



**THE REPUBLIC OF UGANDA
MINISTRY OF TRADE, INDUSTRY AND COOPERATIVES**

**RESETTLEMENT ACTION PLAN FOR THE PROPOSED
REDEVELOPMENT OF LHUBIRIHA MARKET**



**LOCATED AT KAMBUKAMABWE II CELL, KAMBUKAMABWE
WARD, MPONDWE-LHUBIRIHA TOWN COUNCIL IN KASESE
DISTRICT**

FEBRUARY, 2020

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LIST OF ACRONYMS

| | |
|--------|---|
| RAP | Resettlement Action Plan |
| ARAP | Abbreviated Resettlement Action Plan |
| PAP | Project Affected Persons |
| TC | Town council |
| BEZIC | Border Export Zones Implementation Committee |
| BEZSC | Border Export Zone Steering Committee |
| COMESA | Common Market for Eastern and Southern Africa |
| CAO | Chief Administrative Officer |
| CDO | Community Development Officer |
| PWD | Person with Disability |
| GLTFP | Great Lakes Trade Facilitation Project |
| AIDS | Acquired Immune Deficiency Syndrome |
| BoQs | Bills of Quantities |
| CBR | Community Based Rehabilitation |
| DDP | District Development Plan |
| DRC | Democratic Republic of Congo |
| FAL | Functional Adult Literacy |
| GRC | Grievance Redress Committee |
| GRM | Grievance Redress Mechanism |
| HC | Health center |
| HIV | Human Immuno-deficiency Virus |
| LC V | Local council 5 |
| LCF | Local Consultative Forum |
| LG | Local Government |
| MoTIC | Ministry of Trade, Industry and Cooperatives |

GLOSSARY

| | |
|---------------------------------|---|
| Project Affected Person | Any person affected by Project-related changes in use of land, water, natural resources, or income losses. |
| Bona fide Vendor | A bona fide vendor is used to mean or include a registered person who owns, rents or sub- rents a kiosk, lockup, stall, stand, store and any other facility in the market including persons operating in open spaces within the market and was operational by 8 th April, 2019, the cutoff date of registration and so is entitled to relocation and reinstatement in the redeveloped market. |
| Non- Bona fide vendor | A non-bona fide vendor is used to mean or include a person who was not operating in the market by the cutoff date including new arrivals already operating in the market and any member of the public who may wish to obtain work space after redevelopment of the market. These will only obtain work space in the redeveloped market after all bona fide vendors have been reinstated and it will be through application. |
| Compensation | Payment in cash or in kind of the replacement cost of the acquired assets. |
| Cut-off-date | Cut-off-date shall conform to the date of commencement of the PAP census in the specified area |
| Involuntary Resettlement | Any resettlement, which does not involve willingness of the persons being adversely affected, but are forced through an instrument of law. |
| Relocation | Physical relocation of a PAP from her/his pre-Project place of residence |
| Vulnerable PAPs | Distinct people who might face the risk of marginalization and suffer disproportionately from resettlement effects, including small scale traders, people with disability, youths, traders below the age of 18 and the elderly of 60years and above |

EXECUTIVE SUMMARY

Lhubiriha market currently sits on approximately 3.72 acres of land. This market was established on Government land where Mpondwe- Lhubiriha Town Council together with Kasese District Local Government has been running management and maintenance of this facility over years. The market consists of 2768 bona fide vendors (MoTIC) as per the vendors census carried out by MoTIC together with Mpondwe Town Council on 8th April 2019 which is the cutoff date. These vendors deal in trade of; agricultural produce, fish, clothing and foot apparels, fuel, and general merchandise among others. Among these, 72% of the total market vendors are women and 28% are men. Majority of women vendors deal in trade of bitenge (African fabric), chicken, fish, fruits, vegetables, palm oil, agricultural produce and second hand clothes while majority of men trade in; meat, general merchandise and money exchange among others. This illustrates that women drive the small scale agro business in Mpondwe Market. Major vulnerability groups in this market include; small scale traders, people with disability, youths, traders below the age of 18 and the elderly of 60years and above. These groups constitute 3.43% of the total market population of the market.

The redesign and redevelopment of the market is projected to cover two years in which the one year will cover actual construction activities and the second year will cover resettlement in the new market and an allowance of time in case there are delays during construction.

The redevelopment of the market will require relocation of traders to a temporary resettlement area to pave way for construction activities. Mpondwe Town Council identified a suitable site for relocation at Kambukamabwe II Cell, Kambukamabwe Ward, Mpondwe-Lhubiriha Town Council in Kasese District. The site lies approximately 600m south of the current market area and occupies approximately 4.1 acres of privately owned plots of land. This land has 27 plots that are owned by 12 members of the community.

The landlords have accepted to rent out part of their undeveloped land to the Town Council at a monthly fee of 250,000UGX for a 50x100ft plot. The landlords with items and plants existing on the land agreed and signed a consent agreement allowing the Town Council to rent and use the land without any compensation for the items on the

land in view of the rental incomes they will receive. See Appendix 3 A and B for the consent agreements between land lords at the temporary relocation site and the Town Council. The willingness to rent out the land by the landlords was verified in meeting involving a team from the Bank, the Ministry, Town Council and the landlords in March 2020. Engagements in formal tenancy agreements between Town Council and the landlords are scheduled to take place at the beginning of October, 2020. The project has allocated USD 20,000 to facilitate the preparation of the temporary relocation site with basic facilities such as;

- ❖ Toilet
- ❖ Extension of utilities (piped water and electricity)
- ❖ Fencing off the entire area,
- ❖ Construction of business shelter with temporary stalls for Market vendors operating in the stalls in the current site,
- ❖ Clearing and leveling of ground to facilitate vendors to pitch their movable structures and those trading in open spaces
- ❖ stone pitching of the existing drainage to handle storm water
- ❖ And improving the access road

The relocation is planned to commence by November 2020, a time at which the relocation area will have been served with the planned basic facilities and payment of rental fees to the landlords done. It is anticipated that there will be loss of livelihood and inconvenience in business during the entire process of resettlement. However, an understanding between government and vendors was reached where vendors accepted to cover costs involved in relocation as government takes on the responsibility of preparing the relocation site and redevelopment of the market. (See detail of the obligations in Section 6.2.3). Special consideration will only be given to critical vulnerable groups including; the elderly of 60years and above and people with disabilities that have no physical ability to move their stock and fixed business assets. Therefore, the RAP Implementation Committee has planned to provide financial facilitation to these groups to help them hire trucks to carry their moveable structures, stock and any other asset during shifting. (Refer to the detailed plan in section 6.2.3).

This RAP has been carried out in a consultative manner with an objective to involve all relevant stakeholders in planning, development and implementation of this RAP.

Series of consultative meetings with key stakeholders including Kasese District Local Government, Lhubiriha-Mpondwe Town Council, Lhubiriha Market Vendors' Association, in depth interviews with market vendors and public awareness campaigns were held. During consultative meetings, participants discussed and raised social concerns that need to be put into consideration during project planning and implementation. Categories of people that may be affected by the project were given an opportunity to give their opinion on how resettlement process should be done and how they can be included in the project interventions. Eight consultative engagements with different PAP groups were held at their respective work places as laid out in Table 5 section 4.1 of this report. This report provides a detailed action plan and procedures to be followed during the process of relocation of vendors to the temporary resettlement area and their final reinstatement to the refurbished market. The plan gives resettlement strategies pointing out key principles to be followed during resettlement of vendors, eligibility procedures, entitlements and key activities involved during resettlement. The plan further stipulates roles and responsibilities of each party responsible for implementation of this RAP giving the RAP Implementation Committee (BEZIC) as the lead implementer working hand in hand with the PAP committee. (See Chapter 6- RAP Implementation Plan for details)

During vendors' relocation and reinstatement in the new market, grievances are expected to arise especially during allotment of market facilities at the temporary market site and in the new market. The RAP Implementation Committee instituted Grievance Redress Committees (GRCs) at various levels and trained them to handle grievances in case they arise. This RAP also provides a detailed grievance management and redress mechanism to resolve conflicts. (See detail of the GRM in Chapter 7 of this report)

To ensure proper resettlement and compensation of the project affected persons, a detailed monitoring and evaluation procedure has been provided and both internal and external monitoring recommended to check whether general objectives of the RAP have been met.

I INTRODUCTION

1.1 Project Background

The Democratic Republic of Congo is one of Uganda's export destinations ranking number three within the COMESA region. Most of the trade between Uganda and DR Congo is done at the three major border points of Mpondwe in Kasese district, Bunagana in Kisoro District and Goli in Nebbi District, with Mpondwe being the busiest border point in terms of trade activities. Most of the trade is conducted by the cross border traders who cross to and from Uganda taking and bringing back merchandise. However, most of these cross border traders are facing challenges including; poor market structures, complicated border crossing procedures and mistreatment from scrupulous individuals among others.

In order to address the challenges faced by these cross border traders, the Government of Uganda through the Ministry of Trade, Industry and Cooperatives has secured a funding from the World Bank to implement the Great Lakes Trade Facilitation Project (GTLF) which is aimed at facilitating cross border trade between Uganda and DR Congo at the three borders of Mpondwe, Bunagana and Goli. The project aims at increasing the capacity for commerce and reducing the costs faced by the cross border traders.

The Ministry of Trade, Industry and Cooperatives has started preparation for the construction of the Border Export Zone at Mpondwe to create a conducive environment for the cross border traders. The proposed Mpondwe Border Export Zone project is located on 2 sites at GPS Coordinates 0° 2'38.51" N, 29°43'18.51" E, in Kambukamabwe II Cell, Kambukamabwe Ward, Mpondwe-Lhubiriha Town Council, Kasese District and Coordinates: 0° 2'23.04"N, 29°43'31.05 in Lower Customs Cells, Kabuyiri Ward, Mpondwe-Lhubiriha Town Council, Kasese District

This Resettlement Action Plan has therefore been prepared to lay guidelines on relocation of vendors to the temporary site and their reinstatement in the new market.

1.2 Justification of the Resettlement Action Plan

Lhubiriha market currently sits on approximately 3.72 acres of land and consists of approximately 2768 traders dealing in trade of; agricultural produce, fish, Clothing and Foot apparels, fuel, and general merchandise among others. The planned redevelopment of the market will involve temporal relocation of vendors and their reinstatement into the refurbished market. The process will trigger a number of socio-economic issues like temporary loss of land, disruption of business which will need to be addressed.

Therefore, it is important to develop a clear Resettlement Action Plan guided by the Resettlement Policy Framework of the project, World Bank safeguard policies, and other relevant policies, legal and regulatory frameworks that govern the RAP.

1.3 Objectives of the Resettlement Action Plan (RAP)

The following are the objectives of RAP:

- a) To ensure that any potential adverse impacts from project construction and associated activities are mitigated and where possible avoided through early recognition of, and response to, issues.
- b) To guide the proponent to implement its compensation in a fair and transparent manner and to meet the interest and needs of the Project Affected Persons (PAPS).
- c) To ensure compensation activities associated with the project meet the World Bank (WB) policy guidelines and procedures on resettlement and compensation in accordance to the country's legal and regulatory framework.
- d) To provide a monitoring and evaluation framework to be adopted by the Lhubiriha Boarder Market Project in accordance with the World Bank standards; and the resources that GLTF project need to allocate to sufficiently cover the cost of mitigating adverse project impacts so that the status of the PAPS remains as previous or is improved.

1.4 Guiding Principles for the RAP

The RAP has been developed in full compliance with the Resettlement Policy Framework for Border Post/Market Projects prepared for the GLTF which has the following principals as outlined;

- a) Involuntary resettlement and land acquisition will be avoided where feasible, or minimized, where it cannot be eliminated.
- b) Where involuntary resettlement and land acquisition are unavoidable, resettlement and compensation activities will be conceived and executed as sustainable development programs, providing resources to give PAPS the opportunity to share project benefits.
- c) PAPS will be meaningfully consulted and will participate in planning and implementing of the project.
- d) PAPS will be assisted in their efforts to ideally improve their livelihoods and standards of living or at least to restore them, in real terms, to pre-displacement levels or levels prevailing prior to the beginning of the project implementation, whichever is higher.

- e) Measures to address resettlement will ensure that project affected people are informed about their options and rights pertaining to resettlement, are included in the consultation process and given the opportunity to participate in the selection of technically and economically feasible alternatives. They will also be provided prompt and effective compensation at full replacement cost for losses of assets and access attributable to the project investments.
- f) Projected affected Persons if resettled will be supported to integrate economically and socially into host communities so that adverse impacts on host communities and vice versa are minimized. To this end, appropriate patterns of social organization will be promoted and existing social and cultural institutions of PAPs supported to the greatest extent possible.
- g) This RAP applies to all PAPs regardless of the total number affected, the severity of the impact and whether or not they have legal title to the land. Informal or customary tenure is to be treated in the same manner as formal, legal titles.
- h) All PAPs will be (have to be) identified and recorded as early as possible, preferably at project investment identification stage, in order to protect those affected by the project and prevent an influx of illegal encroachers, squatters, and other non-residents who will wish to take advantage of such benefit.
- i) Particular attention will be paid to the needs of vulnerable groups among those displaced; especially those below the poverty line, the landless, the elderly, women and children, orphans, marginalized groups and the ethnic minorities or other displaced persons who may not be protected through the Kenyan laws. The objective is to provide whatever additional assistance may be necessary to restore pre-project living standards.
- j) The compensation of the PAPs must be completed prior to the implementation of the project.
- k) The cutoff date was 8th April 2019 the day when registration of market vendors commenced.
- l) Bona fide vendors will be all vendors who will be operating in the market before the cutoff date and shall be considered eligible for relocation and reinstatement in the redeveloped market.

m) Non bona fide vendors will be all vendors who will not have been operating in the market before the cutoff date and any members of the public that may wish to obtain work space in the market after the cutoff date and these shall only obtain workspace in the market through application and after all bona-fide vendors have been fully reinstated in the redeveloped market.

1.5 Scope of Resettlement Action Plan

This Resettlement Action Plan (RAP) has been prepared in line with the project resettlement policy framework; World Bank safeguards policies and more particularly the Involuntary Resettlement Policy, and Environmental and Social Management Framework (ESMF) for Border Post/Market Projects. This RAP therefore covers the following areas:

- a) Socio-economic profiling on the project area
- b) Review of the policy, legal and regulatory framework governing the RAP
- c) Stakeholder consultations, public engagement, and disclosure
- d) Analysis of social impacts pertinent to proposed project and mitigation measures.
- e) Market vendors' relocation strategies.
- f) Vendors' resettlement processes and strategies.
- g) Grievance management and redress mechanism
- h) RAP implementation plan
- i) Monitoring and completion audit of the RAP

1.6 Study Methodologies

This chapter presents the methodology used to conduct the socio-economic assessment and current project socio-economic baseline situations formed through a combination of primary survey data, secondary data and stakeholder consultation. Knowledge of existing population, infrastructure (such as roads), available healthcare services, economic activity and literacy levels of the project area is essential to understand project affected communities, potential benefits to recipient communities and the likely challenges during project implementation.

The social assessment used both qualitative and quantitative methods and several techniques were used in data collection including key informant interviews (stakeholder consultations), focus group discussions and case study reviews. These were vital in establishing the social baseline information and engagement at the local project area while community consultations were the largest aggregation of stakeholders during data collection process.

1.6.1 Sources of Data

The data for the study was drawn from both primary and secondary sources.

Primary sources: These included structured interviews, focus group discussions, and key informant interviews.

Secondary data sources: These consisted of mainly of a review of documents at local and national level. The review of literature was an equal measure about the use of secondary information prior to commencement of the study. The review of literature and desk study of available baseline information from studies earlier collected and reviewed from the project area including but not limited to relevant legal framework, project specific information from the developer, respective district development plans, and the World Bank social safe guards. More particularly, this involved the review of different categories of literature including;

- a) GLTFP Environmental and Social Management Framework.
- b) Kasese District Development plan (2015-2020).
- c) Kasese District Statistical Abstract (2014).
- d) Uganda National Population and Housing Census 2014.
- e) World Bank's Involuntary Resettlement Policy.
- f) World Bank Environmental and Social Safeguards.
- g) Relevant national legal, policy and regulatory framework.

1.6.2 Respondents selection procedure

The traders in Lhubiriha Market and Mpondwe town include women (72%), men (28%) and PWD(3.4%). The various categories have formed associations and groups through which they promote their interests and objectives. Such groups include, Mpondwe Cross border traders association, Mpondwe Women Trade Associations and Karambi People with Disabilities Association. The consultations targeted leaders and recommended members of the associations to solicit for their views. This was to ensure that the views collected represent the opinions of the majority of the vendors and communities in and around Mpondwe.

1.6.3 Data Collection methods

The consultant used majorly qualitative methods to assess the socio-economic situations of project beneficiaries. The consultant used the following techniques to collect primary data; key informant interviews, focused group discussions and community and stakeholder consultative meetings.

Key informant interviews were conducted to gather information from local government leaders at national, district, sub-county and community levels. The

sample at the district level included the Assistant Chief Administrative Officer, District Commercial Officer and the District Natural Resource Officer. Mpondwe Town Council officials included; the Production Officer, Community Development Officer, Environment Focal Person, Production and Marketing Officer among others.

Focus group discussions were held for four different categories of the vendors and border communities which included; women, men, People with Disability, and cross border traders' association members. The division of the focus groups was meant to ensure that different classes of correspondents express themselves freely without any fear. Participants in the focus discussion groups were randomly selected from the men and women groups in the market. For the PWDs, participants of the FDG were leaders of the association.

The Survey Monkey's sample size calculator was used to determine the sample size for the in depth individual interviews taking a confidence level of 95% and 10% margin of error

Of the 2768 vendors in the market, a sample size of 94 people was chosen using the Survey Monkey Size Calculator Eight of the total questionnaires served were rejects due to inaccuracy in the data provided by respondents.

- ❖ Vendors in common trades face similar challenges, a smaller sample of a given section of traders would give a representative general perception of the population.
- ❖ Vendors' operations in the market are very erratic. Number of vendors on non-peak market days is unpredictable and usually low. Besides, on peak days when vendors are in big numbers, most of them are very busy and not willing to offer time for engagements. For these reasons, the consultant decided to use a relatively smaller but representative sample size backed by other data collection techniques as discussed in Section 1.6.2 above.

Public awareness raising campaigns for the project were carried out from 10th -15th June, 2019 by MoTIC, Kasese District Local Government and Mpondwe Town council. Public gatherings in the market and at the town council headquarters were conducted to inform the general public on;

- a) the proposed redevelopment of the market,
- b) the proposed relocation and reinstatement plan and,
- c) Avenues through which they can benefit from the project among others.

Engagements with key informants including Mpondwe Town council, kasese district and COMESA officials were conducted between July –September 2019 in English language while the focus group discussions, in depth interviews and public

awareness gatherings were conducted in English and translated in Rukonjo which is the common language used in Kasese district.

Table1 Below gives a summary and numbers of people that were engaged during data collection.

Table 1: Participants Engaged in Interviews and Discussions

| No. | Category | Number of participants | | Venue |
|-----|---|---|---|---|
| 1 | Focus Group Discussions with vendors selected in line with subsection 1.6.2 | Men | 10 | Lhubiriha Market |
| | | Women | 10 | |
| | | PWD (Karambi People with Disabilities Association) | 4 | |
| 2 | Key informant interviews | Kasese District Officials | 5 | District Hall |
| | | Mpondwe TC officials | 9 | Town Council offices |
| | | Lhubiriha Traders' Association | 7 | Association office |
| | | COMESA Representatives | 2 | Mpondwe COMESA office |
| 3 | In depth individual interviews | Respondents | 86 | Lhubiriha Market |
| 4 | Public consultation on Resettlement Process in Lhubiriha Market, Mpondwe and Bwera towns. See field photography in Appendix 5 | Market vendors, community members Kasese District officials Mpondwe Town Council Officers | 1000s | Lhubiriha Market, Lhubiriha Market, Mpondwe and Bwera |
| 5 | Consultations and verification of land for renting for the Temporary site (Section 6.2.2 and appendix 7) | Landlords of the identified site, communities and leaders | All the 12 landlords, neighbors and local leaders | Proposed Temporary |
| 6 | Public awareness raising campaigns. See field photography in Appendix 5 | General public including market vendors | 1000s | Lhubiriha Market Kasese Guide radio |

In addition to the specific face to face interviews, focused group discussions that were conducted, the process involved public consultation in the market, the community in Mpondwe as indicated in the attached pictures: Appendix 5

The consultant also reviewed different categories of literature including;

- a) GLTFP Environmental and Social Management Framework.
- b) Kasese District Development plan (2015-2020).
- c) The project Resettlement Policy Framework
- d) Kasese District Statistical Abstract (2014).
- e) Uganda National Population and Housing Census 2014.
- f) World Bank's Involuntary Resettlement Policy.
- g) World Bank Environmental and Social Safeguards.

The data collected from the field and information gathered from the review of the secondary data informed the generation of the findings.

1.6.4 Data Processing and Analysis

The consultant analyzed data collected from field and from the secondary data focusing on socio economic situational analysis of the project area, people and project beneficiaries including their concerns and perceptions on redevelopment of the market, relocation to the temporary site, allocation of redeveloped facilities and the impact of the construction phase, among others. The goods and service provided, demographic characteristics, trade activities, education levels, religious affiliations and marital status of the Market vendors of Mpondwe Market were analyzed.

Analysis involved checking the notes for key responses to particular questions, but also identified key themes and patterns of responses emerging from the data. Relevant quotations are included in the RAP report to reflect voices/opinions of the respondents. Data from the different sources generated through various methods were used to validate and complement each other.

2 LEGAL AND POLICY BACKGROUND

This chapter discusses the legal operating environment regarding land acquisition and resettlement of project affected persons as anticipated in the implementation of the Lhubiriha Market Redevelopment Project. The chapter highlights major issues related to Ugandan land legislation with regard to involuntary resettlement in this RAP. It provides a brief overview of the Uganda land policy, and the Uganda's constitutional provisions related to land use, planning, acquisition, management and

tenure, and their relevance to the project. The chapter also gives a comparison of the Ugandan land legislations with the World Bank OP 4.12 highlighting gaps and making mitigations measures to fill up gaps.

