to own no land nor a land ownership document. The relocation land (by direction) referred to by the certificate of land title is clearly known as not KenGen nor PAPs owned. That land is a high potential one owned by different significant proprietors. **Note:-**on this document names of the PAP's Board of Trustee Members are short-hand written, were shown to have received the document, keeping it but on behalf of the legal proprietor(KenGen)of this land (on the paper only) belonging to none of the two parties above. Still on PAPs land titling of the **14 acres** allocated to the PAPs for the preservation of "**Maa**" culture, (and tourism oriented businesses) here referred to as the **cultural centre** is not titled as supposed to have been by now. **Conclusion on item two is that RAPLand's initial northern and southern boundaries were each reduced inwardly during the construction of the perimeter fence. The then KenGen surveyor was brought as requested by RAPIC to the ground to verify this land slendering problem yet no feedback has ever flowed back to the PAPs.**

In conclusion of item-2 here above the question of the PAPs relocation land legal ownership; that of each PAP (legal) housing units ownership runs in their minds side by side. Even the documents each PAP signed to acknowledge relocation housing compensation are still in the hands of KenGen may not be willing to give back the documents to the PAPs.

ITEM -3: VULNERABLES: At the mediation six names for the vulnerable PAPs were forwarded but there rose a dispute over and for or against leaving out other equally vulnerable PAPs. The number rose to twelve but the resolution was to soon later engage an independent consultant to visit, interview(each PAP family head and each PAP earlier forwarded as a vulnerable), verify the twelve names and find out if there could in any case be other forgotten vulnerable PAPs. The independent consultant found out eight names of vulnerable PAPs deserved recommendations for livelihood considerations;most of them being in the previous list of twelve vulnerable PAPs. Some in the previous list were not recommended and only few new names were included to arrive at eight vulnerables recommended for livelihood support in various ways according to level and nature of vulnerability, age and sustainability of the preferred livelihood venture. Two vulnerable youths did not receive any support up-to -date though each was recommended for employment by KenGen but none has ever been considered

for this despite numerous interventions and besides KenGen having employed a few PAP members in recent times. The two are still in dilemma.

ITEM -4: CONGESTION: Two Levels ;

(i) Entire RAPLand acreage is smaller to accommodate livestock, humans and activities; more land is required.

(ii) Housing units cannot accommodate members of larger PAP families nor take care of Maasai cultural values whereby elderly men e. g. fathers cannot live and especially sleep under the same roof with their own/any grown-up daughter(s)/female(s). This was agitated by an already broken cultural value when PAPs were resettled. More separate rooms for both sexes of each family's children were the intended solutions. KenGen gave a solution to PAPs to have the permission to construct additional rooms/houses on their own. The issue of those capable and those not capable to finance the construction of more rooms was ignored to mean all were /are equally capable in financing the construction of additional premises.

ITEM-5: PAPS IDENTIFICATION CLINIC:

Was done but with dissatisfactions from.

(a) Mediation process representatives of none compensated/poorly compensated PAPs. These representatives were supposed (at least 3/6) to have also represented during PAPs identification clinic since the three chief representatives knew the issue of each complainant/PAP(in this category) in and out and could also represent for a better accountability.

(b) Some PAPS later complained that what they spoke out as their responses during PAPs identification interview questions was not exactly what was translated in English i.e. Maasai-English or Kiswahili- English. This complaint came from those who understand some English language.

(c) When the identification results came out only five names were recommended for relocation to RAPLand living out many other equally deserving PAPs some of whom were found as eligible by EIB presented a list of eligible PAPs to the mediation team during one of the sessions. **Nine more** houses to make **fourteen** remaining ; have not yet been constructed to bring an initial total figure of **164 houses** to be constructed at RAPLand . Hitherto;Nine more(after constructing 150+5)houses are still a deficit of **164 total housing units**.

(d) In this PAPs identification exercise there seemingly emerged a covert intention in attempting to bar any new PAP whose previous census and identification clinic data flourished towards merit as deserving resettlement entitlements (especially housing at RAPLand) from qualifying. Many means full of fallacies to bar were engaged but facts for each of the five new PAPs whom the clinic results finally found as qualified were much more stronger. ***Still on the issue of five new PAPs two of them did not receive other compensations other than a house each and house yard entitlements. The previous 150 resettled PAPs had monetary compensation made to those of them who had more than one dwelling units of which only one unit was compensated as a house constructed at RAPLand. Any other (besides one) housing unit initially owned (by some PAPs during resettlement censuses) were compensated financially for the construction material value of any such extra pre-resettlement house(s). Each of the previous PAPs of 150 families and who had his/her village based businesses e.g. retail trade/hotel etc was financially compensated commensurate to the value of the business of each. The two new PAPs (here above referred) have aired their complaints for compensations based on the two categories explained immediately above; i. e. one owned more than one house (i. e. 3) and the second owned a retail business. No response, no compensation.***

ITEM-6: RE-IMBURSEMENT OF KSH.35, 000/=.

This carries items No's 7, 8, 9 and 10. At the time of relocation this amount of money was designated as travelling/transport allowance. This was to enable each PAP in any of the PAP census/status categories to relocate to various destinations (RAPLand INCLUDED) within Kenya. Primary school teachers, housing tenants, land tenants, asset owners, land and asset owners were to receive ksh.35, 000/= each for the same purpose as here above and as illustrated by PAP census summary matrices. Housing tenants (though some) were only paid ksh.9'000/= each at the time of relocation preamble and the teachers were paid nothing each. Each RAPLand household was later paid back this amount as stipulated by the mediation agreement. Why this item No.6 is here said to carry No's, 7, 8, 9 and 10 is that a condition was forged by the mediation team (other than those representing PAP community) and forwarded to the community representatives (of non-resettled PAPs and RAPIC) that the latter (community) had to accept letting off or relaxing the assertion of

items No's, 7, 8, 9, and 10 so as to be paid back the amount of **ksh.35, 000/=** failure to which would mean; to also loss this(**ksh. 35'000/=**)like the assertions in items **Nos. 7,8,9 and 10**. Besides this condition KenGen rightly argued to be guided by a pending ECONOMIC bill on item **No.9** (Benefit sharing) awaiting ratification/assent by the Kenyan executive. Since its ratification no Geothermal accrued benefit (in terms of money) has ever been shared down to the community(ies).Possibly; related to or in an anticipation to the issue of benefit sharing KenGen went ahead in unnecessarily expanding its SCC- (Stakeholder Co-ordination Committee) membership to include many more villages far from its project areas. This is at the expense of a better benefits sharing value (just generally anticipated) to the prime/nuclear(real and already or potentially affected) villages. KenGen must have anticipated its implementation of the ECONOMIC bill's requirement and tried to create more SCC village membership inclusions that will reduce the amounts or values of this monetary benefit sharing to the long time dwellers of prime/nuclear villages(The real project affected villages-either already or anticipated) . KenGen's jerry-mandering initiative will scatter the distribution of benefits now to none proximate and the proximate village communities;RAPLand included.

ITEM-11

EMPOWERMENTS: (a) Youths Empowerment And Employments.

Under this, the mediation lead park very, very rightly and wisely resolved to broker an admission of RAPLand PAP youths into the NATIONAL YOUTH SERVICE(N. Y. S.), each year of its recruitment. Only the first and the second lot of youths from RAPLand were successfully brokered for the initiative. They finished, no follow ups by KenGen, its financiers nor the community structures/organs ever made sure those youths continue in service till its full value is attained i.e. The Vocational trainings are attained by those few youths. They left the service at some point after graduating from the main drill. No empowerment in material and advice/counseling forms. Youth training programme which is ongoing is by a different initiative. KenGen also trained many RAPLand youths and other members of the community with the pretext of livelihood improvement later; through funding PAPs to start business projects in economic areas they were variously trained on. As an irony each business area group was trained for less than three days at the most. How can a mostly illiterate population be trained using modern pedagogy of better