2.1 Uganda Legislation and Practice

2.1.1 National Land Policy, 2013

The Policy recognizes the provision of Uganda's Constitution which empowers the Central Government or a Local Government to acquire land in public interest provided the acquisition is necessary for public use or is in the interest of defense, public safety, public order, public morality or public health and is subject to prompt payment of a fair and adequate compensation, prior to the taking of possession or acquisition of the property.

This policy will guide on acquisition of land at the temporary relocation site of the market. It will also guide on the mechanisms and structures for claiming restitution, compensation or resettlement relating to housing and property.

2.1.2 The Constitution of the Republic of Uganda (1995)

This gives government and local authorities a statutory power of compulsory acquisition of land in public interest and makes provision; inter alia, for "prompt payment of fair and adequate compensation" prior to the taking of possession of any privately-owned property.

The RAP will be conducted in accordance with the provisions of the constitution of Uganda ensuring that all bona fide vendors are reinstated in the refurbished market and that all land owners at the temporary relocation site are fairly compensated for their land.

2.1.3 The Land Act, Cap 227

This addresses four issues namely; holding, control, management and land disputes. In regard to tenure, the Act repeats (in Section 3) provisions of Article 237 of the Constitution which vests all land ownership in the citizens of Uganda, to be held under customary, freehold, mailo or leasehold tenure systems. However, the Land Act provides for acquisition of land or rights to use land for execution of public works.

Regarding control of land, the Act reaffirms the statutory power of compulsory acquisition conferred on the government and local authorities under articles 26 (2) and 237(2) (a) of the Constitution (Section 43). Since the Act does not repeal the Land Acquisition Act No. 14 of 1965, it is assumed that this legislation, meets requirements of Article 26(2) of the Constitution that requires a law to be in place for payment of compensation and access to courts.

Section 77(2) of the revised edition (2000) of the Land Act 1998 provides for a disturbance allowance on top of the computed compensation amount as shown below:

- ❖ 30% of compensation amount if quit notice is given within 6 months.
- ❖ 15% of compensation amount if quit notice is given after 6 months.

The rights of spouse and children are protected under the Constitution of Uganda and the Land Act (Cap 227). The consent of spouse and children must be acquired prior to any transaction by the head of household on land on which the family ordinarily resides.

The resettlement plan will involve no compulsory acquisition of land both at the current market site and the temporary resettlement site. Forefront engagements with land owners at the relocation site are ongoing and the town council will only takeover after completion of agreement.

All compensations that are to be made during this RAP shall be done in accordance to the provisions of this Act.

2.1.4 Land Acquisition Act (1965)

This Act makes provision for procedures and method of compulsory acquisition of land for public purposes whether for temporary or permanent use. The Ministry responsible for land may authorize any person to enter upon the land, survey the land, dig or bore the subsoil or any other actions necessary for ascertaining whether the land is suitable for a given public purpose. However, compensation should be paid to any person who suffers damage as a result of such actions.

The Land Acquisition Act stops at payment of compensation to the affected people. In Uganda, it is not a legal requirement for a project to purchase alternative land for affected people. Once affected people are promptly and adequately compensated, the project proponent's obligations stop at this extent and there is no legal requirement that people should be moved or provided with alternative land. In Ugandan legal context, once people are compensated, they are expected to vacate affected properties without further claim.

2.1.5 Local Governments Act, Cap 243

This Act provides for decentralized governance and devolution of central government functions, powers and services to local governments that have own political and administrative set-ups. Districts have powers to oversee implementation of development activities. They also have units such as District Land Tribunals responsible for solving complaints that arise from land acquisition valuations and compensation payments.

According to Section 9 of the Act, a local government is the highest political and administrative authority in its area of jurisdiction and shall exercise both legislative and executive powers in accordance with the Constitution.

Kasese District and Mpondwe Town Council form part of the RAP team. Local Government will play key role in the temporary relocation of vendors and ensure a smooth reinstatement of vendors in the market.

2.1.6 The Persons with Disability Act, (2006)

The Government published its National Policy on Disability in February, 2006. It states that “four in every 25 persons in Uganda are persons with disabilities”. Thus, the disability fraternity appreciates that by enacting the disability policy and other relevant pieces of legislation, the government of Uganda is fulfilling its constitutional obligation of addressing the plight of people with disabilities.

The strategic objective of this policy is "promoting equal opportunities and enhanced empowerment, participation and protection of rights of persons with disabilities (PWDs) irrespective of gender, age and type of disability". Article 16 recognizes the rights of persons with disability and states that the "Society and the State shall recognize the right of persons with disability to respect and human dignity".

This resettlement action plan shall be conducted in accordance to the objective and requirements of this Act. Facilities designed for PWDs will be considered in the Architectural design of the market.

2.2 World Bank’s Involuntary Resettlement Policy

This policy is triggered in situations involving involuntary taking of land and involuntary restrictions of access to legally designated parks and protected areas. The policy aims to avoid involuntary resettlement to the extent feasible, or to minimize and mitigate its adverse social and economic impacts. It promotes participation of displaced people in resettlement planning and implementation, and its key economic objective is to assist displaced persons in their efforts to improve or at least restore their incomes and standards of living after displacement. The policy prescribes compensation and other resettlement measures to achieve its objectives and requires that borrowers prepare adequate resettlement planning instruments prior to Bank appraisal of proposed projects.

2.2.1 Objectives of the Operational Principles

To avoid or minimize involuntary resettlement and, where this is not feasible, to assist displaced persons in improving or at least restoring their livelihoods and standards of living in real terms relative to pre-displacement levels or to levels prevailing prior to the beginning of project implementation, whichever is higher.

Assess all viable alternative project designs to avoid, where feasible, or minimize involuntary resettlement.

Through census and socio-economic surveys of the affected population, identify, assess, and address the potential economic and social impacts of the project that

are caused by involuntary taking of land (e.g., relocation or loss of shelter, loss of assets or access to assets, loss of income sources or means of livelihood, whether or not the affected person must move to another location) or involuntary restriction of access to legally designated parks and protected areas.

Identify and address impacts also if they result from other activities that are (a) directly and significantly related to the proposed project, (b) necessary to achieve its objectives, and (c) carried out or planned to be carried out contemporaneously with the project.

Consult project-affected persons, host communities and local nongovernmental organizations, as appropriate. Provide them opportunities to participate in the planning, implementation, and monitoring of the resettlement program, especially in the process of developing and implementing the procedures for determining eligibility for compensation benefits and development assistance (as documented in a resettlement plan), and for establishing appropriate and accessible grievance mechanisms. Pay particular attention to the needs of vulnerable groups among those displaced, especially those below the poverty line, the landless, the elderly, women and children, Indigenous Peoples, ethnic minorities, or other displaced persons who may not be protected through national land compensation legislation.

Inform displaced persons of their rights, consult them on options, and provide them with technically and economically feasible resettlement alternatives and needed assistance, including prompt compensation.

This OP mitigates economic, social and environmental risks associated with involuntary resettlement under development projects. Some of the risks associated with involuntary resettlement include, loss or damage to stock leading to impoverishment of PAPs; relocation to environments where people may not use their productive skills and where competition for resources is greater; relocation to areas where community institutions and social networks are weakened; kin groups are dispersed; and cultural identity, traditional authority, and the potential for mutual help are diminished or lost.

The policy prescribes compensation and other resettlement measures to achieve its objectives and requires that Resettlement Action Plan be carried out to guide resettlement of affected people.

2.3 Gap Analysis between Op 4.12 and Relevant Laws of Uganda

Table 2: Comparison of Ugandan Laws and the World Bank Policies on Resettlement and Compensation

| World Bank OP4.12 | Ugandan Law | Comparison/Gaps | Application of OP 4.12 or National Law. |
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| General Requirements | | | |
| <p>World Bank OP4.12 has overall policy objectives, requiring that Involuntary resettlement should be avoided wherever possible, or minimized, exploring all alternatives.</p> | <p>According to Ugandan legislation, involuntary resettlement may occur as a result of projects implemented in public interest. However adequate compensation is given to all PAPs The Land Acquisition Act (1965) makes provision for procedures and method of compulsory acquisition of land for public purposes whether for temporary or permanent use.</p> | <p>Whereas the World Bank OP4.12 requires involuntary resettlement to be avoided wherever possible the Land Acquisition Act does not stipulate that involuntary resettlement should be avoided wherever possible; on the contrary, as long as a project is for public interest, involuntary resettlement is considered to be inevitable.</p> | <p>The Land Acquisition Act shall take preference in this case. Government shall involuntarily relocate vendors in order to redevelop the market in public Interest. However, compensation in form of reinstatement into the redeveloped market shall be done for all bona fide vendors. The relocation shall cause temporary loss of livelihood by vendors. However, an understanding between government and vendors was reached where, the two parties accepted to share obligations arising from the relocation process; Whereas government accepted to meet the</p> |

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| | | | <p>relocation expenses, vendors accepted to take on the liability of temporary loss of livelihood during the relocation and resettlement in the new market. See Appendix 2 A section B part ii(d) for vendors' consent to this.</p> <p>It was further agreed the Town Council will facilitate the vendors to transfer their kiosks and containers to the temporary site. See <i>appendix 2C</i></p> |
| <p>Resettlement programs should be sustainable, include meaningful consultation with affected parties, and provide benefits to the affected parties.</p> | <p>The Land Acquisition Act 1965 gives powers to the Ministry responsible for land to authorize any person to enter upon the land, survey the land, dig or bore the subsoil or any other actions necessary for ascertaining whether the land is suitable for a given public purpose. However, compensation should be paid to any person who suffers damage as a result of such actions.</p> | <p>Besides providing for Compensation to Affected parties, the Act does not provide explicit provisions for consultations and disclosure but there are guidelines issued by separate ministries (e.g. roads and energy).</p> <p>The Act however makes provision for an enquiry whereby the affected person can make formal written</p> | <p>The World Bank OP4.12 shall take preference.</p> <p>All project affected persons and a representative number of stakeholders were adequately consulted and the general public sensitized during surveys made by the Ministry and RAP team. See Table 1 in Section 1.6.1</p> <p>Consultations and sensitization shall be perpetuated throughout the</p> |

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| | | claim and the assessment officer is obliged to conduct a hearing before making his award. | entire relocation and resettlement process. |
| Displaced persons should be assisted in improving livelihoods or at least restoring them to previous levels. | The constitution of Uganda 1995 gives government and local authorities a statutory power of compulsory acquisition of land in public interest and makes provision for prompt payment of fair and adequate compensation prior to the taking of possession of any privately-owned property. | The Land Acquisition Act stops at payment of compensation to the affected people. It is not a legal requirement for a project to purchase alternative land for affected people. Once affected people are promptly and adequately compensated they are expected to vacate without further claims | Stipulations of World bank OP 4.12 policy will be implemented. A temporary alternative market site has been provided within vicinity of the current market (600mm away) where vendors will relocate their businesses to minimize loss of livelihoods during construction. The site will also be served with basic facilities including; sanitary facilities, business shelters, water, electricity and fence prior resettlement to minimize work place inconvenience due to unavailability of social services and utilities at the temporary relocation site. Market vendors that have temporary structures in |

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| | | | <p>current market such as wooden kiosks and stalls, metallic lock ups and containers will be allowed by the Town Council to shift their movable temporary structures from the current Market to temporary alternative market.</p> <p>Out of 2768 registered Vendors, 2002 constituting 82.5% of registered Vendors operate business in open spaces within the Market. The Project will construct a business shelter with a roof at the temporary market site for this category of vendors so that they continue conducting business during different weather conditions.</p> <p>There will be no physical displacement of people at the relocation site. Land lords at the site willingly offered their land to the Town Council for rent and these will be paid monthly rental fees for the</p> |
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| | | | <p>period of two years.</p> <p>Town Council agreed to restore to or near original state all land rented out once vendors are reinstated into the redeveloped market.</p> <p>Above all, reinstatement of all bona fide vendors in the new market shall greatly improve their economic livelihoods since the market shall have improved facilities and adequate work space among other amenities that will attract more customers to the market.</p> |
| Process Requirements | | | |
| <p>Consultation: Displaced persons should be meaningfully consulted and should have opportunities to participate in planning and implementing resettlement programs</p> | <p>The Land Acquisition Act requires government to cause a notice to be published in the Gazette and exhibited at convenient places on or near the land, stating that the Government intends to take possession of the land and that claims to compensation for all interests in the land may be made to government.</p> | <p>Although the land Acquisition Act only requires notification the affected person on land that government intends to own, the National Environmental Management Act seeks comprehensive consultations with the stakeholder and engaging them in the planning and</p> | <p>Both requirements of the World Bank OP4.12 and the Land Acquisition Act have been and shall be applied throughout the resettlement process.</p> <p>Vendors and all project affected persons have been engaged in the planning of the project and stakeholder</p> |

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| | | development proposed for the land | engagement will be sustained throughout the resettlement process. |
| Grievance: For physical resettlement, appropriate and accessible grievance mechanism will be established. | The Land Acquisition Act 1998 provides for land tribunals at district level to determine disputes and also provides for aggrieved person to appeal to the High Court | Ugandan legislation meets OP4.12 | Demands of the World Bank OP4.12 and the Land Acquisition Act in relation to grievance management shall be fulfilled. Refer to Chapter 7 of this report. |
| Eligibility Criteria Those legible for compensation under OP 4.12 are categorized as: a) Those who have formal legal rights to land (including customary and traditional rights recognized under the laws of the country); b) Those who do not have formal legal rights to land at the time the census begins but have a claim to such land or assets— provided that such claims are recognized under the laws of the country or become recognized through a | The Constitution of Uganda, 1995 vests all land directly in the Citizens of Uganda, and states that every person in Uganda has the right to own property. Ugandan law recognizes four distinct land tenure systems, customary tenure, freehold tenure, leasehold tenure, and mailo tenure. The Ugandan law provides a social protection of tenants on registered land.it protects customary land owners from unlawful evictions. | The constitution of Uganda does not make any specific accommodation for squatters or illegal settlers, and compensation is based on legal occupancy. (lawful or bona fide occupancy) Entitlement for payment of compensation is essentially based on the right of ownership or legal user/occupancy rights | Both the World Bank Policy and Ugandan Law will be applied. All bona fide vendors as defined in Section1.4 (i) shall temporarily be relocated and finally resettled in the redeveloped market. Priority during resettlement shall be given to bona fide vendors however, members of the public and non bona fide vendors as define in Section1.4 (m) who wish to do business in the redeveloped market shall also be given opportunity to apply for stalls as long as more work space is |

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| <p>process identified in the resettlement plan;</p> <p>c) Those who have no recognizable legal right or claim to the land they are occupying</p> | | | <p>still available after all bona fide vendors have been served.</p> <p>Only land for individuals that have ownership documents recognized by the constitution has been considered for rent by the town council for the temporary market relocation.</p> <p>Acquisition of the temporary relocation site was through normal public procurement process; several landlords were willing to offer land for rent to the Town Council and the council made choice of the best site basing on the size of the land offered, proximity to current market and legitimacy of ownership. See Section 6.2.4.2.1 of the RAP implementation plan for details on identification and acquisition of a temporary relocation site.</p> <p>The current market rate for rent of land in Mpondwe was</p> |
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| | | | considered while determining monthly rental fees. See Section 6.2.4.2.1 for details on rental fees agreed between land lords and the Town Council. |
| To determine eligibility OP 4.12 requires that a resettlement census be carried out. Cut- off date for eligibility is the day when the census begins. | The Land Acquisition Act requires government to notify land owners of a day, time and venue for them to present; <ul style="list-style-type: none"> ❖ the nature of their respective interests in the land; ❖ the amount and particulars of their claims to compensation for those interests; and ❖ their objections, if any, to any plan of the land made under section 4 or otherwise. | This is the same as the World Bank OP 4.12 | Both the World Bank Policy and Ugandan Law will be applied. Census, consultations and registration of bona fide vendors and land owners of the temporary site to be paid was done from 8 th April to 5 th June, 2019. 8 th April, 2019 was taken as the cutoff date. |
| Measures: Preference should be given to land based resettlement strategies for displaced persons whose livelihoods are land based. | The Land Acquisition Act is silent on the nature of compensation but it gives room for any form of compensation based on property valuation. | Cash based compensation seems to be the preferred mode of awarding compensation to the affected population by Government of Uganda | The World Bank OP4.12 shall take preference. No cash compensation shall be made to vendors but rather physical resettlement in the |

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| | | unlike the World Bank OP4.12. | redeveloped market as highlighted in subsection 6.2.3(Entitlements for all Project Affected Persons) |
| Cash based compensation should only be made where (a) land taken for the project is a small fraction of the affected asset and the residual is economically viable; (b) active markets for lost assets exist and there is sufficient supply of land and housing; or (c) livelihoods are not land-based. | The Land Acquisition Act is silent on the nature of compensation but it seems to give preference to cash compensation based on property valuation. | Cash based compensation seems to be the preferred mode of awarding compensation to the affected population by Government of Uganda. | The World Bank OP4.12 shall take preference. No cash compensation shall be made to vendors but rather physical resettlement in the redeveloped market. Refer to Section 6.2.3.... (Entitlements for all Project Affected Persons). Critical vulnerable groups that may not have physical ability to move back and forth during relocation and reinstatement will be facilitated to help them move their stock, moveable shelter if any and any other fixed business assets. These shall include; PWDs and the elderly above 60 years of age. Owners of the kiosks and containers will also be facilitated to move them to the |

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| | | | <p>temporary site</p> <p>Designs of the new market have taken into consideration needs of people with disabilities by providing ramps to ease their movement and designing stalls specifically for them.</p> <p>A day care center has also been provided for women vendors with school going children to allow them conduct their business while their children are taken care of in the day care center.</p> <p>Acquisition of the temporary relocation site was through normal public procurement process; several landlords were willing to offer land for rent to the town council and the council made choice of the best location basing on the size of the land available, proximity to current market and rental fees.</p> |
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| | | | <p>The current market rate for rent of land in Mpondwe was considered in determining monthly rental fees. Section 6.2.4.2.1 for details on rental fees agreed between land lords and the Town Council</p> <p>This was done through negotiations between the town council and the landlords as indicated in the consent agreement attached as appendix 3. Monthly rent payment shall be given to all land owners at the temporary relocation site for period of two years. Refer to the draft tenancy agreement to be signed between each landlord and the Town Council attached as appendix 8</p> |
| World Bank OP4.12 paragraph 6(a) requires that displaced persons are provided with prompt and effective compensation at full replacement cost for losses of | Land Act Acquisition Act provides for prompt, and fair compensation before the acquisition of land. What is fair is based on the valuation assessment. | Ugandan law does not provide for assistance to physically displaced persons on top of a fair compensation based on valuation. | <p>The Land Acquisition Act and the World Bank OP4.12 shall be applied.</p> <p>While government shall take on the task to prepare the temporary relocation site and</p> |

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| <p>assets attributable directly to the project. If physical relocation is an impact, displaced persons must be provided with assistance during relocation and residential housing, housing sites and/or agricultural sites to at least equivalent standards as the previous site. Replacement cost does not take depreciation into account. In terms of valuing assets, if the residual of the asset being taken is not economically viable, compensation and assistance must be provided as if the entire asset had been taken.</p> | <p>In case of discontent in compensation by the affected person, the law gives the affected person right to appeal to courts of law.</p> | <p>The land Acquisition Act does not out rightly stipulate assistance for relocation but we can interpret that relocation cost will be included in just compensation.</p> | <p>redeveloping the market, the vendors shall take upon themselves the liability of meeting the individual relocation expenses and temporal business losses during relocation and resettlement.</p> <p>Assistance that government shall provide to vendors during relocation and resettlement shall include; provision of security for goods and public awareness as described in the RAP Implementation Plan to ensure that business normalizes in the market.</p> <p>Prompt and effective payment of rental fees at full replacement cost shall be made for land owners at the temporary relocation site.</p> |
| <p>Compensation and other assistance required for relocation should be determined prior to displacement, and</p> | <p>The Land Acquisition Act requires valuation and compensation to be done before resettlement.</p> | <p>OP4.12 requires that displacement must not occur before all necessary measures for resettlement</p> | <p>Both World Bank OP4.12 and Land Acquisition Act shall be applied.</p> <p>A temporary alternative</p> |

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| <p>preparation and provision of resettlement sites with adequate facilities, where required</p> | <p>However, it does not provide for additional assistance besides the compensation given.</p> | <p>are in place, i.e., measures over and above simple compensation</p> | <p>market site has been provided within vicinity of the current market (600mm away). All bona fide vendors will be given work space to continue operating business as the market is being redeveloped; this is intended to minimize loss of livelihoods.</p> <p>The Project has allocated USD 20,000 to construct basic facilities to provide conducive working environment for the market vendors while in the temporary Market, including; sanitary facilities, business shelter, water, electricity and fence.</p> <p>All land owners shall be paid monthly rental fees for the period of two years (one year of construction and additional year for resettlement in the redeveloped market or in case of delays) and the tenancy agreements will have provisions for extension in</p> |
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| | | | case construction of the market exceeds the planned two years' construction period. |
| <p>Valuation: With regard to land and structures, "replacement cost" is defined as follows: For land in urban areas, it is the market value of land of equal size and use, with similar or improved public infrastructure facilities and services preferably located in the vicinity of the affected land, plus the cost of any registration and transfer taxes.</p> | Land Act Acquisition provides for fair compensation for the lost assets based on valuation. | Fair compensation by Ugandan Laws is based on current market value of the property to be lost. | World Bank OP4.12 on valuation and compensation measures shall be applied for all bona fide vendors and land owners at the temporary market relocation site. Non-bonafide vendors shall be given an opportunity to apply for space in the redeveloped market after all bona fide vendors have been resettled. |
| <p>Monitoring: Adequate monitoring and evaluation of activities to be undertaken.</p> | The Ugandan legislation demands for monitoring and evaluation. | Both Ugandan Law and World Bank policy advocates for Monitoring and Evaluation | Monitoring and evaluation shall be implemented as prescribed in the World Bank OP4.12 and Ugandan Law. |

3 SOCIAL ECONOMIC PROFILE OF THE PROJECT AREA

The consultant obtained information on: culture and society of PAPs, settlement pattern, tribal social structure and social organization, political and administrative systems, leadership structure, land ownership, and profiles of PAPs to be affected due to the project intervention as summarized below

3.1 Administrative structures

Administration of Kasese District is comprised of administrative zones which includes; a Municipal Council, 4 town councils, 2 counties, 9 sub counties, 115 parishes and 696 villages. Kasese District headquarters is located at Rukoki along the Kasese-Fort Portal highway. Mpondwe Town Council where the proposed market development is situated is a Uganda-Congo boarder town located in the Rwenzori Mountains. The Town Council incorporates Bwera which is another settlement to the immediate east of the Mpondwe border crossing. Therefore, "Mpondwe" refers to the combined "Mpondwe-Bwera" metropolitan area.