business ventures and expect it(population) to understand in just less than three days of each training? Where then is the revolving/micro financing fund that was to subsequently enable them start their businesses? Wasn't that training just like a formality for recording other than a sound implementation of the mediation agreement? What was the need of spending public corporation's and tax payers funds to formalize what was not going to be financially empowered for livelihood sustenance? Okay KenGen has of recent past employed a smaller number of youths but there are still university diploma/degree graduates in the community not employed. ***Who to be or not to be employed at any one particular time has been depending on one's alignments to highly or moderately influential sources within the community and political leadership. This employment considerations are seen as aimed at silencing KenGen's critiques. That is why the two vulnerable youths recommended for KenGen's employment never got employed to date. Refer to item No. THREE here above –vulnerables.*** Anyway KenGen has supported the inclusion of youths in SCC and numbers of them are representing their village communities in SCC membership. **Regarding this item part "a" and "b" above and below respectively there will be (herein) some similarities with item No: 15.**

ITEM -11: (b) WOMEN EMPOWERMENT:

The current negative and positive state of RAPLand women ties with that of RAPLand youths as told in part "a" here above. Though their numbers are different in enrollment into National Youth Service (N.Y.S), KenGen's recent new employments of (community members) few PAP members were also trained for a subsequent soft loaning. Okay women's membership in SCC has just increased. Finally in this item the mediators/KenGen were to consult the catholic and AIC churches of nearby parishes' in order to lure them to also consider RAPLand community in their (churches') development projects and many more . This was for the benefit of entire PAP community specifically the these two(in a and b) categories here above. Never done.

ITEM -12: WATER RESOURCES:

KenGen has anyway constructed a **200,000** litres standing steel fortified water tank about **2.5km** north of the northern perimeter fence enclosing RAPLand . Water resource **management** is not specific to any organ hence obscure. KenGen pumps water to the new tank irregularly but circa three times a week . Water continues to be a shortage for human and livestock major needs. At

times KenGen claims the personnel charged with pumping water to the PAPs water tank is far from the site of that duty. Delays and neglects are prominent. Recently the main water line was disjointed by flash floods a kilometer downwards from OLK-iv and before reaching up the new water tank. It took long to rehabilitate though RAPLand community was this time depending on the rain water (roof catchment for domestic use and water pans for livestock), now that rainfall prevalence has declined lamentation in need of this resource will soon pick up. At some points the durability of the pipes installed is short due to their allegedly low quality and a high exposure to their damaging agents. The contractor(we hypothesize) who installed the pipes had a chance of a free choice of pipe material and quality to use, hence installing a Bailey water pipeline. Maybe monitoring by the tendering authority has been lacking or minimal. KenGen has not trained or sensitized the Community nor RAPLand's water sub-committee on the sustainability measures for water resource. Hasn't also induced the community to be responsible of water resource as a collective resource project so that the community can:(i) internalize it for ownership and owner sustainability role, (ii) on the management and developing of rules on water resource responsible uses. KenGen seems not ready or not triggered yet to improve the capacity of water resources at RAPLand especially by inputting/investing into augmenting the roof water catchment capacity for each of the 155 PAP household . For instance it has never considered the impact of climate change at RAPLand (like the world over) in relation to the current and inadequate roof water catchment in regard to the size of plastic tanks(each holding 2000litres only) so that the **normally too much rain water wasted is FULLY(front and rear)** arrested in matching water tank/family. KenGen did not enhance front roof water catchment at the time of resettlement project construction. This is normally much water wasted and when it combines with water spilling over from the 2000 litre capacity plastic tank/house which fills up within (just about the first) 20 minutes of a rainy season's single downpour. This water is the main cause of splash erosion (starting at doorstep) leading to rill-gully-gorge – canyon-valley erosion and trench development towards homesteads linking to the main trenches away homes. Hardly two weeks after rainfall stops each family would now be without roof catchment water(due to the incompatibility of water tank size per house, i. e. too small etc) . By increasing each house tank capacity and further arrest front roof water would notably help to reduce the high erosion on a(volcanic soil/ash)very prone earth surface and may support the **implementation (maybe in Part) of item No's .13 and 14 herein below.**

PAP community And Water Project Resources(additional/extra input).