3.2 Population Distribution of Mpondwe Town Council

According to the 2014 national census figures, Mpondwe had a population of 51,018 and 51% of whom are women. Mpondwe's population is not estimated separately but is part of the four parish level villages of Muramba Sub County whose population was estimated at 36,355 of which over 55% are women (GLTF, 2015).

3.3 Settlement Pattern and Land use

The principle land use at Mpondwe is residential use and small-scale agriculture. Small-scale agriculture is widely distributed in existing land around the area as well the periphery areas which are not yet transformed into other uses. The border post area of Mpondwe is characterized by substandard building structures which the communities are using for residential and business purposes. Specific structures which stand out at Mpondwe include the offices of Uganda Revenue Authority, Mpondwe Central Market and offices of Mpondwe-Bwera Town Council. (GLTF, 2015)

3.4 Ethnicity

Kasese is a multi-lingual district with over six indigenous tribes of Bakonzo, Basongora, Banyabindi, Bakingwe, Bagabo, Banyagwaki. Three more tribes are of the immigrants and these include Bafumbira, Bakiga and Batagwenda. (Kagame, 2019). Each of these tribes has got a cultural leader and ever on loggerheads with the bakonzo a minority tribe that has always claimed superiority over the others. Though the tribe is called "Bakonzo" and culture supposed to be Bakonzo as the area is known is Bukonzo this tribe has gotten over six identities of Bakonzho/ Mukonzho, Bayiira/Muyiira, and Banya Rwenzururu. (Kagame, 2019).

Mpondwe town is multi ethnic town with the Bakonzo, Batooro, Batagwenda, and Congeese being the predominant tribes in the area.

3.5 Social services delivery

3.5.1 Education

Mpondwe has a number of primary schools which include Kathero Model Primary School, Moshi Memorial Primary School and Unity Bridge Nursery & Primary School. Secondary schools include Mpondwe Moslem Vocational and Mpondwe Lhubiriha Secondary School (GLTF, 2015).

3.5.2 Health

Mpondwe border post has a significant high concentration of poor households with limited capacity to access or afford quality medical treatment. The border is served by Bwera Hospital, a Government health facility in the area serving surrounding sub-counties and patients from Democratic Republic of Congo. (GLTF, 2015) The hospital bed capacity is 100 despite the fact that many times it admits up to 300 patients. Bwera hospital like most government hospitals in the country faces a number of challenges including non-functioning equipment, understaffing, poor funding, over-worked staff and delayed payment. Mpondwe is at the border with north Kivu region of DRC where there is an outbreak of Ebola. This compounded by the outbreak of COVID19 could affect the relocation, development and market operations. Measures should therefore be developed and implemented to ensure the safety of the market dwellers and developers.

However, the town is covered by a number of small private health facilities ranging from health Centre II to III. Table 3 below lists health centres within Mpondwe Town Council.

Table 3: Health facilities within Mpondwe Town Council

| Name | Level | Ownership | Owner category | Status | Functionality |
|----------------------|----------|-----------|----------------|----------|---------------|
| Nyabugago | III | PNEP | PNFP | IP & OPD | Functional |
| Karambi Nursing Home | II | Private | PFP | OPD | Functional |
| Kasanaga PHC | III | PNEP | | | |
| Kyambogho SDA Clinic | II | Private | PFP | OPD | Functional |
| Kyambogho Clinic | III | Private | PFP | IP & OPD | Functional |
| Bwera | Hospital | Public | Government | IP & OPD | Functional |
| Mpondwe Moslem | II | UMSC | PNFP | OPD | Functional |

(Kasese-DHO, 2019)

3.5.3 Safe drinking water coverage and Sanitation

Sanitation coverage in Kasese has improved over the past ten years. Due to lack of good technology alternatives, most solutions have revolved around on-site sanitation in the form of VIPs and conventional waterborne for those areas in close proximity to the waterborne network. Where water is not available, conventional pit latrines have been the norm. (KDLG, 2016)

A largest percentage of the domestic water supply facilities in the district include springs, gravity flow schemes and boreholes. It is currently estimated that there are 1,167 protected springs and 183 boreholes and about 1,450 GFS taps available for rural water supply with average access to safe water coverage being estimated at between 60-70%. Water supply systems that use surface water are the National Water and Sewerage Corporation plant, which supplies mainly Kasese Municipal Council, the Katwe-Kabatooro Urban water supply system which supplies Katwe Town council and Bwera Water supply which serves the 3 sub counties of Bwera, Karambi and Nyakiyumbu. (KDLG, 2016)

Government through the Town Council launched a new initiative called Amaizi marungi and it serves the town with piped water.

However, piped water is paid for and communities that cannot afford water costs still rely on River Lhubiriha and another water flow stream called River Kyabilho flowing through the Uganda boarder town.

3.5.4 Energy sources

Over 98.8% of the households in Kasese depend on fuel wood yet only 12% use energy-efficient cook stoves. ((KDEA), 2013) This leads to wood fuel wastage accelerating deforestation, associated land-degradation as well as ill-health due to indoor pollution.

Only 7.6% of the population has access to electricity for lighting (1.4% of rural homes use HEP to light homes, 88.2% of urban homes in Kasese depend mainly on HEP to light homes); 80% of homes rely on expensive kerosene fuel to light their homes at night (90.5% of rural population use kerosene for lighting; 38% of urban homes use kerosene to light homes). ((KDEA), 2013) This form of lighting is not only expensive, but is associated with toxic fumes both to human health and the environment through carbon-emissions that accelerate climate change. 4.3% of the rural population use solar energy for lighting. ((KDEA), 2013)

The reasons for low use of modern energy sources for lighting (electricity and solar) range from lack of access or unreliability for electricity and the high cost of energy types to both rural and urban household)

Mpondwe town is served with electricity from Kilembe Investments Limited, a utility service company serving the Kasese Region with power from the national grid. The market too is currently served with electricity.

3.6 Source of livelihood

The main source of income to communities in Mpondwe is trade in both agricultural and non-agricultural products across the border. A number of other people in the town generate incomes through employment. The major currencies used at the border are Ugandan shillings, Congolese Francs and United States Dollar. (GLTF, 2015)

3.7 HIV/AIDS

The current official HIV infection rate in the south western region of the country where Kasese District falls stands at 8.2% which is above the national rate which currently stands at 7.3%. (B.Nzinjah, 2015) The most HIV transmission spotlight places in Kasese District include; Hima town, Kasese Municipality, Mpondwe border and the fishing villages of Lake Katwe, Kasenyi, Hamukungu, Katunguru and Kahendero due to the nature of activities in the affected areas. (B.Nzinjah, 2015)

A survey carried in Kasese in 2013 under a government project called “Priorities for Local Aids Control Efforts (PLACE)” revealed that 14.5% of the females working in Bars, Lodges and Hotels in the district were HIV positive while the male workers were stood at 5.4%. The Survey also revealed that the most infected age group was between 30 and 34 and those between 40 and 44.

3.8 Demographic Characteristics and the social Economic status of the market

3.8.1 Administrative structure of Lhubiriha Market

Lhubiriha market is run by Mpondwe Town Council on behalf of Kasese District. The market was tendered out to a private operator by the Town Council. The tenderer is responsible for collecting revenue from the market generates approximately UGX 280,000,000 annually.

The market vendors have an association with an administrative council that manages the market on behalf of the association. This is composed of;

- a) A Chairperson with an assistant
- b) Secretary
- c) Treasury
- d) Secretary for Defense,
- e) Minister in charge of Person with Disability

The council is formed through a democratic process and it is altered every five years. A vendors’ registration programme was instituted by the Ministry of Trade, Industries

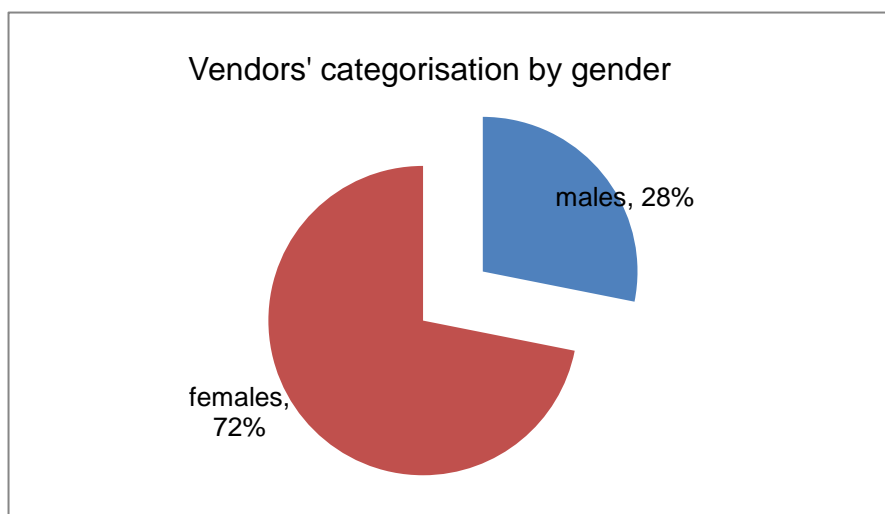
and Cooperatives. Mpondwe Town Council maintains a formal vendors' register which will be updated during RAP implementation.

The town council is responsible for the infrastructural and major maintenance of the market whereas the tenderer is tasked with general maintenance which include; general cleanliness and sanitation at the market.

3.8.2 Demographic characteristics

3.8.2.1 Disaggregation by gender

According to the socio-economic survey conducted, majority of vendors in the market are women representing 72% of the total market population only 28% are men.



Source: Primary Data

Figure 1: Categorization of vendors by sex

3.8.2.2 People with Disability

People with Disabilities in Mpondwe market are organized in an association called "Karambi People with Disabilities Association" which is comprised of 95 members. (MoTIC, 2019) This represents 3.4% of the total population of market vendors according to the vendors' registration report by MoTIC. Of these, only 25 are women representing 1.2% of the total female population in the market and 70 are men representing 9.8% of the total male population in the market. Karambi People with Disabilities Association executive members were consulted and their views were incorporated in this report.

3.8.2.3 Disaggregation by business type and gender

Table 4 below gives demographic characteristics of the market disaggregated by business type and gender.

Table 4: Market demographics disaggregated by business type and gender

| Business Type | Total vendors | Gender | Percentage by Gender |
|---------------|---------------|--------|----------------------|
| | | | |

| | | Female | Male | Female | Male |
|-------------------------------------|-----|--------|------|--------|-------|
| Sale of agro products | 1 | 0 | 1 | 0.0 | 100.0 |
| Sale of bitenge (African wear) | 63 | 55 | 8 | 87.3 | 12.7 |
| Butchery | 41 | 8 | 33 | 19.5 | 80.5 |
| Chapati selling | 1 | 1 | 0 | 100.0 | 0.0 |
| Charcoal vending | 9 | 8 | 1 | 88.9 | 11.1 |
| Sale of poultry | 129 | 114 | 15 | 88.4 | 11.6 |
| Cosmetic shops | 7 | 2 | 5 | 28.6 | 71.4 |
| Drug shops | 3 | 1 | 2 | 33.3 | 66.7 |
| Poultry products (eggs) | 10 | 2 | 8 | 20.0 | 80.0 |
| Sale of electronics | 3 | 1 | 2 | 33.3 | 66.7 |
| Fish mongering | 594 | 463 | 131 | 78.1 | 22.0 |
| Sale of fruits and vegetables | 357 | 345 | 12 | 96.6 | 3.4 |
| General merchandise | 374 | 165 | 209 | 44.2 | 55.8 |
| Lodging | 1 | 1 | 0 | 100.0 | 0.0 |
| Meat roasting | 23 | 21 | 2 | 91.3 | 8.7 |
| Mobile money | 40 | 22 | 18 | 55.0 | 45.0 |
| Sale of mobile phones | 1 | 0 | 1 | 0.0 | 100.0 |
| Forex services | 21 | 3 | 18 | 14.3 | 85.7 |
| Sale of motor spares | 1 | 0 | 1 | 0.0 | 100.0 |
| Sale of motorcycles | 1 | 0 | 1 | 0.0 | 100.0 |
| Sale of silver fish | 122 | 112 | 10 | 91.8 | 8.2 |
| Sale of new Shoes and Clothes | 251 | 161 | 90 | 64.1 | 35.9 |
| Sale of old clothes, bags and shoes | 210 | 159 | 51 | 75.7 | 24.3 |
| Sale of Palm oil | 121 | 117 | 4 | 96.7 | 3.3 |
| Phone charging | 4 | 1 | 3 | 25.0 | 75.0 |
| Phone repair | 2 | 0 | 2 | 0.0 | 100.0 |
| Sale of plastic shoes | 23 | 17 | 6 | 73.9 | 26.1 |
| Produce | 276 | 226 | 50 | 81.9 | 18.1 |
| Restaurant | 29 | 26 | 3 | 89.7 | 10.3 |
| Saloon | 9 | 8 | 1 | 88.9 | 11.1 |
| Sale of soft drinks | 32 | 17 | 15 | 53.1 | 46.9 |
| Stationery and Secretarial | 2 | 0 | 2 | 0.0 | 100.0 |
| Tailor | 6 | 4 | 2 | 66.7 | 33.3 |

Source: Mpondwe Market Vendors' Registration Report

3.8.3 Social Economic Activity

The market operates daily but with some days commonly known as border market days. Wholesaling of fish is done on Mondays and Thursdays, while the bulk of trade in all commodities is done on Tuesdays and Fridays. Farm products traded at Lhubiriha Market include but not limited to; fish, poultry, livestock, yellow bananas, avocados, onions, cabbages and beans, (GLTF, 2015). This is illustrated below:

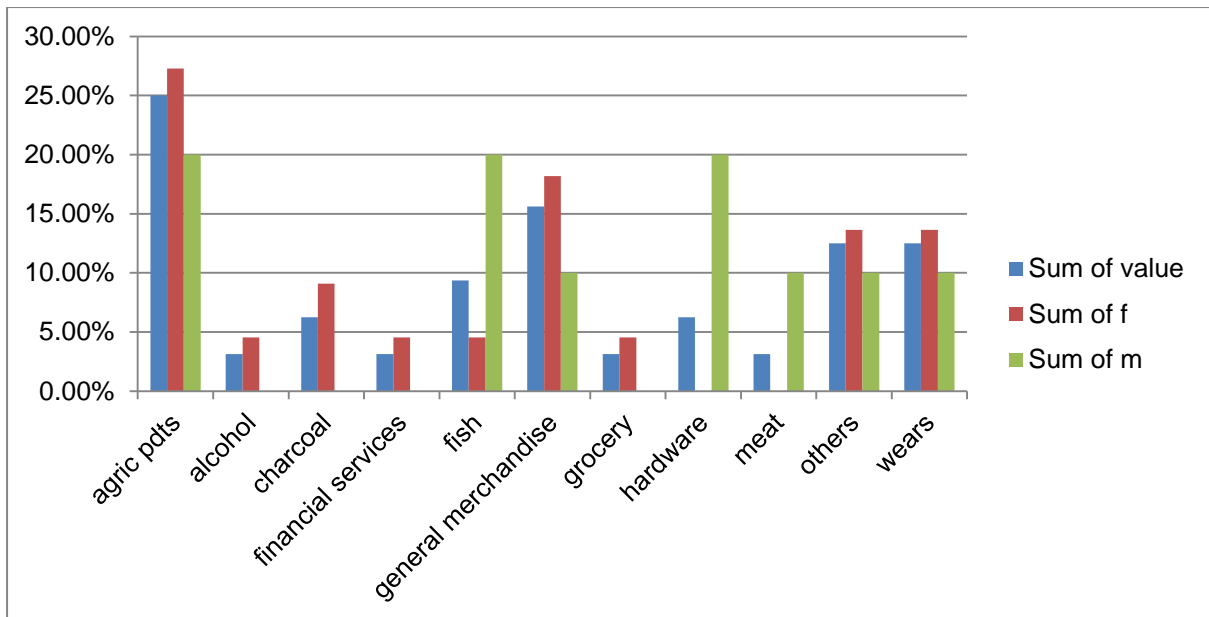


Figure 2: Analysis of goods, services and gender at Lhubiriha Market

3.8.4 Marital Status

Over 81.25% of vendors in the market are either married or cohabitating. 34.46% of these are male while 65.54% are females. Only 18.76% are single, separated or widowed and these were all females which constitute 3.13%, 3.13% and 12.50% of the total population of unmarried vendors respectively.

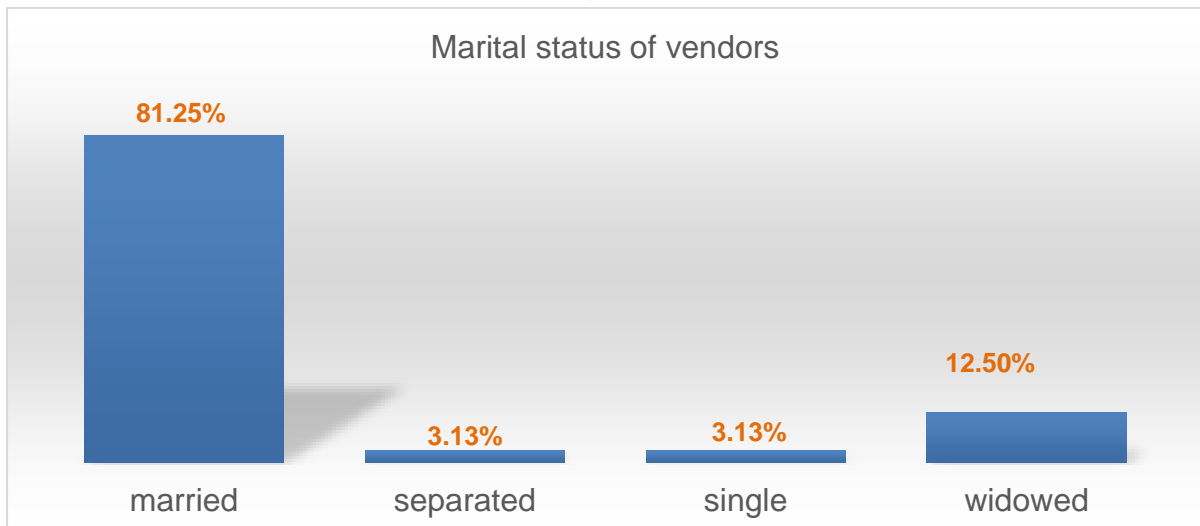
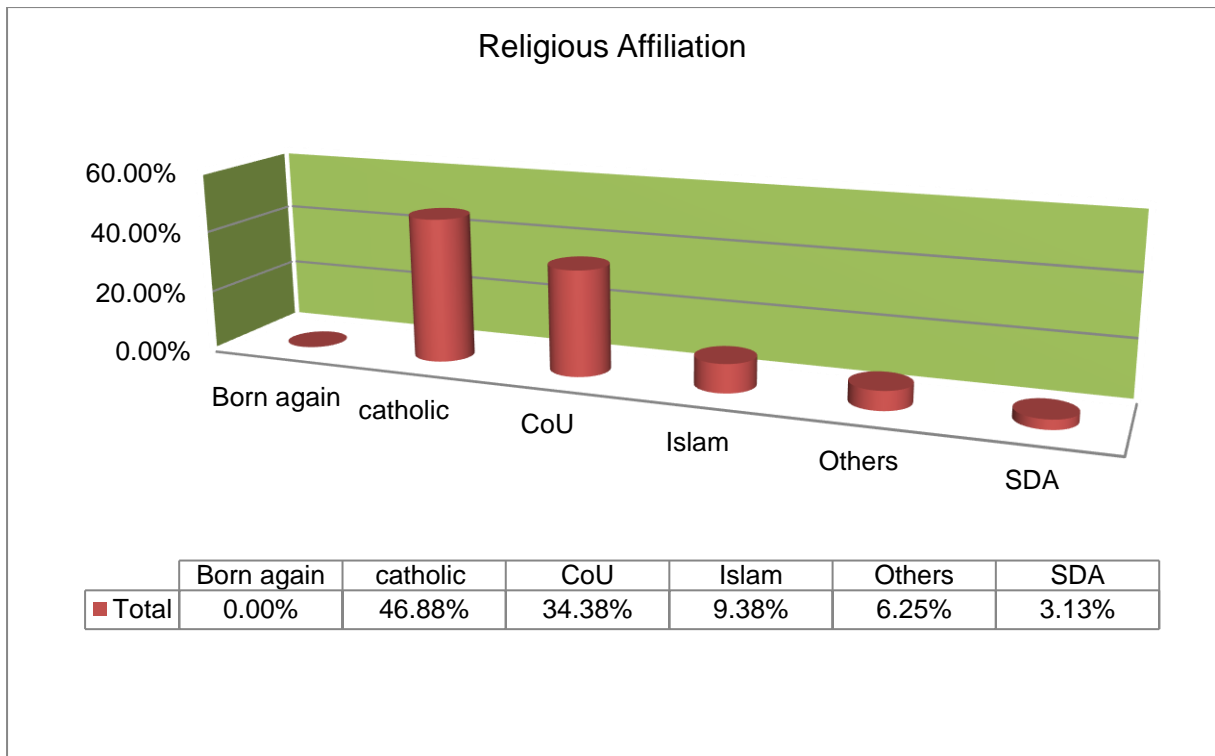


Figure 3: Marital status of vendors

3.8.5 Religious Affiliation

According to vendors whose religions were asked, Catholics and Anglicans were dominant with percentages 46.88% and 34.38% respectively. This is shown in figure below.