RAPLand community has not yet been sensitized to take responsibility of sustainable water uses and management. Due to this the community still sees RAPLand water project as KenGen's other than its own as well. This is why the community over-dependes on KenGen even on smaller water resource problems. The community runs to KenGen or waits for KenGen to solve water problem no matter how long it takes to respond to. In few incidences in the past water(line) pipes have either been maliciously cut or stolen- maybe because many youths are not employed yet they have responsibilities for funding their private needs which could be settled by vandalizing (for sales) the pipes since KenGen would as usual replace them. This is total lack of sensitization. Again there is one community water volunteer –cum – technician who is not empowered through incentives by KenGen or the welfare society. He has been rehabilitating water lines tediously and at times he refuses. In few isolated commitments KenGen offered to pay him little monthly compensation under the docket of its casual employments . This casual employment contracts end without immediate renewals and the technician becomes demotivated.

ITEM-13: ROAD NETWORK:

Time and again road network is one item or tenet most frequently reported as demanding in terms of upgrading especially each time during and after any rainy season of any year. Olkaria surface earth is very weak hence susceptible to erosion by even the slightest down pour.

Truly enough KenGen has been trying as much as possible to rehabilitate RAPLand's main and access roads with a moderate speed of response(though selectively) . Road network problem demands a lot in terms of financial input and human commitment to permanent solutions. All RAPLand roads-gully/gorge crossing points are not in a good situation currently just like some of them in most of the past. The trend has been:-" **rehabilitation-flash floods sweeping –rehabilitation-flash floods sweeping and so on and so forth.**"

Six homes to the West of RAPLand's area touching both the Southern and Western perimeter fence have been cut-off for the last (not less than) two years(since first quarter of **2018**). Repeatedly the second longest gully crossed by the road to the six homes had been swept by flash floods. Children, adults and obviously livestock are at risk of quick sand, falling (by skidding) and even drowning ESPECIALLY when an unanticipated rainfall occurs at the upper or juvenile stage of this gully/gorge. RAPLanders have seen several; contingents

of consultants/engineers/possible contractors (accompanied by KenGen staffs) visiting gully-4 road site swept away . RAPLanders do not yet know what is transpiring in relation to the rehabilitation of this notorious road-gully/gorge(4) crossing sect". Recently a road-gully/gorge (3) crossing point initially seen as stable has also been swept away though yet in part. This road-gully/gorge(3) section is only about **40** metres east of its confluence with the access road to the fish ponds and two homes. The same (gully 3) is about **100** metres east of road-gully/gorge(4) crossing section here referred to as notorious-for repeatedly cutting off the six homes.

Fig-1 :Below are photos of gullies/Gorges three and four respectively



Another gully crossed by a main just at about **400** metres to olkaria primary school and to the West of it (the school) had remained stable but it is now putting users at risk as it has started wearing off so dangerously. It's secretly narrowing and excavating backwards at its lower end . This bridge serves a giant gully-gorge with numerous upper land confluences. All (especially gully

eleven) roads leading to Oloonongot and Oloosinyat homes; eastwards have been in a fairly degraded condition most of the year . Maybe past rehabilitation of all these gully-road crossing points(bridges) were arguably poorly done- without a serious commitment by KenGen and/or its contractors leading to a relaxed skill input by any contractor engaged. No one yet knows why KenGen is not committed to a permanent (bridge construction) solution and yet it purports to register and handover all RAPLand roads to KeRRA(Kenya Rural Road Authority or so). Already RAPLand community is envisaging a worst situation of a future deterioration of RAPLand road network all the more. KenGen has started slaking its haste or quick response to repair cut roads sections. Climate change has negatively impacted as manifested in gully erosion, land slides, earth drift, rock falls and the entire gully/gorge course degradation. This phenomenon is additionally aggravated by untapped front roofs water for every RAPLand house. Also by spill over water from inadequate capacity water tanks (per house) connected to rear roofs of each RAPLand house.

ITEM-14: GULLIES/GORGES, FILLING AND / OR STABILIZATION.

On this item reference to item No: one here above is of a substantial need. Hydrologists who were engaged to find out possible ways of sustaining/stabilizing trenches and ranges have their findings not utilized back to RAPLand or maybe not communicated for the PAPs knowledge. The current situation of RAPLand gullies/gorges is at par with the information given in item No's,-1 and 13 here above. In conclusion gullies/gorges are expanding and Deepening i.e. lateral and vertical incision respectively. New trenches are developing as tributaries and confluence points.

ITEM-15: LIVELIHOOD RESTORATION:

Also refer to item No 1:"a" and "b" for information touching on this. Mediation agreement stipulates possible ventures of sustainable and diversified livelihood means. Youths , women and entire RAPLand community were trained to enable each and all to attain business knowledge e. g. in quality livestock rearing , crop farming, poultry, fish ponds , bee keeping ,retail trade , financial and banking managements etc. This was done by various consultants engaged by KenGen . These trainings were not rationally designed in terms of duration allocated to each training area. Training in less than three days/field and without future recaps is not appropriate especially on/to an entirely illiterate community. It was just like a formality. No financial

basket(micro finances) was made available for the communities' long term revolving/soft loans. Organizing RAPLand community members to register and form formal groups was partly attempted without follow –ups to date it is/was an admirable venture. The biggest irony is that KenGen's refusal to let PAPs develop commercial plots for a commercial Centre at RAPLand despite the fact that a greater majority of PAPs had paid a private surveyor to demarcate commercial plots for each payee at RAPLand Centre ground within the **200** acres for public/communal entitlements. If people were trained to attain knowledge on business ventures then where **else** within RAPLand can anyone start a business? Is it opting to use one's house to run e.g.a hotel, a butchery, etc.? Is it(businesses) going to be at own homes/dwelling units? What rationale is found here? For certain, what indicator is behind the refusal to let a commercial Centre be in place at RAPLand ? Isn't it ridiculous/awkward to promise a needy population of what it most needed(micro financing) and it just vanished to infinity without even a grain of a substantial explanation? If there is no appropriate premises(since the company has blocked the development of commercial plots) to conduct any such businesses thereon then what sense would there be in engaging PAPs(40/field) in very expensive trainings on what seems to have been well orchestrated never to be?

ITEM -16: PRIMARY SCHOOL FURNITURE/EQUIPMENT.

The school was provided with furniture and equipment by KenGen. More pupils' seats in class rooms were offered. Library was upgraded and equipped with new text books .EIB also donated computers and printers to the school. Text books (and calendars by Mr. Ruppert Watson) for the school and books for its library were also donated. Scholarships on annual bases for only the first four(2 girls 2 boys) best pupils who scored **350** marks and above in their K.C.P.E (Kenya Certificate of Primary Examination) for each year and KenGen pays full secondary school fee to each school admitting scholarship beneficiaries. There is a possibility of KenGen continuing to pay university fee for secondary school (KenGen's scholarship) beneficiaries if their end of secondary education performance was/is good especially in natural sciences leading to the study in technical courses.

ITEM-17: FURNITURE FOR THE COMMUNITY SOCIAL HALL AND CHURCHES.

KenGen truly bought and gave plastic chairs for the community social hall and three Christian denomination/churches.

ITEM-18: FURNITURE FOR THE COMMUNITY DISPENSARY.

This was done by KenGen through approaching Nakuru County/Government .EIB also donated some medical appliances/devices. A push to have a second dispensary nurse was successful. After posting two female nurses; the second replacing the first, the situation currently is better than before when only one male nurse (who was posted at inauguration of the health facility) used to operate without a hand.