3.8.6 Education Level

About 50% of the vendors had only stopped at primary level. However despite the fact that they were less educated, many have supported and encouraged their children to stay in school. See figure below

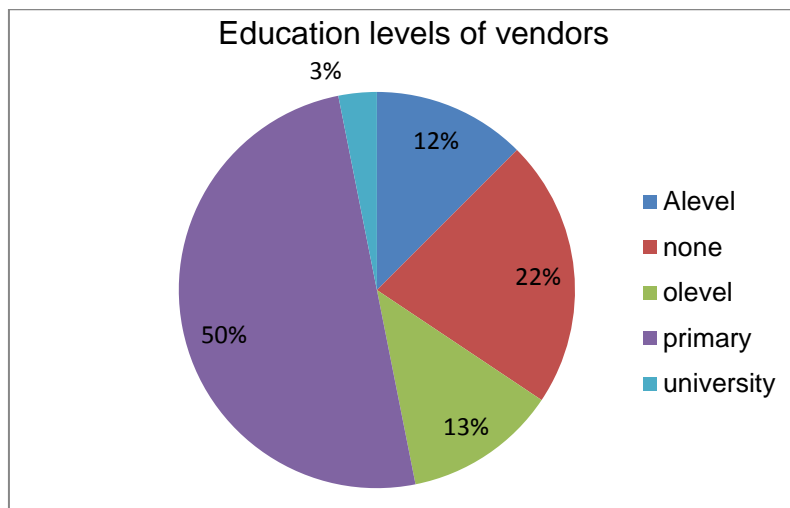


Figure 4: Education levels of vendors

3.8.7 Sanitation Facilities

Lhubiriha market has a 16 stand public ventilated pit latrine to serve its entire vendor and clients' population. The latrine is double winged with 7 stances on the female wing, 7 stances on the male wing and 2 stances for people with disability. The male

wing is served with a urinal with a total capacity of 10 persons while the female wing is designed with a special area for sanitary pad dressing.



Figure 5: Pit latrine at Lhubiriha Market

3.8.8 Transport and communication

The town is served with a fairly well maintained tarmac road network with Fort Portal-Kasese-Mpondwe Highway being the major road infrastructure. The access to the market is a town service gravel road that is well maintained by Mpondwe Town Council.

The area is served with telecom networks from Uganda and DRC which include; Airtel and MTN. Mpondwe town receives radio signals from Kasese, Mpondwe, and the DRC neighbouring boarder town. These include; Kasese Guide radio, Mesiah FM, Graben FM Leopard FM.

3.8.9 Waste management

General cleanliness and sanitation in the market is tasked on the tenderer who pays potters that do sweep and collect garbage from the market area on a daily basis to a central refuse collection ground. The market has no garbage skip and waste is therefore stored in an open ground from where the town council waste truck collects it for final disposal at Katogyo Dumping ground.

3.8.10 Water and energy sources

The market is served with hydroelectricity power from Kilembe Investment Limited as the only source of energy. With a sustainable power supply, the market can operate day and night.

4 COMMUNITY PARTICIPATION, CONSULTATION AND DISCLOSURE

Public consultation in the RAP process is undertaken to disseminate information to interested and affected parties (stakeholders), solicit their views and consult on resettlement and compensation issues. Early consultation helps to manage public expectations concerning the impact of a project and its expected benefits. Subsequent consultations provide opportunities for the PAPs' representatives to negotiate consequent resettlement activities.

The RAP team organized series of consultative meetings with key stakeholders such as technical and political leaders of the beneficiary Local Government. These included; Chief administrative Officer (CAO), District Physical Planner, District Environment Officer, District Community Development Officers at the District level. At Town Council level, officers consulted included; the Town Clerk, Community Development officer, Production Officer, Town Engineer and Focal person on Environmental issues.

The team also interacted with leaders of the market vendors association, local community leaders and a sample of market vendors as already indicated in Table 1. The consultative meetings were held in order to:

- a) Introduce the objectives and proposed activities of the project to the stakeholders.
- b) To involve the stakeholders in planning and the development of the RAP.
- c) Establish a long-term relationship with the stakeholders during the study period and as well during the Implementation phase.
- d) Document key concerns and sensitivities for consideration to guide the development and the implementation of RAP.

During the consultative meetings, the participants discussed the social concerns that need to be put into consideration during the project planning and implementation, categories of people that may be affected by the project were given and how women, youth and people with disability can be included in the project interventions. Mitigation measures were proposed that informed the RAP

The Consultant also held formal interviews with selected key project stakeholders. To solicit their views on how the project interventions can enhance social inclusion and increase opportunities for the vulnerable categories of the targeted community can benefit from the project.

4.1 Major Opinions raised during key informant interviews

Major issues of concern gathered through key informant consultative engagements by the consultant are summarized in the table below.

Table 5: Key issues arising during stakeholder engagements

| Key Concern | Party raising the concern | Strategy to address the concern |
|--|--|--|
| The relocation site should be connected to a reliable water supply to avoid short supply that can lead to poor sanitation and eventual disease out break | Kasese District | Mpondwe Town Council with support from MTIC will provide basic facilities to the relocation site including; water, electricity, shade, toilets among others. |
| Grievances are expected to arise from scramble for more strategic market facilities during allocation. | District, COMESA, Lhubiriha Traders Association | The physical zoning of the new market has been designed in a way that trades of the same commodities will be zoned in the same location. The design of market facilities has also been guided with an understanding of the display and storage requirements of different commodities. Therefore, different trades will have different locations with a uniform look of facilities. This was intended to avoid the unnecessary and unjustifiable individual preferences of specific locations and facilities and the chaos that may come out of it. |
| The project should consider providing facilities for small scale border traders who do not own stalls but operate from ground majority of who are women engaging in the sale of agricultural products such as tomatoes, onions, vegetables, second hand clothes etc. | Interviewed respondents and Groups of women, Kasese District and Mpondwe Town Council. | The design of the redeveloped market provides for all bona fide vendors including those operating; on ground, pitches, in other temporary structures, on permanent stalls, lockups and hawkers. Non – bona fide vendors and any member of the public who wish to obtain work space in the new market shall be given opportunity to do so through formal application to the market management after all bona fide vendors have been fully |

| | | |
|---|----------------------|---|
| | | reinstated. |
| Mpondwe Town Council together with officials from Ministry of Trade Industry and Cooperatives carried out vendors' registration and ascertained the number of vendors operating in the market. However updating of this registry should be done to verify the existing vendors and also capture those that missed the exercise but are true vendors in the market | Mpondwe Town Council | <p>In May 2019 the first vendors' register was displayed in the market for vendor's verification. Issues arising regarding this register were handled and information in the register updated.</p> <p>Vendors who missed the first registration exercise were registered during this period and final register produced by June 2019.</p> <p>The register was retained and filled by the Mpondwe Town Council and a copy shared with MoTIC.</p> <p>This register was updated again in March 2020 before relocation for verification and give a final chance of registration to vendors that will have missed the first two registration exercises.</p> <p>Final update of the register will be done after completion of construction of the new market but before reinstatement of vendors.</p> |
| The market design should consider the following components; a daycare center for breastfeeding mothers, space for banks, space for restaurants, adequate sanitary facilities that are gender sensitive, paved fore court, area for veterinary services and an adequate parking area. The design should also cater for people with Disabilities (PWDS) to be able to access the facility easily. | Mpondwe Town Council | <p>The redeveloped Market will have a daycare center for breastfeeding mothers, space for banks, money exchange centers, space for restaurants, adequate sanitary facilities that are gender sensitive and adequate parking area.</p> <p>For PWDs, walk ways have been designed with ramps to ease mobility around the market; latrines with ramps have been designed for PWD.</p> |
| The number of stalls should be adequate to | Mpondwe Town | The design was informed by the vendor's register and an |

| | | |
|--|--|---|
| <p>cater for all eligible vendors to avoid complaints and chaos during allocation</p> | <p>Council, Kasese District</p> | <p>allowance to cater for non- bona fide vendors and members of the public that may wish to obtain work space in the new market.</p> <p>Therefore, there will be adequate space for both bona fide and non bona fide vendors.</p> |
| <p>The Town council should provide security to the temporal relocation site as cases of theft have been reported in that area</p> | <p>Traders Association</p> | <p>One of the Cross Border Traders Association's roles is to ensure that proper security mechanisms are in place in the market, The association will continue playing this role.</p> <p>The Border Agencies such as Immigrations, Uganda Revenue Authority and security agencies at Mpondwe border post will continue playing coordinated role of ensuring security.</p> <p>The Town Council also has an obligation to enforce security for the traders and their goods,</p> |
| <p>A translator for the deaf and dumb should be contracted so that they keep informed about the project programs.</p> <p>The current market is not favorable for example the stalls are too high for some PWDS to access; the design of the new market should therefore plan for facilities that can be easily accessed by the PWDS.</p> <p>Walk ways for PWDs should be constructed so that they can easily access all the facilities in the market. The design of sanitary facilities should favor the PWDs.</p> | <p>Karambi Association of people with disability</p> | <p>The RAP Implementation Committee shall contract a translator for the deaf preferably one from within the district. Refer to section 6.2.3 for vulnerability inclusion</p> <p>walk ways have been designed with ramps to ease mobility around the market; latrines with ramps have been designed for PWD</p> <p>The RAP Implementation Committee plans to provide trucks to assist the elderly of 60 years and above and the PWDs to aid them move their shelters, stock and any other assets to the temporary relocation site. <i>Refer to section 6.2.3 for vulnerability inclusion</i></p> |
| <p>Some women operating in this market are either single mothers, separated or divorced</p> | <p>❖ Group of women</p> | <p>Women vendors are aware of the understanding between government and vendors where vendors accepted to cover</p> |

| | | |
|--|----------------|---|
| <p>and therefore have a big responsibility of taking care of the children and other dependents back at home. Therefore, the interruption of their business during relocation expected to last two years has posed fears among these women as their daily income will be affected and no inconvenience compensation will be given to help them run their homes during this period</p> | <p>traders</p> | <p>costs involved in relocation as government takes on the responsibility of preparing the relocation site and redevelopment of the market.(Refer to appendix 2 A section D part ii(d) on Roles and responsibilities). However, special consideration will only be given to critical vulnerable groups including; the elderly of 60years and above and people with disabilities that have no physical ability to move their stock and fixed business assets. It is only these that will be assisted in shifting their property and stock.</p> <p>The guarantee to be given first priority to occupy facilities in the redeveloped market is aimed to compensate and recover from any losses but most importantly provide for continuity in the business.</p> <p>However, despite the understanding between government and the vendors, the RAP implementation committee shall put in place strategies to minimize loss of livelihood and inconvenience during resettlement as laid out below.</p> <ul style="list-style-type: none"> ❖ Public sensitization and notifications via local media will be done to keep the public aware of the resettlement program in order to sustain flow in of clients to the market temporarily market area. ❖ The project implementers will endeavor to execute relocation and planned redevelopment activities promptly to ensure vendors are resettled and business resumes with in the planned period so as to minimize business time to be lost during temporarily relocation and resettlement in the new |
|--|----------------|---|

| | | |
|--|--|---|
| | | market. This will minimize disruption of business operations and business time loss during temporary relocation. Fortunately the market operates twice a week with over 90% of the vendors moonlighting from home and operating on the pitch, stalls, and some kiosks (Refer to appendix 1 on disaggregation of vendors by facilities). Thus the relocation of the market will have no or minimal disruption to this category of vendors. |
| Mpondwe Town Council should consider construction of sanitary facilities that are gender sensitive at the temporary relocation area | Women's Focus Discussion Group Men's Focus Discussion Group | Separate latrine stances for women and men shall be provided |
| Vendors relocation and construction activities should be implemented timely to enable normal business to resume especially in the disruptive period estimated in table 7.1 | Men's Focus Discussion Group | The project implementers will endeavor to execute planned redevelopment activities to ensure vendors are resettled and business resumes within the planned period of time. The time period of two years at the temporary site is stretched time as a remedy for any delays in construction time as explained in subsection 5.2 |
| Vendors relocation and construction activities should involve measures to prevent the spread of Ebola and Covid19 | Town Council and vendors | The project implementers will develop measures and adopt Ministry of health guidelines to ensure the market dwellers and developers are safe from Ebola and Covid19 |

4.2 RAP Disclosure Plan

The disclosure process of the RAP shall be undertaken in a manner that is inclusive, culturally appropriate and ensures participation of all stakeholders including vulnerable groups.

Section 34 of the World Bank Policy on Disclosure of Information states that “Whenever the Bank requires a Resettlement Instrument (RI) or Indigenous Peoples’ Development Plan (IPDP) for an operation, the proposed borrower prepares an RI or IPDP as a separate, free-standing document. As a condition of appraisal of the operation, the borrower provides the draft RI or IPDP, which conforms to the relevant policy, and makes it available at a place accessible to, and in a form, manner and language understandable to the displaced or affected people and local NGO. After the Bank has approved the final RI or IPDP, the borrower again makes it available at a place accessible to, and in a form, manner and language understandable to the displaced or affected people and local NGOs.” To comply with this requirement, this RAP report has proposed modalities for public disclosure of RAP findings. Some of the modalities have already been implemented while others will be implemented as part of RAP implementation process. Refer to Vendor’s Resettlement Plan in Section 7.4.8

4.2.1 Disclosure of RAP report by Great Lakes Trade Facilitation (GLTF) Project

The RAP documents shall be disclosed at two levels; public level and household level. For purposes of this RAP, public level disclosure means that the document shall be placed in an area where any member of the public can review the documents provided. Such areas will include; Mpondwe Town Council offices, Kasese District Headquarter and office of the Lhubiriha Vendors’ Association. Household level disclosure on the other hand means only the individual PAP and his /her spouse (s) can review the documents provided. This will majorly apply for individuals that will offer land for temporary resettlement of the market.

4.2.2 Documents to be disclosed at various levels

The documents to be reviewed at various disclosure levels are as laid out in table ...

Table 6: Documents to be disclosed

| Document | Disclosure level | Site | Disclosure date |
|------------|---------------------------|--|--|
| RAP report | District and Town Council | Kasese District Head Office and Mpondwe Town Council Offices | Disclosure will be done within two weeks after the approval of the RAP. The RAP will be accessible at the selected offices any time during office hours |

| | | | |
|--|-----------------|---|--------------------------------------|
| Final Vendors' register | Public | Office of the Traders' Association Mpondwe Town Council Notice Board Kasese District Notice Board | September 2020. |
| Lists for GRM committees | Public | Office of the Traders' Association Mpondwe Town Council Notice Board Kasese District Notice Board | March 2020 |
| Notice on relocation and reinstatement dates | Public | Office of the Traders' Association Mpondwe Town Council Notice Board Kasese District Notice Board | May 2020 for relocation and Dec 2021 |
| List of landlords at the temporary relocation site to be compensated and the value of their land | Household level | Homes of land lords | March 2020 |
| Tenancy agreements between town council and landlords at the temporary relocation site | Household level | Homes of land lords | March 2020 |

This study has also proposed that additional volume of this report be disclosed at a desk that can be easily accessed by the public once the report has been approved for implementation.

5 IMPACTS OF THE RESETTLEMENT ACTION PLAN AND MITIGATION MEASURES

5.1 Identified impacts of the resettlement action plan and mitigation measures

In a general perception of the impacts, the proposed project will cause resettlement impacts and these will majorly be related to those earning a living or residing in and around Lhubiriha Market area. The impacts will be both short and long term and will include; disruptions of socio-economic activities within the market area, loss of business incomes, and scramble for more strategic market facilities.

However, considering that the entire market area will be relocated, vendors will experience minimal economic losses during the relocations to and from the temporary site. Both the suppliers and the customers will be directed to the temporary site which itself is close to the current site making it easy for all participants. The losses that may be incurred include; relocation costs (i.e. transport) and reduced sales during establishment time. The cost of transport per vendor with a kiosk in the market is estimated at UGX 100,000. The Town Council will provide trucks to cover for these costs. During the time of establishment lasting for about a month, it is estimated that sales may drop by 10%. This is based on the feedback from the experience of the vendors when they were temporarily relocated in 2010 for the previous upgrade of the market. Currently on average, a kiosk vendor in the market is reported to be making monthly incomes of about UGX 1,170,000. This means that in the first month of relocation, a vendor may experience a drop in incomes of about UGX 117,000. This may be the same case at time they return in the development market. The Trading License the Town Council is to waive is UGX 210,000 per year for each of the vendors.

The landlords have accepted to rent out part of their undeveloped land to the Town Council for use as a temporary site at a monthly fee of 250,000UGX for a 50x100ft plot. The willingness to rent out the land by the landlords was verified in meeting involving a team from the Bank, the Ministry, Town Council and the landlords in March 2020.

The anticipated negative impacts will be easily mitigated and the positive impacts adequately enhanced as discussed in table 7 below.

Table 7: Matrix of project impacts and mitigation measures

| Element | Yes | No | Result | Mitigation Measures/Enhancement |
|--------------------------------------|-----|----|---|--|
| Does the project entail loss of land | No | | <p>Redevelopment of the market shall only be done on government land where the current market is situated and therefore, there will be no loss of land at this site.</p> <p>At the temporary relocation site, land lords voluntarily offered their land for rent at current market prices to the town council and they will be earning from it.</p> | <p>Land for temporary relocation of the market will be rented from land lords by Mpondwe Town Council. The landlords will offer the land for rent without charging any compensation costs for any items and plants on the land.</p> <p>The Town council will pay monthly rental fees to the Landlords for a period of 2 years. In case construction exceeds two years, tenancy agreements have been designed with an extension provision to cater for delays in construction.</p> <p>The Town Council confirmed in writing as per appendix 3C that funds have been allocated in the District Annual Budget starting with the financial year July 2019/June 2020 for payment of monthly rental fees to landlords and contribute towards the preparation of temporary site. Mpondwe Town Council has committed funds to pay rental fees and maintain the temporary site.</p> <p>All land lords shall receive the first payment rental fees before relocation of vendors to the temporary relocation site.</p> <p>The Town Council shall hand over this land back to the land lords after construction and reinstatement of vendors in the new market. The town Council agreed to restore the land back to or near to original status before handing back to land lords</p> |

| | | | | |
|---|----|----|--|--|
| Does the project entail loss of residential houses | | No | The mapped out plots for temporary relocation of the market have no residential houses. The existing households will only offer to the Town Council part of their vacant piece of land for rent | Provide security measures to the host community since market environment tends to attract population influx of whom thieves or unlawful people can be part |
| Does the project entail loss of commercial premises | No | | <p>There are individuals who have temporary structures on Government land such as metallic lockups, movable Containers, wooden kiosks and stalls. Owners of these shall not lose them but move with them to the temporary relocation site.</p> <p>The permanent structures in the market are stalls and shelters that were built with funding from Belgium Government under their Belgium Technical Corporation (BTC). However most of the BTC constructed facilities are not occupied by the market vendors</p> | <p>a) The market vendors will shift their movable lockups stalls and kiosks to the temporary market so that they continue using them to run their businesses during construction. The lockups are small metallic easy to shift. In addition, majority of the vendors are largely mobile (home to market) and therefore will incur minimal or no cost as they did before during the first market upgrade by the Town Council. However Government will support the vendors to shift their kiosks and containers to minimize losses <i>See appendix 2C</i></p> <p>b) The permanent stalls built by BTC have been modified and incorporated into current market design.</p> <p>c) Business shelters will be constructed at temporary site to be used partly by market vendors who are operating business in the permanent shelters in the market and stalls built by BTC.</p> <p>d) As much as possible, the project implementers will put measures in place to ensure that the business community outside the market premises is not affected by the ongoing construction. The entire market area shall</p> |

| | | | | |
|---|-----|--|--|--|
| | | | because there are too high and Bakoonjo people who are majority in Market are short. | be horded off to confine all physical hazards associated with construction works to the construction site. |
| Does the project entail loss of revenue | Yes | | <p>Temporal loss of revenue will result from disruption of businesses and services within and around the market area.</p> <p>The vendors may incur a cost of about UGX 100,000 to shift their containers and merchandise during the relocation</p> <p>As a result shifting to a new place the vendors may incur a loss of incomes UGX 170,000 due to reduced incomes in each of the first month of establishing in the temporary site and later to the</p> | <p>a) All preparation requirements for the temporary relocation site like payment of rental fees to land lords, and provision of all basic facilities will be done promptly to avoid delay or procrastination of relocation by vendors such that business resumes as fast as possible.</p> <p>b) The relocation site has been identified so that business resumes as fast as possible</p> <p>Government to help vendors who own kiosks and containers to move them to the new site. See <i>appendix 2C</i>.</p> <p>c) The Town Council to waive UGX 210,000 trading license fees for each vendors for the period they are operating at the temporary site to compensate for any revenue loses that may be incurred. See appendix 2 B</p> |

| | | | | |
|---|-----|--|--|---|
| | | | redeveloped market. | |
| Does the project entail relocation of populations | Yes | | <p>Market vendors will be relocated to a temporary resettlement area to pave way for construction activities to commence.</p> <p>Owners of plots at the temporary relocation site will only offer vacant land that they neither occupy for settlement nor use for business. These will not be physically displaced by the project.</p> | <p>a) The town council with support from MTIC will provide basic facilities such as sanitary facilities, water, electricity, a shade for vendors operating in the open to enable them kick start their business operations.</p> <p>b) Monthly rental fees will be paid to owners of land at the relocation site. The land lords agreed in the meeting to rent out plots of the standard measurement 100x50ft to the town council at 250,000UGX per plot per months. Those with plots smaller than 100x50ft, rental fees will be paid based on the ratio of their size to the standard plots. See Appendix 3 for the consent agreement between land lords at the temporary relocation site and the town council.</p> |

5.2 Estimated time for disruptive activities

Overall the temporally market is planned to operate for up to two years. This period include one year construction time and the period for resetting into the redeveloped market and delays if any. Key disrupting activities and their expected duration are indicated in the table below.

Table 8: Matrix of estimated time for disruptive activities

| Activity | Possible disruption | Time |
|---------------------------------------|--|-------------|
| Relocation to temporary site | Shifting assets and stocks to the site | One month |
| Settling in at the temporary site | Getting to establish with clientele and trade normally | One Month |
| Relocation to Redeveloped Market | Shifting assets and stocks to the site | One Month |
| Settling in at the Redeveloped Market | Getting to establish with clientele and trade normally | One Month |

The above activities constitute the peak time when the vendors will experience the maximum disruption. However this will not affect so much about 2002 vendors who operate from home on a market day and transact business on the pitch.

6 RAP IMPLEMENTATION PLAN

The implementation of this RAP will mainly focus on procedures taken to ensure that the resettlement of vendors is achieved according to the planned objectives of the RAP.

6.1 Institutional Arrangements

6.1.1 RAP Implementation Committee

The Border Export Zone Implementing Committee (BEZIC) will be the lead implementer of this RAP. The committee comprises of a team of technical personnel from MoTIC and the local government. These include;

- 1) The District Chairperson shall be the Chair of the Committee;
- 2) The Chief Administrative Officer;
- 3) The District Commercial Officer shall be the Secretary to the Committee
- 4) A representative from the Ministry of Trade, Industry and Cooperatives;
- 5) The District Engineer
- 6) The District Lands Officer
- 7) The Secretary for Production
- 8) The Physical Planner, Mpondwe
- 9) The Town Clerk Mpondwe

The RAP Implementation Committee will be responsible for the following:

- a. Overseeing the implementation of the RAP;
- b. Overseeing the formation of PAP Committee;
- c. Ensuring maximum participation of the affected people in the planning of their own resettlement and post resettlement circumstances;
- d. Ensuring monitoring and evaluation of the PAPs and the undertaking of appropriate remedial action to deal with grievances and,
- e. To ensure that business reinstatement of vendors is satisfactorily implemented.

6.1.2 PAP Committee

Under the guidance and coordination of the RAP implementation team, the PAP committee will be formed which will act as a voice for the PAPs. The committee shall comprise of the following:

- ❖ Lhubiriha Traders Association Committee members
- ❖ A representative from the Area Local Council Committee (Chairman L.C I)

❖ A representative from Karambi Association of People with Disabilities(PWDS)
The committee shall have a Chairperson and a Secretary elected democratically by committee members.

The committee will be concerned with the following:

- a. Public Awareness: Includes extensive consultation with the affected people so that they can air their concerns, interests and grievances (Section 7.2.1 this report).
- b. Coordinate the reinstatement of all vendors in the market;
- c. Dispute resolution: serves as dispute resolution body to negotiate and solve any problem that may arise relating to resettlement process. If it is unable to resolve any such problems, will channel them through the appropriate grievance procedures laid out in this RAP

6.2 Resettlement Plan

6.2.1 Key Principles

The project implementation team, beneficiary local government and market vendors are committed to implement RAP under the following principles.

- a) Resettlement and compensation of Project-Affected People will be carried out in compliance with Uganda's legislation and World Bank's Policies and Procedures on involuntary resettlement OP 4.12.
- b) The RAP implementation and outcomes will be monitored and evaluated as part of a transparent process,
- c) PAPs have been informed of the project and consultations will continue during the whole course of RAP development, implementation and evaluation. Refer to Section 4.1 and Table 1 of this report

6.2.2 Eligibility

Only bona fide vendors shall be eligible for relocation to the temporary market site and reinstatement in the new market. As for this RAP, a bona fide vendor is used to mean or include a person who owns, rents or sub- rents a kiosk, lockup, stall, stand, store and any other facility in the market including persons operating in open spaces within the market by 8th April, 2019, which is the cutoff date.

Non-bona fide vendors shall be given opportunity to apply for work space in the new market after all bona fide vendors have been fully reinstated. As for this RAP, a non-bona fide vendor is used to mean or include a person who was not operating in the market by the cutoff date including new arrivals already operating in the market and any

member of the public who may wish to obtain work space after redevelopment of the market.

At the temporary market relocation site, only land lords with legitimate land ownership documents have been engaged in tenancy agreements with the town council. Through a series of consultations, the landlords agreed to offer their land to the Town Council to rent and use as a temporary site. This consensus was verified by Bank in a Mission held in March 2020. Refer to report attached as appendix 9. Following the consultations conducted in November 2019, it was established that all the landlords own land under a customary tenure system as provided for under article 237(3) of the constitution of Uganda.

Customary ownership is where an individual or a community owns land with or without documentation because or they inherited the land or it was allocated to them to use or own permanently or they purchased they purchased the customary land.

To verify ownership the Town Council undertook a due diligence and survey under the guidance of the Local Council Committee which confirmed the legitimacy of the 12 selected owners of plots of land at the relocation site (See appendix 7, the survey plan and owners of the plots).The Town Council used also customary approaches as part of due diligence including consulting with ancestral relations, neighbors and clan leaders to confirm land ownership

6.2.3 Allocation procedures/processes

The allocation of the facilities, entitlements and processes shall be conducted in line with the Mpondwe market Vendors' Registration and Temporary Resettlement Guidelines that were agreed on with the vendors, MTC and Mpondwe Town Council as highlighted in the sections 6.2.3.1 and 6.2.3.2 below

6.2.3 Allocation procedures/processes

6.2.3.1 Relocation and allocation of facilities at the Temporary site

Registered vendors will be relocated to the temporary site in preparation for the redevelopment of the market. Mpondwe Town Council identified a suitable site for relocation at Kambukamabwe II Cell, Kambukamabwe Ward, Mpondwe-Lhubiriha Town Council in Kasese District. The site lies approximately 600m south of the current market area and occupies approximately 4.1 acres of privately owned plots of land. This land has 27 plots that are owned by 12 members of the community.

Pictures of the Temporary site in its current State.



Note: The permanent houses reflected at the end of the pictures are outside the site

The temporary relocation and reinstatement of vendors in the new market may lead to temporary loss of livelihood in form of reduced incomes especially in the first month of relocation and costs of transfer for those vendors who operate kiosks in the market. However, an understanding between government and vendors was reached where the two parties accepted to share obligations arising from the relocation process;

Whereas government shall take the task to prepare the temporary relocation site and redeveloping the market, it was agreed that each vendor with no kiosk shall meet individual expenses for relocating to and from the temporarily site. It was agreed that Government shall help vendors who own kiosks and containers to move the kiosks or containers to the new site. See *appendix 2C*. In addition, Mpondwe Town Council committed to waive trading license fees, as indicated in table 7, from the vendors for the period they are operating at the temporary site to compensate for any revenue losses that may be incurred. See *appendix 2 B*. It was also agreed that, in line with the Reference Guidelines for Mpondwe market Vendors' Registration and Temporary Resettlement, Government shall give first priority to the current market vendors who have been registered to occupy facilities in the redeveloped market in order for them to operate businesses in a suitable environment that increases returns and incomes. See *Appendix 2 A section B part ii (d)* for vendors' consent to this. Refer also to table 2 on the census, table 5 on registration and sections 6.2.4.3 and 6.2.4.4 on engagements.

Basing on the above resolutions, this RAP shall involve no cash compensation for all vendors but their reinstatement into the redeveloped market.

Special consideration shall only be given to critical vulnerable groups that may not have physical ability to move back and forth during relocation and reinstatement. In this regard, the GLTFP project shall provide for transportation and cover labor costs to move their stock, moveable shelter and business assets. The critical vulnerable groups shall include; PWDs and the elderly above 60 years of age. Refer to section on people with

disability 3.8.2.2 and the registration form appendix 2A which includes a slot on the age of the vendor.

According to the data of the registered vendors, people above 60 years' operating facilities in the market are 56 in number. There are no PWD that operate business facilities in the market, instead they conduct transport facilitation services to the vendors across the border. In this regard the GLTFP will support the elderly to relocate to the temporally site.

The Entitlement Matrix describes compensation and related assistance for each category of affected PAP. It is presented in Table 9 below.

Table 9: Entitlement Matrix for Project Affected Persons

| Affected structure and business type | Affected right or interest | Eligible entity | Entitlements |
|---|---|-------------------------|---|
| <p><u>Moveable structures</u></p> <p>a) 6 kiosks (Wooden and metallic) b) 2002 Pitches</p> | <p>Physical integrity of the structures.</p> | <p>Bona fide vendor</p> | <p>a) Government to provide temporary relocation site for pitching structures. b) Government to help vendors who own kiosks or containers to move the kiosks and containers to the new site c) Allocation of better facilities to serve same purpose in the new market.</p> |
| <p><u>Non movable structures</u></p> <p>a) 12 Shops b) 520 Lock ups c) 135 Stalls d) 69 Stores</p> | <p>Loss of display and storage facilities / structures.</p> | <p>Bona fide vendor</p> | <p>a) Government to provide shade for storage and display at the temporary relocation site. b) Allocation of better facilities to serve same purpose in the new market.</p> |
| <p><u>Businesses</u></p> <p>1) Fish storage 2) Agro-products 3) Mobile money services 4) Sale of soft drinks</p> | <p>Work place convenience Livelihood</p> | <p>Bona fide vendor</p> | <p>a) No compensation shall be done by government for loss of livelihood and work place inconvenience caused by the relocation and reinstatement process since this will be their consented input in the redevelopment of the market. b) However, government shall put in place measures to minimize loss of livelihood and workplace inconvenience. These shall include;</p> |

| | | | |
|---|---|-------------------------|--|
| <p>and snacks</p> <p>5) Hawking</p> <p>6) Fish mongering</p> <p>7) Boutique</p> <p>8) Electronics</p> <p>9) Tailoring</p> <p>10) Stationery</p> <p>11) Restaurant</p> <p>12) Lodging</p> <p>13) General merchandise</p> | | | <ul style="list-style-type: none"> ❖ Provision of a nearby temporary relocation site for the ❖ Provision of basic facilities at the relocation site including; sanitary facilities, business shelters, water, electricity and fence prior resettlement to avoid work place inconvenience due to unavailability of social services and utilities at the temporary relocation site ❖ Creation of public awareness of the relocation and reinstatement of the market to maintain the flow in of clients in the market |
| <p>PWDs and elderly above 60 years of age</p> | <p>Work place convenience</p> <p>Livelihood</p> | <p>Bona fide vendor</p> | <p>a) Facilitation (Hire of transport and payment for labour) to move their stock, moveable shelter if any and any other fixed business assets. GLTFP to engage affected persons on the arrangements for relocation.</p> <p>b) Contracting a translator for the deaf to help them understand messages conveyed during RAP sensitization programmes.</p> <p>c) The Market designs have put into consideration the physical needs of the elderly and PWDs. For instances walk ways and ramps have been included to ease accessibility of PWDs, latrines have also been designed to accommodate PWDs and elderly. The temporary site will also be accessible.</p> |
| <p>Vendors that have been trading daily in the market with a trading license</p> | <p>Loss of revenue due to relocation</p> | <p>Bona fide vendor</p> | <p>Town Council to waive Trade Licensing Fees to compensate for any losses of revenue</p> |

6.2.3.2 Allocations of New Market Facilities to Registered Vendors

Allocation Committee: The Border Export Zone Implementation Committee (BEZIC) being the Market Management Board, shall constitute itself into an allocation Committee.

The vendors' leaders shall give support to the Allocation committee. Each enterprise section/department of the market shall be represented by 2 persons (**male and female**) who are popularly elected on the committee,

The vendors' registration form, final clean Vendors' register, the MoU and an in-built layout plan for the new market are the essential reference documents for the Allocation Committee. The Committee shall conduct site visits during the allocation exercise.

Order for allocation of the market facilities: The facilities in the redeveloped market shall be allocated to vendors based on the priority list of registered vendors and in the order listed below:-

- Category shall be;
 - (a) Vendors that had built their own units in the Market on a leased arrangement with the Town Council.
 - (b) Vendors that Town Council had allocated its own units in the markets.
- Category two shall be;
 - (a) Vendors renting Units from those with Council allocated units
 - (b) Vendors renting units from those that own units on a lease arrangement with the Council.

Allocation Process: Facilities shall be allocated based on both the "Market Zoning Arrangement", and the principle that "All market facilities are the same" so as to avoid unnecessary and unjustifiable individual preferences of specific facilities in specific locations and the confusion that may come out of it. The following processes and procedures shall be followed.

- Sequential allocation of facilities to each vendor is done with the guidance of the Vendors Representatives
- If disagreements arise, the random ballot picking of facilities is used,
- The Committee submits a draft New Market Facilities Allocation List to the Town Clerk for publication on public notice boards,

- The Committee may from time to time seek guidance from the Permanent Secretary MTIC and Town Clerk in case of any queries /challenges
- The work of the committee should not take more than three weeks
- The unallocated facilities, specialized facilities and public facilities within the market (in case of any) will be declared to Town Council and MTIC
- Any person aggrieved with the allocation of facilities in the redeveloped market shall seek for redress using the GRM indicated in section 7

Allocation of unallocated facilities will be done after the Completion of the complaints and appeals stage, with guidance from the Council and the Ministry.

Issuance of Allocation Letters and Tenancy Agreements: Facility Allocation letters shall be issued in accordance with the agreed Guidelines for Mpondwe Market Vendors' Registration and Temporary Resettlement as follows;

- The Allocation Letters to the vendor signed by the GLTFP Coordinator and the Town Clerk
- An allocation letter issuance desk shall be established in the redeveloped market where vendors will pick their allocation letters and access their new facilities.
- The Tenancy Agreement stipulating the terms and conditions of operating in the new market shall be issued by Allocation Committee.
- The letter shall include an attachment of the tenancy agreement stipulating the terms and conditions, obligations, rates, period of tenancy, zoning etc.

6.2.4 Key Activities during RAP Implementation

6.2.4.1 Formation and Induction of RAP Committees

6.2.4.1.1 RAP Implementation Committee (BEZIC)

The RAP Implementation Committee (BEZIC) was instituted by a Memorandum of Understanding between Ministry of Trade Industry and Cooperatives and Kasese District Local Government for the Development and Management of Mpondwe Border Export Zone. Composition of the committee is as given in Section 6.1.1 and defined in the MoU to be signed between MoTIC and Kasese District

6.2.4.1.2 PAP Committee

The PAP committee was instituted by the RAP Implementation Committee (BEZIC) in October 2019. The later convened members of Lhubiriha Traders Association Committee, Karambi Association of People with Disabilities and a representative from the Area Local Council Committee (Chairman L.C I) to orient them on the purpose, objectives and composition of the PAPs' Committee.

The BEZIC then organized the PAP groups to democratically select among themselves members to represent each group on the committee.

The traders association presented 6 members on the committee since it is the biggest PAPs' group, Karambi Association of PWDs presented 2 members and the local community is represented by L.CI chairperson.

Gender balance was followed during selection; all representative groups have equal numbers of male and female. The selected representatives then underwent a democratic process to elect committee leadership.

Formation and institution of the PAP Committee is scheduled for March, 2020.

6.2.4.1.3 Grievance Redress Committees

The Grievance Redress Committees were formed and trained in October 2019. See Section 7.2.1 for detailed formulation criteria for the GRM committees. The induction training focused on orienting committee members on their roles and responsibilities. A second training for members of GRM committees was conducted in March and August 2020 to orient them on the relocation processes so that they are able to handle complaints that may arise during relocation of Market vendors to the temporary site. Additional training of GRM committees shall also be done before reinstatement of vendors in the redeveloped market to handle grievances that may occur during facility allocation.

6.2.4.2 Preparation of Temporary Resettlement Area

6.2.4.2.1 Identification and Acquisition plan

Mpondwe Town Council identified land within the market vicinity where the market will temporarily operate during construction of the new market structures. The temporary market relocation site occupies approximately 4.1 acres of undeveloped land with a capacity of accommodating more than 5000 market vendors. The land is privately owned by 12 community members.

Selection of this temporary relocation site was done through a public procurement process that was initiated by the town council. A Call for landlords with land that could be potential sites for relocation was made and a number of applications were received. Selection for the most suitable site was based on;

- a) Legitimacy of land ownership
- b) Proximity to the current market
- c) Available undeveloped space.

The monthly rental fees were determined basing on the current market rate for rent of land in Mpondwe. This was done through negotiations between the Town Council and the land lords.

The Town council met with the owners of these plots and agreed on the terms of acquiring them. The land lords, through the offer-negotiation process, agreed in the to rent out plots of 100x50ft to the town council at 250,000UGX per plot per months. Those with plots smaller that 100x50ft, rental fees will be agreed upon based on the size of their plots. The landlord with items and plants on the land agreed and signed a consent agreement offering land for renting and without no compensation charges for the items and plants any in view of the rental incomes to be paid by the Town Council and the benefits to the community associated with redevelopment of the market.

The plants in question are about ten banana trees in a vacated plantation. The owner however will be notified to harvest, if he so wishes, any existing bananas just before beginning the preparation of the temporary site.

See Appendix 3 A and B for the consent agreements between land lords at the temporary relocation site and the Town Council.

Owners of these plots and their family members were met to discuss the terms and conditions of tenancy. During the meeting, it was agreed by both parties that:

- ❖ Owners will seize any operations the area upon signing a tenancy agreement with the Town Council;
- ❖ The Town Council agreed to start paying rent after signing the tenancy agreement; Refer to the draft Tenancy Agreement attached as appendix 8
- ❖ With support of the ministry, the town council will construct basic facilities on the temporary site such as water supply, electricity, sanitary facilities, fencing and lining the storm drainage and construction of a shade to facilitate vendors operating in open space.

6.2.4.2.2 Set up of the relocation site

A plan to prepare the identified temporary relocation site for the market into a conducive business site for vendors has been designed. The Project has allocated USD 20,000 for provision of basic facilities and Kasese District has allocated funds in 2019/2020 District Annual Budget to meet cost of relocation and payment of monthly rental fees to Landowners of temporary site. The project funds (USD 20,000) will cater:

- ❖ for the supply and provision of utilities such as water and electricity power;
- ❖ leveling of the site and construction of drainage;
- ❖ construction of a ventilated pit latrine;
- ❖ Fencing and construction of temporary shelter for open space vending.

6.2.4.2.3 Roles and responsibility during temporal market relocation

Mpondwe Town Council

- ❖ Coordinate and engage mandated institutions in the supply and provision of utilities like water and electricity;
- ❖ Sourcing service providers and contractors for all activities in this phase;
- ❖ Conduct physical planning of the temporary site including allocation of working space to vendors;
- ❖ Improvement of access roads to the site.
- ❖ Pay monthly rental fees to 12 Landowners who offer land for temporary site for period of 2 years. Town Council will also play role in ensuring that Market Vendors are fully resettled in the temporary site and their conducting business in a conducive environment, in secure area and essential services are being provided.
- ❖ Town council will also inform the general public of the temporal relocation of the market via mega phones and local radio stations.
- ❖ The town council together with the traders' association will inform vendors of the physical zoning of the temporary market area as per the different trades.

Market Vendors and Cross Border Traders Association

- ❖ Participate in planning and business zoning of the Temporary site
- ❖ Mobilise and sensitize Market vendors for relocation
- ❖ Participate in allocating working space in the temporary site to the bona fide Market vendors
- ❖ Mobilising and sensitizing the Public about the new market location so that their clients and customers can allocate the traders. The project and Town Council will finance traders' radio talk shows, community drivers and other publicity activities.

Note: The Ministry, town council, Cross borders Trade Association and Market Vendors Leaders will mobilize, sensitize and raise awareness about the relocation exercise prior relocation. Consultative meetings, radio talk shows, stakeholder engagement meetings and dissemination drives around the Market and Town Council during the Market Days will be used. Local Languages mainly Rukonjo, Swahili and Runyakitara will be used.

6.2.4.3 Sensitization of market vendors

Sensitization and mobilization of Market vendors and the public about the project is ongoing, through consultative meetings and stakeholder engagements. The engagement process was initiated with sensitization of vendors on a number of key issues pertaining operation in the new market including the benefits of redevelopment, possible impacts and their rights and obligations. This was intended to engage vendors

in the formulation of new operational and management policies of the market and at the same time help them to adapt to the new system at an early stage before reinstatement.

Series of sensitization and consultation meetings and media campaigns have been carried out by the project. These include: Public awareness caravan drive and staged road in the Market and towns, radio and TV talk shows carried out on first two weeks of June 2019 and in August-September 2018. Public dissemination of resettlement processes and guidelines on market vendor registration was done 18-21 Dec 2018, 18-22nd April 2019 and 20-23 May 2019. In addition to media campaigns, the project has carried out awareness workshops involving vendors, border agencies and local government officials.

Additional TV and Radio talk shows will commence in April 2020 to create public awareness on the forth coming market redevelopment pointing out the resettlement program of vendors. The Project Implementation Committee working with the beneficiary Local Governments will develop a schedule and book airtime with the relevant local Radio and TV stations.

The sensitization process is / shall be conducted in an interactive manner by the RAP team together with members of the PAP committee and local government officials from Mpondwe Town Council and Kasese District Local Government. Key issues to sensitize vendors on include;

- ❖ Conditions of Eligibility for Compensation
- ❖ Entitlements of PAPs during RAP implementations
- ❖ Market Reinstatement Plan
- ❖ HIV/AIDs awareness

6.2.4.4 Update of vendors' registry

The MoTIC together with Mpondwe Town Council ran a vendors' registration exercise in April 2019 to ascertain the number of vendors operating in the market and also create baseline information that will be used to guide the relocation and resettlement process.

In May 2019 the register was displayed in the market for vendor's verification. Review of the register by vendors indicated that some of them missed registration due to reasons such as; sickness, lack of national Identity cards, and travels among others. There was therefore need to update the vendors register and this was done in June 2019. This register was retained, filled by the Mpodwe Town council and a copy shared with MoTIC.

This register will be updated again in March 2020 before relocation for further verification and offer a final opportunity to any vendors that could have missed registration. Vendors to be registered shall be required come with documents that show proof of being operating in the before 8th April 2019. These documents will include;

- a) Rental fee receipts
- b) Payment slips for Market dues
- c) Trading license
- d) Nation Identification card

We anticipate that there might be new entrants in the market after the cutoff date. These will not be eligible for relocation and reinstatement but will be given opportunity together with the rest of public who wish to obtain work space in the market to apply for work space in the new market.

Throughout the construction period, changes in the socio-economic characteristics of the market are likely to occur. These will affect the validity of the vendors' register and therefore call for its update. The final update of the vendors' register will be done before reinstatement in the redeveloped market to;

- ❖ Ascertain number of registered vendors still operating in the market
- ❖ Verify any changes in ownership in case of death where the next of kin ought to takeover bequeath or transfer of business ownership.