ITEM -19: CHIEF AND CHIEF'S OFFICE:

KenGen had constructed many (six) magnificent rooms for the chief or assistant chief occupancy to boost security and administration at RAPLand. Hitherto there is no chief/assistant chief occupying these vacant premises. Many calls to recruit one have been made to the bosses of Naivasha Sub-County Provincial Administrators. Promises to recruit one right from RAPLand community have been an usual lie. Security co-ordination in RAPLand is very low. Many official/government services normally assigned to chief's office by the national government are yet distance away and far. There is ever a high need to have an assistant chief for RAPLand . In conclusion to this item the Naivasha sub-county Assistant Deputy County Commissioner(Naivasha Central Division) COMMUNITY rightly argued to the RAPLand community call to have the occupant of an assistant chief's docket at RAPLand; is that KenGen had not yet handed over the premises it had purportedly constructed to be occupied by the said assistant chief. Provincial administration is yet not in possession of the premises hence there is no need to install an assistant chief in the pretext that there are offices vacant for administrative performances.

ITEM-20: COMMERCIAL CENTRE.

Already highlighted in item No. 15 here above. KenGen strongly refused to let PAPs to put up commercial plots which will together aggregate to a commercial Centre. Reason is not known. It is possible to imagine and/or hypothesize that KenGen is anticipating of a future possible PAPs relocation. It is therefore trying to evade higher compensation of plots and business come a possible second RAPLand PAPs relocation.

ITEM-21: MOSQUE PREMISES (At RAPLand).

This item was hotly contested for during the mediation sessions. Opposition to have it put in place was based on the fact that there was no initial mosque building in any of the four former villages or specifically at the cultural center

where a number of Muslims were found. The other reason was/is that mediation team members from PAPs community representation dominated as Christians or moderate Christians. A greater majority of them opposed just for the sake of. The argument(that punches the notion that there wasn't any pre-relocation mosque premise existing) for it being allowed a space for construction is that there is a number of entitlements which were put in place at RAPLand though they did not exist at any of the four former source villages, e. g.

- I. Cattle Dip
- II. Community Social Hall
- III. Provincial Administration Offices.

Also muslims at RAPLand now have increased distances and road fairs to mosques at Karagita and Naivasha towns. Again during one pre-resettlement well attended public baraza at the cultural center ground the issue of a mosque was raised by Muslim faithful-i. e. during a pre-relocation consultative public meeting. It was well minuted and the minute was produced and read before the mediation team. The minute stipulated or indicated a wider support from a number of cultural Centre Muslims and majority none Muslim members e.g. Johnstone Lemaso Lenguyia. There was a general consent to have it constructed at the relocation site and that an incomplete thatchment (at the cultural Centre) of a mosque was shown being incomplete because the Muslims had declined a need to have the mosque's construction completed due to the relocation function a head. The advocacy to have a mosque in place or land proposed for its construction continued even beyond the mediation sessions i.e. in the succeeding RAPIC/CAC meetings to discuss the implementation of mediation Agreement items. At one point the then Naivasha Sub-County Deputy County Commissioner directed Community Advisory Council (CAC) of Elders to identify and show to the muslims a space of ground within the **200** acreage set aside for communal/public entitlements at RAPLand. This was an acceptance to let the mosque be constructed. While trying to do so (identify and show) the issue was relaxed hitherto (up-to-date). Truly the issue of a mosque in the heart of a Maasai Land is a new and unique introduction. That could also be one of the reasons as to why PAPs community had a low opinion on having a Mosque in place. One other fact for it to be there , is that kenya's constitution gives right and freedom of decent worship, again the distance to mosques at Karagita and/or Naivasha Municipality has drastically increased if Muslim Faithfuls travel from RAPLand to those

Mosques. Road fares are higher to and from. To conclude this there is yet no Mosque put in place.

ITEM-22: AKIIRA ONE GEOTHERMAL COMPANY.

Despite the facts influencing PAPs relocation from the former source villages; one amongst those facts was that of proximity(closeness)to, noise and gas emissions from Olkaria Geothermal Plants . To the newly relocated(in 2014) PAPs surprise there is an up coming Geothermal Company (above named) drilling close by to the immediate south of RAPLand perimeter fence (boundary). PAPs wondered how different(or if there is any) the negative impacts from a different Geothermal Drilling Company(ies) would be . This issue was pended awaiting maybe future clarifications and more so its representation in the mediation process was lacking. Pending of it was wholesomely consented to.