6.2.4.5 Relocation of Vendors to Temporary Market Site

After setting up of the temporary relocation site, the RAP Implementation Committee (BEZIC) together with the PAPs Committee will take on the task of allocating work space to bona fide vendors at the temporary relocation site.

- ❖ The PAP committee under guidance of BEZIC will inform vendors of the physical zoning of the temporary market area as per the different trades.
- ❖ Vendors with movable structures shall be allocated space / ground for pitching their structures. The committee shall use pegs and numbers to mark space allocated to each vendor. This will minimize scramble for space among vendors that would arise if the "first come first serve" system was used.
- ❖ Vendors that are operating on stalls shall be allocated temporary stalls under shade at the temporary site. Stalls shall be marked with numbers and each vendor shall be allocated specific stall number to occupy.
- ❖ Relocation shall be done in a phased manner basing on the different categories of trade and vulnerability groups in the market to minimize congestion and traffic during shifting.
- ❖ Shifting schedules shall be developed indicating have different days for specific trades and special timing for People with Disabilities.

- ❖ The procedure, process and implication of relocation is as per the MoU signed between individual vendors and Town Council
Vendors shall be given at least a one month's notice to enable them shift to the relocation site.

6.2.5 Vendors' Resettlement Action Plan and Budget

The plan gives activities, timelines, responsible parties and budget allocations for the resettlement process of vendors.

Table 10: Vendors' Resettlement Action Plan, Budget and Timelines

| Activity | | Timeline/status | Responsible Party | Budget (UGX) |
|---|---|--|---------------------------|--------------|
| Preliminary Activities | | | | |
| Formation of the RAP Implementation Committee (BEZIC) | | Formed in January, 2019 | MoTIC and Kasese District | 10,000,000 |
| Formation and induction of GRM committees | Formation and induction | Completed in October, 2019 | BEZIC | 10,000,000 |
| | Display of composition lists for GRM committees | Completed in October, 2019 | | 5,000,000 |
| | Second training | scheduled for September 2020 | (BEZIC) | 45,000,000 |
| Formation of a PAP committee | | Ongoing expected to be formalized by end of October 2020 | (BEZIC) | 10,000,000 |
| Contracting a translator for the deaf and dumb | | Scheduled for September 2020 | BEZIC | 5,000,000 |
| Validation of vendors' | 1 st Update and display of register | Completed in June 2019 | BEZIC) | 5,000,000, |

| | | | | |
|--|---|---|----------------------|-----------|
| register | 2 nd Update and registration of vendors that missed | Scheduled for September 2020 before relocation. | (BEZIC) | 1,000,000 |
| | Display of final register | After construction but before reinstatement. December 2021 | (BEZIC) | 8,000,000 |
| Disclosure of RAP | RAP report to the district and town council | Scheduled for September, 2020 | (BEZIC) | 5,000,000 |
| | Notice on relocation and reinstatement dates | Scheduled for early December ,2020 | (BEZIC) | 3,000,000 |
| | Verified list of landlords and the value of their land at the temporary site | Completed in April,2020 | Mpondwe Town Council | 0 |
| | Issuance and payment of rent agreements to landlords at the temporary relocation site | Scheduled for early September,2020 | Mpondwe Town Council | 0 |
| Relocation to temporary relocation site | | | | |
| Identification of temporary relocation site. | Done in March 2019 | Mpondwe Town Council | 0 | |
| Engaging of land lords in formal tenancy agreements | Completed April,2020 | Mpondwe Town Council | 0 | |
| Payment of monthly rental fees | Scheduled for beginning of October, 2020 | To be paid by the Town Council at UGx 250000 per person per month | 72,000,000 | |
| <u>Preparation of the site to address issues in table 10-1 of ESMP</u> | Scheduled for end of Sept-October , 2020 | MoTIC to provide financial support and Mpondwe town council | 135,450,000 | |

| | | | |
|---|---|---|------------|
| <ul style="list-style-type: none"> ❖ Supply and provision of water and electricity power; ❖ leveling of the site and construction of drainage; ❖ construction of a ventilated pit latrine; ❖ Fencing and construction of temporary shade for open space vending | | to supervise implementation | |
| <u>Meeting for Development of the measures to trade safely and prevent spread of Ebola and Covid19 at the market sites</u> | From June 2020 | MTIC, TC and vendors | 60000000 |
| 2 public meetings-Sensitize vendors on; <ul style="list-style-type: none"> ❖ Relocation schedule ❖ Physical zoning of the site ❖ Covid19 and Ebola Safety operations | Started in March 2019 and will continue till October 2020 | BEZIC and Mpondwe Market Traders' Association | 60,000,000 |
| Creation of public awareness through; <ul style="list-style-type: none"> ❖ via mega phones ❖ local radio stations | June 2020 Every after a fortnight for 2 months | BEZIC | 45,000,000 |
| Relocation to Temporary Market. | | | |
| Support to the elderly (transport and labour costs) | October 2020 | BEZIC Mpondwe Traders' Association | 14,000,000 |
| Support to the movement of Kiosks and containers to the temporally site | | | 4,000,000 |
| Garbage collection by Town Council as highlighted also in ESMP table 10-1 | | | 20,000,000 |
| Reinstatement in the refurbished market | | | |

| | | | |
|---|--|---|------------|
| Sensitize vendors on; ❖ Reinstatement schedule. ❖ Physical zoning of the new market. ❖ Market management and maintenance. | Upon completing construction of new market; projected to be mid-2021. At least two workshops | BEZIC Mpondwe Market Traders' Association | 70,000,000 |
| Meetings of the allocation committee. Allocation of market facilities to vendors for the vendors' reinstatement strategy as per section 6.2.4.6 | After construction of the new market. To be done daily for at least three weeks | BEZIC | 63,680,000 |
| Handling grievances inline also with ESMP Table 10-1 | | | |
| GRC Meetings | During relocation. At least 2 meetings a quarter | Grievance Management Committees | 48,000,000 |
| Complaint and Appeal handling Committee meetings | All through relocation. At least one meeting in a quarter | Complaint and Appeal handling Committee | 22,000,000 |
| RAP monitoring and Evaluation | | | |
| Mainstreaming social commitments in the RAP into the construction contract and supervising execution | At bid document preparation, bid evaluation and construction stages | PIU, contract management team, and Project Manager. | 20,000,000 |
| Internal monitoring | All throughout RAP implementation | BEZ Steering Committee (BEZSC) | 5,000,000 |
| External monitoring | From June,2020 before relocation | An independent party e.g. local NGO or CBO | 25,000,000 |

| | | | |
|---|--------------------------------------|---|--------------------|
| | through the RAP implementation | | |
| Selection of a private audit firm to conduct closing audit | November, 2021 | MoTIC | 10,000,000 |
| Closing Audit | End of RAP Projected in 2022. | Private audit firm to be hired a month after reinstatement of the vendors into the redeveloped market | 82,000,000 |
| Contingency for unforeseen costs or in case new PAPs appear | | 89,413,000 943,543,0000 | 89,413,000 |
| Total Budget for implementing the RAP (UGX) | | | 943,543,000 |

7 GRIEVANCE MANAGEMENT AND REDRESS

7.1 Introduction

The main objective of the grievance redress procedure will be to provide mechanisms through which aggrieved direct project affected persons and those indirectly affected persons or institutions can channel their grievances and have it resolved efficiently and effectively within the shortest timeframe possible and in a systematic manner that does not delay project progress but rather enhance and contribute to project success and community ownership. It will also provide to PAPs with objections or concerns a public forum to raise their objections and through conflict resolution, address these issues adequately. During project implementation including, land acquisition, valuation, compensation and resettlement process various grievances may arise that might require mitigation. It is for this purpose that the Grievance Redress Mechanism (GRM) is appropriated. The grievance redress mechanism ensures that;

- a) The basic rights and interests of every affected person by poor environmental performance or social management of the project are protected and;
- b) Their concerns arising from the poor performance of the project during the phases of design, construction and operation activities are effectively and timely addressed.

7.2 Expected Grievances

Grievances and disputes expected during the implementation of the Mpondwe resettlement program include:

- a) Disagreements during relocation and facility allocation in the new market
- b) Disputes over plot limits, either between the affected person and the Project, or amongst neighbors;
- c) Dispute over the ownership of assets say stalls, shops or land plots (two individuals may claim to be the owner of the same asset);
- d) Disagreement over resettlement measures, for instance on the location of the resettlement site, on the type or standing of the proposed housing, or over the characteristics of the resettlement plot; and
- e) Disputed ownership of a business (for instance where the owner and the operator are different persons), which gives rise to conflicts over the compensation sharing arrangements.

7.2.1 Institution of Grievance Redress Committees

The Grievance Redress Committees were formed October 2019. Grievance Redress Committees (GRCs) are various levels

The grievance redress mechanism was categorized in four levels which include;

- a) Level One: PAP Committee
- b) Level Two: Border Export Zones Implementation Committee (BEZIC)

- c) Level Three: Appeals Committee
- d) Level Four: Courts of law

Composition of levels two and four were already defined by the MoU between MoTIC and Kasese District on Development and Management of Mpondwe Border Export Zone and the constitution of Uganda respectively while selection and composition of Level One(PAP committee) is as given in Section 6.1.2 (Formation of the PAP Committee)

7.3 Organization Structure for Conflict Resolution

7.3.1 Level One: Local Committee

This committee has the following members:

- (a) Local Council one chairperson,
- (b) 6 committee members of the Mpdodwe Market vendors' Association including the association chairperson, and
- (c) 2 representatives from Karambi People with Disability.

The procedure for registering grievances at this level will be as follows:

- a) A PAP registers a grievance and within one working day, the committee members are alerted of the case;
- b) The affected person is immediately informed on the next date of the scheduled hearing. Depending on the case load, a maximum of seven working days will be given between the date that a case is recorded and the date when the hearing is held;
- c) The committee will meet once every seven calendar days to deal with emerging cases. At these meetings, hearings with the affected persons and related witnesses will be held;
- d) The committee will communicate its decisions to the affected person within three working days after conclusion of hearings;

7.3.2 Level Two: Border Export Zones Implementation Committee (BEZIC)

The BEZIC consists of the following officials:

- a) The district Chairperson is the Chair of the Committee;
- b) The Chief Administrative Officer;
- c) The District Commercial Officer shall be the secretary to the committee
- d) A representative from the Ministry of Trade, Industry and Cooperatives
- e) The District Engineer
- f) The district Land Officer
- g) The Secretary for Production
- h) The physical Planner
- i) The Town Clerk

The BEZIC will perform its roles and responsibilities as specified in the guidelines on Market Vendors registration, temporary resettlement and Management of the market. Specifically in the context of the grievance mechanism, the BEZIC shall;

- ❖ Ensure smooth relocation of Market Vendors to the temporary site and allocation of facilities on the BEZ once it is finalized all in accordance with the set guidelines
- ❖ Settle disputes among and between Market Vendors and communities on one hand and with the contractor, the project and Town council on the hand during the resettlement and relocation exercise;

7.3.3 Level Three: Appeals Committee

The Kasese District in consultation with the Ministry will constitute committee to handle appeals raised during relocation of Market Vendors in the temporary site and resettlement of the Market vendors in the redeveloped Market or any aggrieved person in regard to construction of the BEZ. The appeals committee will handle only cases that could not be resolved by the BEZIC. Any person not satisfied by the decision of the BEZIC shall submit his/her complaint to the Appeals Committee.

- ❖ The appeals committee is comprised of vendors representatives, officers from the District/town council and the Ministry. The vendors' representatives will be elected by the Mpondwe Cross Border Traders Association. The Technical Officers from beneficiary Local Governments will be appointed by the Chief Administrative Office(CAO) and the Ministry officers by the Permanent Secretary
- ❖ The Appeals Committee may summon the allocation committee or any other person to clarify on specific issues or complaints raised
- ❖ The Appeals Committee will forward its recommendations for each of the complaints to CAO for consideration and PS where necessary.
- ❖ The committee shall meet as and one there is a case to handle.

7.3.4 Level Four: Courts of law

The constitution allows a right of access to courts of law by any person who has an interest or right. Therefore any person not satisfied with the above processes may pursue the case in the courts of law for redress.

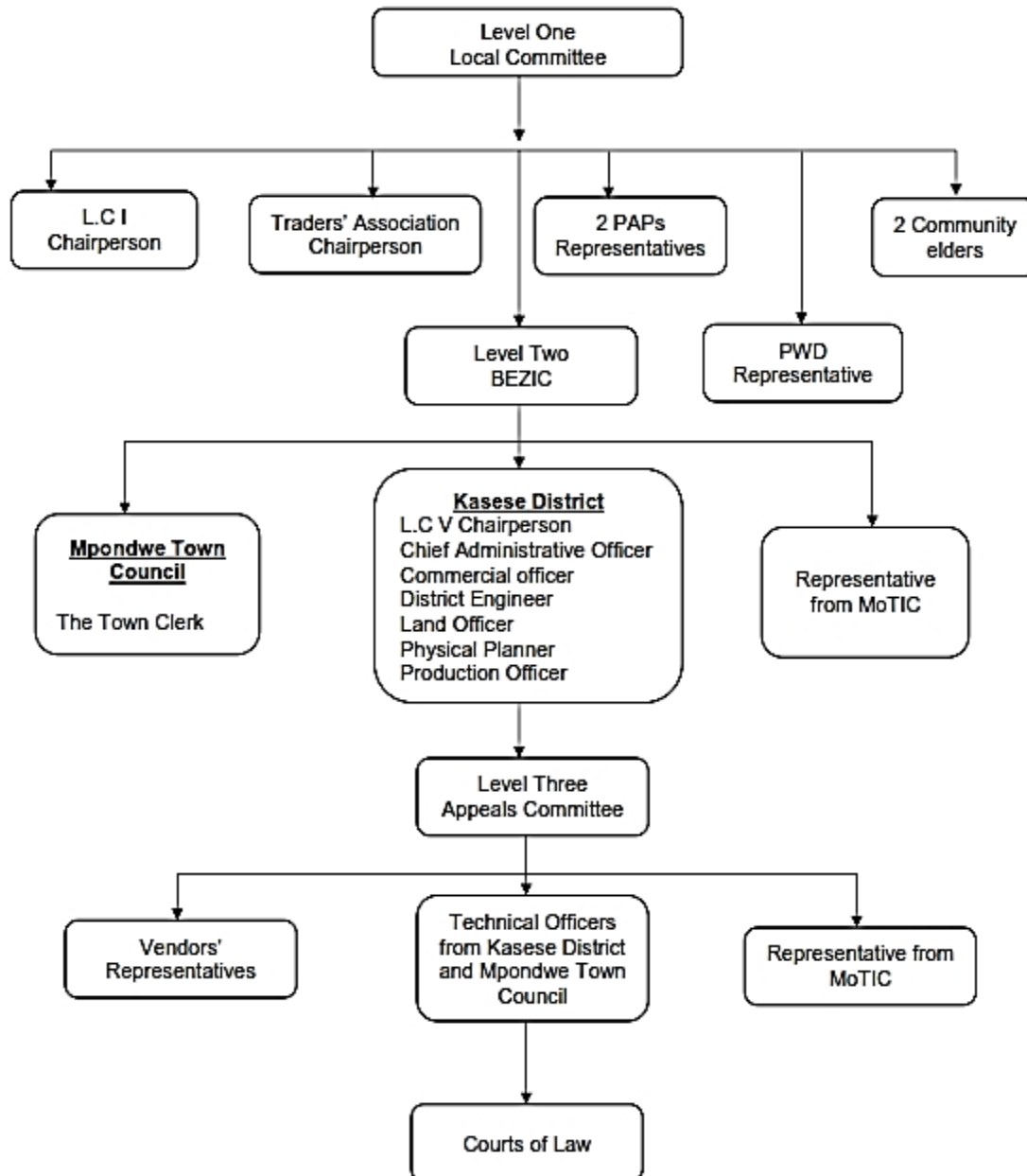


Figure 6: Grievance redress mechanism

7.3.4.1 Training of GRCs

Members of the GRM Committees were oriented on the purpose, objectives and composition of Grievance Redress Committees.

To ensure the functionality of these committees, part of the funds from the bank were allocated to finance training and capacity building of these committees. Induction training for GRCs was conducted in October, 2019 which focused on orienting committee members on their roles and responsibilities.

A second training for members of GRM committees took place in March 2020 to orient them on the relocation processes so that they are able to handle complaints that may arise during relocation of Market vendors to the temporary site. Training of

GRM committees shall also be done before reinstatement of vendors in the redeveloped market to handle grievances that may occur during facility allocation.

8 MONITORING AND COMPLETION AUDIT

8.1 Objectives of Monitoring

Monitoring is a key component of the Resettlement Action Plan and is an integral part of Project Implementation Unit (PIU) responsibility and obligations. It has the following general objectives:

- ❖ Monitoring of resettlement and compensation progress, of specific situations of economic or social difficulties arising from the implementation of the compensation and resettlement process, and of the compliance of the actual implementation with objectives and methods as defined by World Bank Principles and this RAP;
- ❖ Audit of the completion of the resettlement program, through and assessment of the short mid and long-term impacts of the compensation and resettlement program on affected persons, their incomes and standards of living, the environment, local capacities, housing, among others.

Monitoring allows to correct implementation methods “in real time” during Project implementation, and also to check whether general objectives have been met and whether the resettlement and compensation program can be deemed complete. Monitoring and auditing include an internal tier and an external tier.

8.2 Internal Monitoring

The Ministry of Trade, Industry and Cooperatives will have the overall responsibility of conducting regular internal monitoring of project progress. The monitoring shall be a systematic evaluation of the implementation stage in relation to the recommendations of this RAP report. In undertaking the same, the ministry will be the main driver of RAP implementation. As such, it will be their responsibility to undertake regular internal monitoring of the process.

8.2.1 Objectives of internal monitoring

The objectives of internal monitoring and evaluation will be:

- a) Social and economic monitoring: follow-up on the status of PAPs, environmental and health conditions and rejuvenation of business in the market;
- b) Grievances and grievance management system;
- c) Monitoring of vulnerable and marginalized groups;
- d) To ensure that the process of relocation and allocation of facilities to the vendors conducted a fair and timely manner
- e) To ensure that reinstatement process is implemented with utmost transparency
- f) To verify that funds for implementation of the RAP are provided in a timely manner and in amounts sufficient for their purposes

8.3 External Monitoring

To ascertain quality and objectivity in the process, Ministry of Trade, Industry and Cooperative will engage an external expert (local NGO, CBO or CSO) to conduct a comprehensive evaluation of the implementation of resettlement activities and milestones on a regular basis. External monitoring will be conducted on a quarterly basis annually and will focus on the assessment of project compliance with;

- a) social obligations contained in the Ugandan legislation
- b) the World Bank social and environmental safeguards
- c) this Resettlement Action Plan,
- d) The Environmental and Social Impact Assessment and its Social and Environmental Management Plan.

8.3.1 Objectives of external monitoring

The objective of the monitoring will be to:

- a) Review the results of the internal monitoring and review overall compliance with the study recommendations
- b) Assess whether compensation process objectives have been met, especially with regard to signing of agreements and management of grievances
- c) Evaluate post compensation assistance to PAP
- d) Assess general efficiency of the process and formulate lessons for future guidance
- e) Determine overall adequacy of entitlements
- f) Assess overall compliance with the RAP and other social commitments made in the Environmental and Social documentation
- g) Verify that measures to restore or enhance Project-Affected Peoples' quality of life and livelihood are being implemented and to assess their effectiveness,
- h) Assess the extent to which the quality of life and livelihoods of affected communities are being restored in an appropriate manner.

8.4 Monitoring and Evaluation Indicators

The monitoring and evaluation of the RAP will be done against the indicators presented in the Table below:

Table 12: Monitoring and evaluation indicators

| No | Activity | Monitoring Indicators | Means of verification | Monitoring frequency |
|----|--|--|---|---|
| 1 | Formation and Induction of RAP Committees. | <ul style="list-style-type: none"> ❖ Record of PAPs' committee formation engagements. ❖ Record of training for committee members. ❖ Training schedules for committee members. | <ul style="list-style-type: none"> ❖ Review of monthly performance reports for BEZIC. ❖ Monthly and quarterly field monitoring inspections. | <p>Monthly for Internal monitoring</p> <p>Quarterly for external monitoring</p> |
| 2 | Identification and acquisition of temporary relocation site. | <ul style="list-style-type: none"> ❖ Record for procurement process of the temporary relocation site. ❖ Record of engagement with land lords. ❖ Record of consent to rent out land to town council by land lords ❖ Tenancy agreements between Town Council and Land lords. ❖ Record of complaint /dissatisfaction from land lords. ❖ Record of payment for rental fees by Town Council | <ul style="list-style-type: none"> ❖ Monthly and quarterly field monitoring visits to the relocation site. ❖ Review of monthly performance reports for BEZIC. | <p>Monthly for Internal monitoring</p> <p>Quarterly for external monitoring</p> |
| 3 | Set up of the relocation site | <ul style="list-style-type: none"> ❖ Fencing of the relocation site ❖ Zoning of market area, ground allocation markings | Daily and monthly site inspection. | Daily for internal monitoring |

| | | | | |
|---|---|--|---|---|
| | | <ul style="list-style-type: none"> ❖ Shades with temporary stalls on site ❖ Sanitary facilities on site ❖ Utilities (water and electricity) on site ❖ Status of access road | | Monthly for external monitoring before relocation |
| 4 | Sensitization of market vendors on relocation and reinstatement | <ul style="list-style-type: none"> ❖ Record on awareness raising meetings with vendors on relocation and reinstatement ❖ Record on public announcements and talks shows on radios and TV Schedules for public awareness campaigns | Review of monthly performance reports for BEZIC. | <p>Monthly for Internal monitoring</p> <p>Quarterly for external monitoring</p> |
| 5 | Update of vendors' registry | <ul style="list-style-type: none"> ❖ Pinned lists of updated vendors' register. ❖ Schedules for further update of vendors' register. | Review of monthly performance reports for BEZIC. | <p>Monthly for Internal monitoring</p> <p>Quarterly for external monitoring</p> |
| 6 | Relocation of vendors to the temporary relocation site | <ul style="list-style-type: none"> ❖ Relocation schedules for vendors. ❖ Public notice on relocation dates and procedures. ❖ Record of cash facilitation for key vulnerable groups (PWDs and the elderly above 60 years of age). ❖ Record of grievances from vendors | <ul style="list-style-type: none"> ❖ Review of monthly performance reports for BEZIC. ❖ Monthly field inspections | <p>Monthly for Internal monitoring</p> <p>Quarterly for external monitoring</p> |
| 7 | Reinstatement of | ❖ Reinstatement schedules for | ❖ Review of monthly | Monthly for Internal |

| | | | | |
|--|--|---|---|--|
| | <p>vendors in the redeveloped market</p> | <p>vendors.</p> <ul style="list-style-type: none"> ❖ Public notice on reinstatement dates and procedures. ❖ Record of cash facilitation for key vulnerable groups (PWDs and the elderly above 60 years of age). ❖ Record of grievances from vendors ❖ Vendors' allocation letters | <p>performance reports for BEZIC.</p> <ul style="list-style-type: none"> ❖ Monthly field inspections | <p>monitoring</p> <p>Quarterly for external monitoring</p> |
|--|--|---|---|--|

8.5 Methods of Monitoring

The monitoring and evaluation (M&E) of RAP will be guided by the M&E log frame above. The log frame clearly shows the proposed activities, monitoring indicators and means of verification. The project has a team of specialists including social Development specialist and Monitoring and Evaluation Specialist that will take lead in the implementation and monitoring the RAP.

8.6 Reporting

The monthly evaluation report shall be compiled by the internal evaluation team. This report shall then be availed to the MTIC and community through the PAP representatives. The same procedure shall be adopted by the external evaluation team. For this RAP, the monitoring and evaluation reporting schedule will be as follows:

a) Monthly reports

- ❖ Assessment on the use of resources and production of outputs and identify key issues requiring more intensive study
- ❖ Panel studies to provide continuous feedback on implementation and to identify potential problems
- ❖ Combined progress report to include all the above and to be circulated internally

b) Periodic reports to be done whenever management requires help in the evaluation of problems, or require information to help in making an important decision

c) Annual monitoring and evaluation reports

APPENDICES

Appendix I: Registered Market Vendors information

Table Showing Mpondwe Market Vendor¹ register disaggregated by facility type and Gender.

| | Facility Type | Total vendors | Gender | | Percentage by Gender | |
|--|---------------|---------------|--------|------|----------------------|-------|
| | | | Female | Male | Female | Male |
| | Butchery | 20 | 0 | 20 | 0.0 | 100.0 |
| | Kiosk | 6 | 4 | 2 | 66.7 | 33.3 |
| | Lock up | 520 | 243 | 277 | 46.7 | 53.3 |
| | Pitch | 2002 | 1651 | 351 | 82.5 | 17.6 |
| | Shop | 12 | 6 | 6 | 50.0 | 50.0 |
| | Stall | 135 | 106 | 29 | 78.5 | 21.5 |
| | Store | 69 | 46 | 23 | 66.7 | 33.3 |
| | Wooden kiosk | 4 | 4 | 0 | 100.0 | 0.0 |
| | Total | 2768 | 2060 | 708 | 74.4 | 25.6 |

Table 2 Showing Mpondwe Market Vendor register disaggregated by business type and Gender.

1

| | Business Type | Total vendors | Gender | | Percentage by Gender | |
|--|-----------------------|---------------|--------|------|----------------------|-------|
| | | | Female | Male | Female | Male |
| | Agro products | 1 | 0 | 1 | 0.0 | 100.0 |
| | Bitenge | 63 | 55 | 8 | 87.3 | 12.7 |
| | Butchery | 41 | 8 | 33 | 19.5 | 80.5 |
| | Chapati seller | 1 | 1 | 0 | 100.0 | 0.0 |
| | Charcoal | 9 | 8 | 1 | 88.9 | 11.1 |
| | Chicken | 129 | 114 | 15 | 88.4 | 11.6 |
| | Cosmetics | 7 | 2 | 5 | 28.6 | 71.4 |
| | Drug shop | 3 | 1 | 2 | 33.3 | 66.7 |
| | Eggs | 10 | 2 | 8 | 20.0 | 80.0 |
| | Electronics | 3 | 1 | 2 | 33.3 | 66.7 |
| | Fish | 594 | 463 | 131 | 78.1 | 22.0 |
| | Fruits and vegetables | 357 | 345 | 12 | 96.6 | 3.4 |
| | General merchandise | 374 | 165 | 209 | 44.2 | 55.8 |
| | Hotel | 1 | 1 | 0 | 100.0 | 0.0 |
| | Meat | 23 | 21 | 2 | 91.3 | 8.7 |
| | Mobile money | 40 | 22 | 18 | 55.0 | 45.0 |
| | Mobile phones | 1 | 0 | 1 | 0.0 | 100.0 |
| | Money changer | 21 | 3 | 18 | 14.3 | 85.7 |
| | Motor Spares | 1 | 0 | 1 | 0.0 | 100.0 |
| | Motorcycles | 1 | 0 | 1 | 0.0 | 100.0 |
| | Mukene | 122 | 112 | 10 | 91.8 | 8.2 |
| | New Shoes and Clothes | 251 | 161 | 90 | 64.1 | 35.9 |

| | | | | | | |
|--|-----------------------------|-----|-----|----|------|-------|
| | Old Clothes, bags and shoes | 210 | 159 | 51 | 75.7 | 24.3 |
| | Palm oil | 121 | 117 | 4 | 96.7 | 3.3 |
| | Phone charging | 4 | 1 | 3 | 25.0 | 75.0 |
| | Phone repair | 2 | 0 | 2 | 0.0 | 100.0 |
| | Phones | 1 | 0 | 1 | 0.0 | 100.0 |
| | Plastic shoes | 23 | 17 | 6 | 73.9 | 26.1 |
| | Produce | 276 | 226 | 50 | 81.9 | 18.1 |
| | Restaurant | 29 | 26 | 3 | 89.7 | 10.3 |
| | Saloon | 9 | 8 | 1 | 88.9 | 11.1 |
| | Soft Drinks | 32 | 17 | 15 | 53.1 | 46.9 |
| | Stationery and Secretarial | 2 | 0 | 2 | 0.0 | 100.0 |
| | Tailor | 6 | 4 | 2 | 66.7 | 33.3 |

Summary of market Vendors

| | Gender | | Percentage by Gender | |
|---------------|--------|------|----------------------|-------|
| | Female | Male | Female | Male |
| Total vendors | | | | |
| 2768 | 2060 | 708 | 74.4% | 25.6% |

Appendix 2 A : Copy of Market Vendors filled registration form



Serial No: 385

THE REPUBLIC OF UGANDA

MINISTRY OF TRADE, INDUSTRY AND COOPERATIVES
GREAT LAKES TRADE FACILITATION PROJECT (GLTFP)

MPONDWE MARKET VENDOR REGISTRATION FORM

*for verification
Kao
21/5/17*

The Government of the Republic of Uganda is in the processing of re-developing of Mpondwe Market under the Great Lakes Trade Facilitation Project (GLTFP).

This form has been prepared to register bona fide vendors for temporarily relocation and subsequently resettlement into the new market. For the purpose of this registration, the Term Vendor is used to include a person who owns, rents or sub rents Stands, Kiosks, Stalls, Lock-ups, Peaches and any other facility from the council or her partner, including those operating in open space but within the market

By registering, the vendor and Vendor, District Local Government and the Town Council agree to roles and obligations as laid down in Section D

SECTION A: VENDOR'S INFORMATION

1.0. Particulars of Vendor

1.1. Surname: MASIKA Other Names: AGNESS
 1.2. Sex: FEMALE 1.3. Date of Birth: 19.1.64 1964
 1.4. Nationality: UGANDAN 1.5. Marital Status: MARRIED
 1.6. Address: (a) Stall/ Lock-up/Shop/Stand Peach No: pitch
 1.7. Tel. Contact: 0759739415
 1.8. Type of Business: chicken
 1.9. Status of Tenancy (Tick as appropriate in space provided):-
 a) Current Allocatee b) Current Occupant

1.10. If (b) in 1.9 above, please indicate:

(i) Name of Current Allocatee: MASIKA AGNESS
 (ii) Commencement Date of Current Occupancy: 02.1.12 12
 (iii) How Occupancy Changed Hands: Verbal

2.0 Particulars of Next of Kin

2.1. Surname: Kabugha Other Names: patience
 2.2. Sex: FEMALE 2.3. Date of Birth: 02.1.58 1958
 2.4. Tel. Contact: 2.5. Relationship with Vendor: SISTER

3.0 Particulars of Stall/ Lock-up/Shop/ Stand / Peach Occupied


3.1. Stall/ Lock-up/ Shop/ Peach No: pitch
 3.2. Date Allocated: 02.1.12 12
 3.3. Reference No:
 3.4. Physical Location of Market (Council/ District/ County/ Ward/ Division) M.T.C

4.0 Rental payments to Council

4.1. Recent Receipt No: 143741 Amount: 1000 Date: 30/5/2017

MASIKA AGNESS
 I MASIKA AGNESS On my own behalf do certify that the above particulars are true and correct to the best of my knowledge.
 Signed: [Signature] Date: 30.5.17

Appendix 2 B: Town Council Commitment to Waive Trade Licensing Fees

| | | |
|---|---|--|
| TELEPHONE: Town Clerk: 0772633589 Sen. Asst. Town Clerk: 0772552048 Town Treasurer: 0752 019492 Cashier: 0772 241935 Engineer: 0774 244002 Int. Auditor: 0773 696764 |  THE REPUBLIC OF UGANDA MPONDWE – LHUBIRIHA TOWN COUNCIL | OFFICE OF THE TOWN CLERK P.O. Box 250, KASESE UGANDA. Date 22 nd April, 2020 |
|---|---|--|

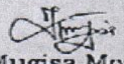
Our ref: MLTC/ADM/03/2020.


The Permanent Secretary,
Ministry of Trade Industry and Cooperatives,
P.O. Box 7103,
Kampala.

WAIVER OF TRADING LICENSE CHARGES DURING LHUBIRIHA MARKET CONSTRUCTIONS WORKS:

Under the Trade (licensing) Act CAP 101 as amended, Town Councils are mandated to collect trading license in the Town Councils with the objective of creating trade order. The Town Council charges among others trading licenses and market dues to all premises in the market.

However, the Town Council commits that during the time of construction when the traders will be relocated to the temporary market site, they will not be required to pay trading license to compensate for any loses that they may incur during the process.

Yours faithfully,

Mugisa Moses
TOWN CLERK



Copy: The Chairperson LC III - MLTC

Appendix 2C: T/Council Commitment on movement of Kiosks and Containers

| | | |
|---------------|---|--|
| TELEPHONE: |  | OFFICE OF THE TOWN CLERK P.O. Box 250, KASESE UGANDA. |
| Town Clerk | 0772633017 | Date: 11 th March 2020. |
| Town Engineer | 0772634653 | |
| Cashier | 0772632640 | |
| Inspector | 0772 394557 | |
| PE. A. Obw | 0773 546754 | |

THE REPUBLIC OF UGANDA

MPONDWE – LHUBIRIHA TOWN COUNCIL
Ref: MLTC/05/8/2020.

The Permanent Secretary,
Ministry of Trade, Industry and Co-operatives,
P.O. Box 7103, Kampala, Uganda.

Attn: The Co-ordinator,
Great Lakes Trade Facilitation project (GLTFP)

COMMITMENT TO SHIFT MARKET VENDORS
On 10th March 2020, Mpondwe-Lhubiriha Town Council had a meeting with the World Bank and Ministry of trade Officials and it was agreed that Mpondwe-Lhubiriha Town Council will help to shift the market vendors to the relocation site.

The purpose of this letter is therefore to inform you that we are still committed to ensure that the market vendors are ably shifted to the relocation sites with the help of the Government trucks that are readily available from the Town Council and the district.



Mugisa Moses
TOWN CLERK

Copy:
The Resident District Commissioner -Kasese District Local Government
The Chief Administrative Officer -Kasese District Local Government
The Chairperson LC III -Mpondwe-Lhubiriha Town Council

**Appendix 3 A: Consent Agreement to Rent Land without any other compensation
any charges**



MINISTRY OF TRADE INDUSTRY AND COOPERATIVES
GREAT LAKES TRADE FACILITATION PROJECT
Reducing Trade Costs and Increasing the Capacity for Commerce

P. O. Box 7103 Kampala-Uganda Tel -256414314000/221 +256414230916
Fax +256414347286 REF.

**DEVELOPMENT OF MARKET AT MPONDWE BORDER EXPORT ZONE,
LUBIRIHA MARKET, MPONDWE TOWN COUNCIL, KASESE DISTRICT**

CONSENT AGREEMENT

This consent agreement is made and entered into this 29th day
of April 2020

BY AND BETWEEN

**THE MINISTRY OF TRADE INDUSTRY AND COOPERATIVES AND
MPONDWE TOWN COUNCIL AS THE FIRST PARTY**

AND

THEMBO HOSITA AS THE
SECOND PARTY

RECITALS

The First Party is desirous of acquiring the land situated on Block owned by
THEMBO HOSITA for use as a temporary market for the
market vendors for the redeployment of Mpondwe Market, a component under the Great
Lakes Trade Facilitation Project under the Ministry of Trade Industry and cooperatives.

The First Party has undertaken the following processes:

- Engaged with the land owner to rent the land for use as temporally site for vendors
- The land is situated at KAMBUKAMU BWE II

Buy Uganda Build Uganda (BUBU)

- Reviewed and confirmed documentation provided by the landowner including copies of documents for ownership in the names of THEMBO HOSINA

WHEREAS the First Party is mandated by law to compensate persons whose land and structures are to be affected by the works, in Community Engagements held on 22/06/2019 and in exchange for the benefits associated with the construction of the market;

- Local Leaders and Residents of KAMBUCHIYA BWEZI resolved to avail land for temporary relocation at a negotiated rental cost.

RECOGNIZING that THEMBO HOSINA agrees and willingly gives his/her land for rent and at zero compensation for the items on the land for the temporary relocation.

NOW THEREFORE, it is HEREBY AGREED as follows:

1. The First Party is hereby granted the right to use the land for the purpose of relocating vendors temporary during the construction of Mpondwe market upon payment of rent on the agreed terms
2. The land shall be rented by the **MPONDWE TOWN COUNCIL** at monthly rent specified in the rental agreement without any compensation costs.
3. Any notice, request or submission required to be given by a party under this agreement shall be given in writing, and shall be deemed to be sufficiently served if delivered by hand or sent by recognized courier, registered mail, electronic email (confirmed by hand delivery or courier service) to the respective parties as follows: -

In the case of the First Party to:

The Town Clerk
Mpondwe Town Council
P. O. Box.....

In case of the Second Party to:

Name: THEMBO HOSINA Telephone: 0782108682

4. This agreement, its meaning and interpretation, as well as the relationship between the Parties, shall be governed by and construed and enforced in accordance with the laws of the Republic of Uganda

IN WITNESS WHEREOF the parties hereto have set their hands and seals hereunto on the day, month and year first above written.

For: Themba Hosiyu

Thimmbay

Land OWNER

For: THE MINISTRY OF TRADE, INDUSTRY AND COOPERATIVES

Name: Julius Kasirye Signature: [Signature]
MTIC REPRESENTATIVE

MINISTRY OF TRADE, INDUSTRY AND CO-OPERATIVES
BOX 7103, KAMPALA

For: MPONDWE TOWN COUNCIL

Name: MUGISA MOSES Signature: [Signature]

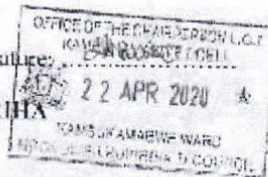
TOWNCLERK



In the presence of

Name: MURINDA EWA MUSA Signature: [Signature]

LC I CHAIRMAN, MPONDWE-LUBIRIKA



Appendix 3 B : A copy of Consent agreement Between Mpondwe-Lhubiriha Town Council and landlords at the temporary relocation site.

TELEPHONE:
 Town Clerk 0772633414
 Town Treasurer 0772846553
 Cashier 0772612560
 Engineer 0772 394557
 Int. Auditor 0773 698756



THE REPUBLIC OF UGANDA

OFFICE OF THE TOWN CLERK
 P.O. Box 250,
 KASESE
 UGANDA.

Date: 7/11/2019

MPONDWE - LHUBIRIHA TOWN COUNCIL


CONSENT/AGREEMENT BETWEEN MPONDWE-LHUBIRIHA TOWN COUNCIL AND LANDLORDS (OWNERS) OF THE LHUBIRIHA MARKET RELOCATION SITE

Aware that Mpondwe-lhubiriha Town Council is going to begin construction works of their Lhubiriha border market within this 2019/2020 Financial Year and having been requested by council to rent her out our plots of land to temporarily accommodate the Lhubiriha market during the construction works, **We the undersigned land lords** do hereby confirm and consent that our plots of land will be available for the above highlighted purpose this ^{7th}.....day in the Month of November.....in the year 2019.....

| S/N. | NAME OF LAND LORD | CONTACT | SIGNATURE |
|------|-----------------------|--------------------------|--------------|
| 1. | MBUSA DISILEO | 077A500575 | disileo |
| 2. | MASEREKA NICHOLAS | 0782555179 | N. Masereka |
| 3. | Kule EDISON | 0779785121 | [Signature] |
| 4. | KILETI BNAMBALE | 0787207669 | Kwawule |
| 5. | MUHINDO MARY | | |
| 6. | MOSEREKA DUNIA | 0773516114 | Muhindo Mary |
| 7. | MUHINDO | | |
| 8. | BURA AGNESS MARY | 0789583494 | DUNIA |
| 9. | NZYABACE AGNESS | 0773636963 | MARY |
| 10. | KAMALHA JOSEPH MAYANI | 0786039480 0789438816 | [Signature] |
| 11. | BWAMBALE BOVIKO.K | 0782135114 | [Signature] |
| 12. | BALUKU MOHA | 077A296990 0783630999 | [Signature] |

Appendix 3 C: Town Council Confirmation letter of the budget plans for paying landlords

TELEPHONE:
Town Clerk 0772455519
Town Treasurer 0772455520
Councillor 0772455521
Engineer 0772 294200
Int. Auditor 0772 292734



OFFICE OF THE TOWN CLERK
P.O. Box 250,
KASESE
UGANDA.
Date: 15th July 2019

THE REPUBLIC OF UGANDA
MPONDWE – LHUBIRIHA TOWN COUNCIL
Ref: MLTC/07/3/2019

The Permanent Secretary,
Ministry of Trade, Industry and Co-operatives,
P.O. Box 7103, Kampala, Uganda.


Attn: The Co-ordinator,
Great Lakes Trade Facilitation project (GLTFP)

STATUS REPORT ABOUT SECURING TEMPORARY SITE FOR OPERATING LHUBIRIHA MARKET.
As you are already aware, Mpondwe-Lhubiriha Town Council through the Ministry of Trade, Industry and Cooperatives is undergoing preparations to kick start the construction works for Lhubiriha Border Market. We really thank you for selecting our Town Council for benefiting from the Great Lakes Trade Facilitation Project (GLTFP).

Among the activities for the construction works to start is securing a new market site. In specific regard to this matter, I wish to report as follows:

1. The management of Mpondwe-Lhubiriha Town Council already identified a suitable site where a temporary market will operate from as construction works go on. A site visitation with some officers from the ministry as a team has already been done.
2. The Town Council held meetings with the owners of the plots of land at the new site and agreed that:
 - a. The Town Council will pay a monthly rent of two hundred fifty thousand shillings (250,000/=) per plot of land that measures 50ft X 100ft.
 - b. A plot of land measuring less than the standard plot of land highlighted above shall be re-measured and an equal value for the space found shall be the only amount of money that shall be paid to the land lord.
 - c. Land lords who own structures in the new site shall remain responsible for their structures and the Town Council shall only takeover the remaining open space. Please note that Part 2 (h) of this report shall apply here as
3. Payment of rent for the plots of land shall start with effect from the date the Town Council authority starts the clearing and leveling works at the new site.
4. The Town Council Local Authority is ready to pay the rental bill because it was catered for in the 2019/2020 Financial Year budget.
5. There is no any disagreement by either party regarding the utilization of the site. The land lords are only waiting for the Town Council to make the initial deposit on rent for their plots of land and begin works at the site.

I will keep you updated on issues regarding this matter at the most convenient time.