ITEM -23: GRIEVANCE REDRESS SYSTEM.

That a more inclusive mode of complaints handling forums be put in place. This is by boosting the membership of any existing committee(s) - here trying to consider more women and youths inclusions. Also entails restructuring any contemporary committee(s) . This item was not exhausted awaiting the approval and/or disapproval of RAPIC/CAC forums. This was later fairly implemented in the RAPIC, CAC and SCC memberships.

ITEM – 24: RAPIC:

Refer to item. No. 23 herein and immediately above.

ITEM -25:(PAPs) WELFARE SOCIETY. (Ewangan Sinyati Welfare Society)

Was to be empowered on its significant roles to the PAPs. Roles of financial management and accountability overall. This was implemented but no change in accountability is seen yet. Perhaps change in accountability failed for various reasons:(1) Maybe illiteracy supercedes in the Welfare's Society Leadership(2)Its committee is dominated by the PAP's community fraction of the " UNTOUCHABLES" ! " though not like the gentiles referred to in the Holy Bible. Referred to here are the opposite of gentiles and an equivalent of "THE PHARISEE. " There has been a continuous PAPs dissatisfaction played behind the scenes.

ITEM-26: PAPS TRANSPORT.

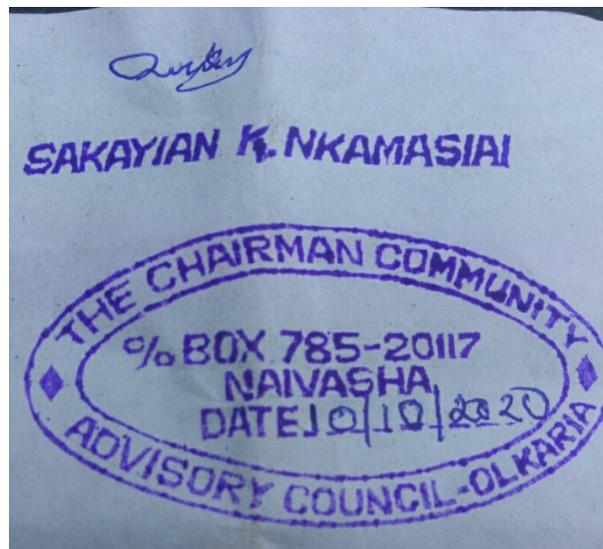
It is yet an unsolved dilemma, the burden lies within the PAP community. This refers to the PAP community bus purchased (for) by KenGen to transport PAPs to shopping centres due to increased distances to such centres, government office services, main roads, tourism related services, political offices and better medical facilities (in cases of referrals)

ITEM -27: CULTURAL CENTRE.

Its **14 acre** land titling to be issued to the PAPs (through their accountable forums) together with that of the **1,500 acres** for relocation land. Nothing for the cultural Centre acreage has so far been issued in the form of land ownership documents. Only the construction of perimeter fence has been implemented. Dilemma, indefinite delays still reign. Cultural centre's tourism oriented business ventures had a consultancy firm engaged to probe on best ways of improving this businesses e. g. Curio sale, tour guiding, cultural exchange, tourist hosting and camping. No consultant's report has been implemented nor findings made clearly knowledgeable to the beneficiaries.

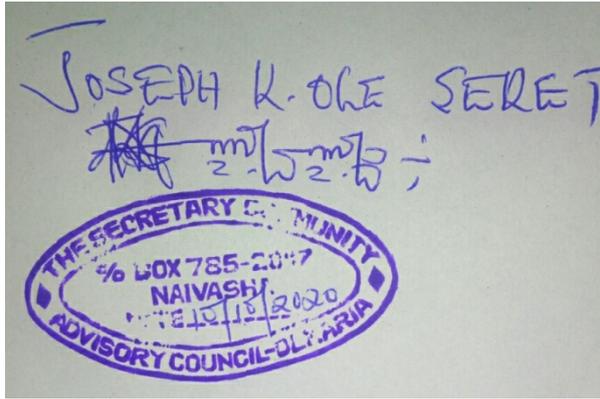
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