Mugisa Moses
TOWN CLERK

TOWN CLERK
MPONDWE - LHUBIRIHA
TOWN COUNCIL

Copy:
The RDC
The Chairperson LC V
The Chief Administrative Officer
The Chairperson LC III

-Kasese District
-Kasese District
-Kasese District Local Government
-Mpondwe-Lhubiriha Town Council

Appendix 4: Record of Stakeholder Engagement
Kasese District Local Government

| STAKEHOLDER'S CONSULTATIVE MEETING FOR THE PREPARATION OF RESETTLEMENT ACTION PLAN (RAP) FOR THE PROPOSED REDEVELOPMENT OF MPONDWE-LHUBIRIHA BORDER MARKET, KASESE | | | | |
|--|------------------|-------------|-------------------------|---|
| S/N | FULL NAMES | DESIGNATION | TELEPHONE/EMAIL ADDRESS | SIGNATURE |
| 01 | UPMATHIZI HANNY | CEO | 0772 691 508 |  |
| 02 | BALUKU JULIUS | AJDPD | 0772 624 683 |  |
| 03 | MIREMBA MARY | SCO | 0775 312 445 |  |
| 04 | JOSEPH KATSWERA | DNRO | 0772 997 158 |  |
| 5 | ASIMWE QWONGANDA | SCDD | 0772 937 073 |  |
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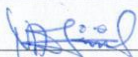
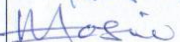
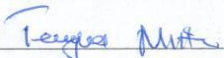
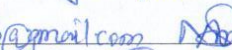



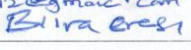
Mpondwe-Lhubiriha Town Council

ATTENDANCE LIST FOR THE PROPOSED
REDEVELOPMENT - MPONDWE LHUBIRIHA MARKET

1. BIRA JANAI VICIPERSON - 0782727923
2. BAHUNGULE GEVINA SEC. PRODUCTION & MARKETING 0783349469 ~~BA~~
 Hon Malika Jackson sec works & technical 0787222593
4. HON KULE ZIDED SEC SOCIAL SERVICES MLTC (0782016374)
5. Mulemba Stephen Lifetime Auditor 0773598756 ~~MLTC~~
~~June~~
6. MUTHINDO JOCKIM H/inspector 0784587647 ~~June~~
7. MUTHINDO JOHN ZOBEN SEN-TOWN ENG 0774266002 ~~June~~
8. MABEREICA SELVEST CATAURPERSON 0772977740 ~~June~~
9. Mukababinda Bwambale Zephemans ATC 0772953160 ~~June~~
10. MUGISA MOSES TOWN CLERK mugisa-mose@gmail.com 0772633519 ~~June~~





Resent

Lhubiriha Traders' Association

| STAKEHOLDER'S CONSULTATIVE MEETING FOR THE PREPARATION OF RESETTLEMENT ACTION PLAN (RAP) FOR THE PROPOSED REDEVELOPMENT OF MPONDWE-LHUBIRIHA BORDER MARKET, KASESE | | | | |
|--|-------------------|--------------------------|--------------------------------------|---|
| S/N | FULL NAMES | DESIGNATION | TELEPHONE/EMAIL ADDRESS | SIGNATURE |
| 1 | MUTHINDOKO ERI | TID0 | 0777548969 emuhindok@gmail.com |  |
| 2 | Masereka Sanasio | Chairman CBTA Mpondwe | 0789686820 |  |
| 3 | Tenyasa Minton | Secretary | 0772367932 |  |
| 4 | MASEREKA ADAM | VICE CBTA 4PERSON | 0783277387 maserekadom@gmail.com |  |
| 5 | KIUBE ALEX | Member | 0782894493 |  |
| 6 | MABEREKA ROBERTS | Member | 0787260291 |  |
| 7 | KIWANIBALE GERALD | Member | 0772796801 |  |
| 8 | BIIRA ERESI | member | 0788768765 biiraeresi12@gmail.com |  |
| | | | | |
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Attendance for Focus Group Discussions

People with Disability

| STAKEHOLDER'S CONSULTATIVE MEETING FOR THE PREPARATION OF RESETTLEMENT ACTION PLAN (RAP) FOR THE PROPOSED REDEVELOPMENT OF MPONDWE-LHUBIRIHA BORDER MARKET, KASESE | | | | |
|--|---------------------|----------------|-------------------------------|---|
| S/N | FULL NAMES | DESIGNATION | TELEPHONE/EMAIL ADDRESS | SIGNATURE |
| 1 | MUKHINDO JOSEPHAT | C/P for PWDs | 0782418719 kapwd@yahoo.com |  |
| | Kule Barnabas | D.O | 0780871220 |  |
| | Masika Ruth | F.O | 0778696335 |  |
| | BODANIBALE ACELPROG | program's hire | 0775485662 |  |
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Women's Group

| STAKEHOLDER'S CONSULTATIVE MEETING FOR THE PREPARATION OF RESETTLEMENT ACTION PLAN (RAP) FOR THE PROPOSED REDEVELOPMENT OF MPONDWE-LHUBIRIHA BORDER MARKET, KASESE | | | | |
|--|------------------------------|-------------------------------------|-------------------------|------------|
| S/N | FULL NAMES | DESIGNATION | TELEPHONE/EMAIL ADDRESS | SIGNATURE |
| 1 | Bura margret Kipako | C/P MUKENIE | 0771995755 | Po margret |
| 2 | MASOREKA RAPHA ^{KA} | CIA Fish | 0782910517 | MASORE |
| 3 | KISUICI ASTA | Cassava flour | 0783842994 | ASTA |
| 4 | KOONBE KUNSTINE | C/Manager ^{CHANGER} MAREYA | 0772414927 | KUNSTINE |
| 5 | BWAMBARE ANDREW | C/Person mobile money | 0774933308 | ANDREW |
| 6 | MASIKA HARRIET | C/Person Irish | 0788776811 | HARRIET |
| 7 | Kabugho Beatrice | C/P | | |
| 8 | BURA ALICE | C/P TAMOTA | 0774307534 | BURA |
| 9 | KAKIMWA ROSE | C/P GONJA | 0779639235 | ROSE |
| 10 | Gladys Muyonja | C/P Kabejes | 0782630076 | GEM |
| 11 | BURA ELIZA | C/P GALIC | | ELIZA |
| 12 | Bwambare samson Kikakido | C/P AREU status | 0782234036 | B-SK |

Men's Group

| STAKEHOLDER'S CONSULTATIVE MEETING FOR THE PREPARATION OF RESETTLEMENT ACTION PLAN (RAP) FOR THE PROPOSED REDEVELOPMENT OF MPONDWE-LHUBIRIHA BORDER MARKET, KASESE | | | | |
|--|-----------------------|-----------------|-------------------------|------------------|
| S/N | FULL NAMES | DESIGNATION | TELEPHONE/EMAIL ADDRESS | SIGNATURE |
| 1 | Florance Katumbwa | palmoil Leader. | | Kwkw |
| 2 | Subira MACHOZI | Shoes | 0781508021 | Subiri machuzi |
| 3 | MBUSA TIMOTHY | Bones | 0788637714 | M. T |
| 4 | KABUGH FRAZIA | Rice | 0779593459 | K.F. |
| 5 | PASCAL KASUMBA | oil chertos | 0779993827 | PASCAL |
| 6 | KABOGHO BEATRIS | egg plant | 0771230116 | Kabogho |
| 7 | BALUKU MOSES | POULTRY | 0784275827 | Moses |
| 8 | dogolas Kule | meat | 0784404423 | Kule |
| 9 | Kabugho Dorothy | ONIONS | 0779330153 | Kabugho |
| 10 | Mzyabake Aidah Regina | Vegetables | 0784305432 | Regina. |
| 11 | BWAMBALO ROBERT | G. merchandise | 0788377715 | R |
| 12 | BIRUNGI MARY | Bitenge | 0777082104 | Busse. |
| 13 | KALISHA OBEA | Timber Dealer | 0785-110803 | Oba. |

Appendix 5: Field Photography



meeting with market vendors



Engagements with women dealing in silver fish traders



Focus Group discussions with women at their work station



Consultative meeting with Mpondwe Town council officials



Consultative meeting with Kasese District Officials at CAO's office



Luhbiruha Traders association committee members



Focus group discussion with PWDs at their offices



Public consultations on the RAP and GLTF in General

Appendix 6: Socio-Economic Survey Questionnaires

GREAT LAKES TRADE FACILITATION (GLTF) PROJECT FOR UGANDA

SOCIOECONOMIC SURVEY TOOL - RESETTLEMENT ACTION PLAN FOR THE PROPOSED REDEVELOPMENT OF MPONDWE-LHUBIRUHA BORDER MARKET

RESPONDENT'S INFORMED CONSENT

My name is.....

I am here on behalf of OBUNTU to undertake the socio-economic baseline assessment of the conditions within the area in the Great Lakes Trade Facilitation (GLTF) Project. The information collected will purely be used by the project in establishing infrastructural projects such as markets, roads, fish landing sites, among others in the area to benefit the locals. Your responses to questions herein will be treated with utmost confidentiality. Your responses will be treated with utmost confidentiality.

Do you agree to participate in this survey? (Yes\No?)

Thank you for accepting to take part in this survey.

FOR OFFICIAL USE ONLY

| | | |
|------------------------------|----------|------------------|
| District | | |
| Sub-county | | |
| Parish | | |
| Village | | |
| Date of the Interview | | |
| Household Identification No. | | |
| Name of the Interviewer | | |
| Supervisor's Name | | |
| Is questionnaire Complete: | Yes / No | Signature: _____ |
| If no, why? | | |
| Date of Data Entry | | |

| B: PROFILE OF PROJECT AFFECTED PERSON | | | |
|--|---|--|---|
| No | Question | Codes | |
| | Economic Activity | | |
| B1 | Do you own a stall / lockup in the market | 1 = Yes 2 = No | |
| B2 | If YES, how many stalls/lockups do you own? | | |
| B3 | How did you acquire the stall/lockup | 1= Lease from town council | 2. = Others specify |
| B4 | How much did you pay for the lockup/stall | | |
| B5 | Do you pay any other additional fees for the stall/lockup? | 1=Yes 2=No | |
| B6 | If yes, how much do you pay? | | |
| B7 | How often do you pay this fee/charge | 1 = Monthly 2 = Quarterly 3 = Annually | |
| B8 | If NO in B1 above, how did you acquire the stall/lockup? | 1 = Rented 2 = sub-rented 3 = Offered 4 = Others Specify | |
| B9 | If rented/sub-rented, how much do you pay per month for the stall/lockup? | | |
| B10 | What do you sell in this lockup/stall | 1 = Agricultural produce 2 = Grocery 3 = Fish 4 = Meat 5 = Clothing and Foot apparels 6 = General merchandise | 7 = Charcoal/firewood 8 = Others specify 9 = Building materials 10 = Alcohol 11 = Financial services 12 = Others Specify |
| B11 | Housing material for stall/lockup | | |
| | Roofing material | 1= Corrugated iron sheets 2= Grass thatched | 88= Others (specify) |
| | Floor material | 1= Cemented 2= Mud floor 3=Concrete | 88= Other (specify) |
| | Wall material | 1= Brick and cement mortar 2= Poles and mud 3= Compacted soil 4 = Wood/poles | |
| B12 | In case of any grievances, especially the ones regarding property in the market / | 1 = Vendors association 2 = Local Council Committees | 5 = Town Council land Board 6 = District land Board |

| | | | |
|-----|--|---|---|
| | land, where do vendors/community members usually seek redress from? | 3 = Community Elders/Members 4 = Parish land Board | 7 = Police 9 = Courts of law Others (Specify) |
| B13 | Between men and women who the major players in this market | 1 = Men | 2 = Women |
| B14 | Other than Ugandans what other nationalities of people come to this market? | 1 = Congolese 2 = Rwandese 3 = Burundian 4 = Others (Specify)..... | |
| B15 | What challenges have you experienced as a vendor/landlord in this market? (Multiple Response) | | |
| B16 | What challenges do you expect from the proposed market redevelopment? | | |
| B17 | What benefits do you expect from the proposed market redevelopment? | | |

| C: LIVELIHOODS STATUS & WELLBEING | | | |
|--|---|--|--|
| No | Question | Codes | |
| | Economic Activity | | |
| B1 | What is the primary economic activity of the Household Head? | 1= Crop Farmer 2= Fisherman/monger 3= Carpenter 4= Livestock Farming/butcher 5= Retailer 6= Casual Labourer | 7= Formal employment 8 =Brewing/alcohol selling 9 = Market Vending 10 = Rentals/Property 11= Other (specify) _____ |
| B2 | What is the secondary economic activity of household head? | 1= Crop Farmer 2= Fisherman/monger 3= Carpenter 4= Livestock Farming/butcher 5= Retailer 6= Casual Labourer | 7= Formal employment 8 = Brewing/alcohol selling 9 = Market Vending 10 = Rentals/Property 11 = Other (specify) _____ |
| B3 | How many other family members are involved in other economic activities? | 1. Male = | 2. Female = |
| B4 | From your economic activities how much is your income as specified below? (Probe for each item and make averages) | | |
| | 1= Crop farming (per season) | UGX _____ | |
| | 2= Fisherman/monger (per month) | UGX _____ | |
| | 3= Carpentry (per month) | UGX _____ | |
| | 4= Livestock farming/butcher (per month) | UGX _____ | |
| | 5 = Retailing (per month) | UGX _____ | |
| | 6= Providing labour (per day) | UGX _____ | |
| | 7= Salary/wages (per month) | UGX _____ | |
| | 8= Brewing/alcohol selling (per week) | UGX _____ | |
| | 9= Market Vending (per day) | UGX _____ | |
| | 10= Rentals/Properties (per month) | UGX _____ | |
| | 11 = Others (specify)..... | UGX _____ | |
| | Total Income | UGX _____ | |
| Note : All income should be converted to monthly(To probe) | | | |
| B5 | How much did you spend on the following food and non-food items? (Food items probe for the past 7 days) Multiply by 4 | | |
| | Food Items | | |
| | a) Meat | UGX _____ | |
| | b) Vegetables (tomatoes, onions etc.) | UGX _____ | |
| | c) Sugar and salt | UGX _____ | |
| | d) Other food items (cooking oil, milk, eggs, etc.) | UGX _____ | |
| | Total Expenditure | UGX _____ | |
| | Non – Food Items | | |
| | a) Rent (per month) | UGX _____ | |
| | b) fuel, water, charcoal etc. (per 7 days) Multiply by 4 | UGX _____ | |
| | c) Barber/saloon (per month) | UGX _____ | |
| | d) Airtime | UGX _____ | |
| | Total Expenditure | UGX _____ | |
| Note : All income should be converted to monthly (To probe) | | | |
| B6 | How much did you spend on the following semi durable items? | | |
| | a) Telephone | UGX _____ | |
| | b) Radio | UGX _____ | |
| | c) Bicycle | UGX _____ | |
| | d) Television | UGX _____ | |

| | | | |
|--|--|--|---|
| | e) Solar | UGX _____ | |
| | f) Motor cycle | UGX _____ | |
| | g) Car | UGX _____ | |
| | g) Household maintenance | UGX _____ | |
| | Total Expenditure | UGX _____ | |
| B7 | Education and Medical | | |
| | a) Medical expenses (per month) | UGX _____ | |
| | b) School fees (per term). | UGX _____ | |
| Agriculture Production, Marketing & Food Security | | | |
| B8 | What is the main economic activity for the household? | 1. Agriculture 2. Trade 3. Manufacturing 4. Services 5. Others | |
| B9 | For those mentioning agriculture; What is the main agricultural activity for the household? | 1. Subsistence crop farming 2. Commercial crop farming 3. Subsistence livestock keeping 4. Commercial livestock keeping 5. Poultry keeping | 6. Fish farming 7. Bee keeping 8. Tree Planting 9. Others |
| B10 | What are the main crops grown by your household for consumption? | 1. Beans 2. Pigeon Peas 3. Cassava 4. Sweet Potatoes 5. Banana 6. Maize 7. Millet 8. Sorghum | 9. Rice 10. Sesame 11. Sunflower 12. Ground nuts 13. Cow Peas 14. Soya beans 15. Other |
| B11 | What are the main cash crops grown by your household? | 1. Beans 2. Pigeon Peas 3. Cassava 4. Sweet Potatoes 5. Banana 6. Maize 7. Millet 8. Sorghum 9. Rice 10. Sesame | 11. Sunflower 12. Ground nuts 13. Cow Peas 14. Soya beans 15. Coffee 16. Cotton 17. Forest plantations 18. Sugarcane 19. Others |
| B12 | What are the main types of livestock owned by your household? | 1. Cattle 2. Goats 3. Pigs 4. Chicken 5. Others | |
| B13 | Were you able to sell your produce last season? | 1. Yes 2. No 3. Don't know | |
| B14 | If yes, how much did you receive from the sales in the last month? | _____ | |
| B15 | How much did you save from previous season's sales? | _____ | |
| | Where did you sell your agricultural produce | | |
| B16 | What is the average distance (in kilometers) to the nearest market where you sell your produce? | 1. Less than 1 kilometres 2. 1-3 kilometres 3. 4-5 kilometres | |

| | | | | |
|--------------------------------------|--|--|--------|------------------------|
| | | 4. 6-10 kilometres 5. More than 10 kilometres 88. Do not know | | |
| B17 | To whom do you sell your produce? | 1. Wholesalers 2. Middle men 3. Retailers 4. Institutions (e.g. Schools) 5. Processors 6. Organizations 7. Consumer | | |
| B18 | How many meals does your household have per day? | 1. One meal 2. Two Meals 3. Three meals 4. Meals 5. Others | | |
| B19 | Do you have enough food supply for the household throughout the year? | 1. Yes 2. No | | If yes, skip to Q. B21 |
| B20 | If no, for how many months is there usually a shortage of food supply? | 1. One months 2. 1 – 3 months 3. 3 – 5 months 4. 5 and above months | | |
| B21 | How do you sustain food supply to your household during periods of scarcity mentioned above? | 1. Buy food 2. Borrow food 3. Gather from forests 4. Sell assets against food 5. Hunt or fish 6. Others (specify) | | |
| Transport & Communication | | | | |
| B22 | Which of the following communication assets does your household own? | 1. Telephone 2. Radio 3. Television 4. None | | |
| B23 | Which of the following transport assets does your household own? | 1. Bicycle 2. Motorcycle 3. Vehicle 4. None 5. Others _____ | | |
| B24 | On average, how much does your household spend on transport per month? | UGX _____ | | |
| B25 | How do you rate the quality of feeder roads in the community? | 1. Very good 2. Good 3. Fair 4. Poor 5. Very poor | | |
| Education | | | | |
| B26 | How many children are attending school from this household? | (a) Primary | Male = | Female = |
| | | (b) Secondary | Male = | Female = |
| | | (c) Tertiary education | Male = | Female = |
| | | (d) University education | Male = | Female = |
| B27 | On average, how much does the household spend on schools fees per term? | UGX _____ | | |
| B28 | What is the distance from your household to the nearest school in kilometres? | 1. Primary _____ | | |
| | | 2. Secondary _____ | | |

| | | |
|-----|--|--|
| | | 3. Tertiary Institution _____ 4. University _____ |
| | Health Conditions | |
| | Which health centre do you go to? Specify whether private or government owned. | |
| B29 | What's the distance from your household to the nearest health facility? | 1. Less than 1 kilometres 2. 1-3 kilometres 3. 4-5 kilometres 4. 6-10 kilometres 5. More than 10 kilometres 6. Do not know |
| B30 | On average, how much does the household spend on medical care per month? | UGX _____ |
| B31 | How many persons in your household have suffered from Malaria in the last 30 days? | 1. 0 – 4 years _____ 2. 5 years and above _____ |
| B32 | How many persons in your household have suffered from diarrhoea in the last 30 days? | 1. 0 – 4 years _____ 2. 5 years and above _____ |
| B33 | What is the immunisation status of all children under five in your households? | 1. Fully completed 2. Partially completed 3. Not completed 4. Not done 5. Don't know 6. Not Applicable |
| B34 | What's the status of parent's survival of the children in this household? | 1. Both alive 2. Only father alive 3. Only mother alive 4. Both dead 5. Don't know for both |
| B35 | Has this household lost any member to HIV/AIDS in the last 12 months? | 1. Yes 2. No |
| | If yes, what was your relationship with the deceased? | |
| | When was the last time you tested for HIV | |
| | Water and Sanitation | |
| B36 | What is the main source of drinking water for the household? | 1. Piped water 2. Protected Well /spring 3. Borehole installed with a pump 4. Unprotected well/ spring 5. River/Lake 6. Pump 7. Rain water tank 8. Water vendor 9. Others (specify)..... |
| B37 | What is the main source of domestic water in your household during the rainy season? | 1. Piped water 2. Protected Well/spring 3. Borehole installed with a pump 4. Unprotected well/ spring 5. River/Lake 6. Pump 7. Rain water tank 8. Water vendor 9. Others (specify)..... |
| B38 | What is the main source of domestic water in your household during the dry season? | 1. Piped water 2. Protected Well/spring 3. Borehole installed with a pump 6. Pump 7. Rain water tank 8. Water vendor 9. Others (specify)..... |

| | | | |
|-----|---|--|--|
| | | 4. Unprotected well/ spring 5. River/Lake | |
| B39 | Who owns the water source? | 1. Public/Community water source 2. Private water source 3. Others (specify)..... | |
| B40 | Does your main water source last throughout the year? | 1. Yes 2. No | |
| B41 | If you buy water from a water vendor, how much do you spend on water per day? | -----UGX | |
| B42 | What's the distance from your household to the main source of water for domestic use during the rainy season? | 1. 0.0 – 0.25 km 2. 0.251 – 0.5 km 3. 0.51 – 1 km 4. 1.01 – 1.5 km 5. 1.51 – 3.0 km 6. Above 3 km | |
| B43 | What's the distance from your household to the main source of water for domestic use during the dry season? | 1. 0.0 – 0.25 km 2. 0.251 – 0.5 km 3. 0.51 – 1 km 4. 1.01 – 1.5 km 5. 1.51 – 3.0 km 6. Above 3 km | |
| B44 | What is the queuing time at the water points? | 1. 0 – 5 min 2. 5 – 10 min 3. 10 – 15 min 4. 15 – 20 min 5. 20 – 25 min 6. 25 – 30 min 7. Above 30 min | |
| B45 | What is the maximum time spent collecting water during the dry season? | 1. 0 – 5 min 2. 5 – 10 min 3. 10 – 15 min 4. 15 – 20 min 5. 20 – 25 min 6. 25 – 30 min 7. Above 30 min | |
| | What is the maximum time spent collecting water during the wet season? | 1. 0 – 5 min 2. 5 – 10 min 3. 10 – 15 min 4. 15 – 20 min 5. 20 – 25 min 6. 25 – 30 min 7. Above 30 min | |
| B46 | On average, how much time do you spend (each trip) fetching water? | 1. 15 minutes or less 2. 15 – 30 minutes 3. 30 – 60 minutes 4. 1 hour 88. Don't know | |
| B46 | How do you normally transport water for domestic use to your house? | 1. Carried by person 2. Bicycle 3. Motorcycle 4. Wheelbarrow 5. Motor vehicle 6. Others (specify) | |
| B47 | On average, how many 20 litre jerry cans of water (or equivalent) does your household | | |

| | | |
|--|--|--|
| | collect each day? | _____ |
| B48 | Does your household have a latrine or toilet facility? | 1. Yes 2. No |
| B49 | Which toilet/latrine facility does your household use? | 1. Private pit latrine 2. Public pit latrine 3. Private toilet 4. Public toilet 5. No toilet/latrine 6. Others (specify)..... |
| B50 | How would you describe the quality of this facility in terms of privacy and cleanness in this community? | 1. Poor 2. Fair 3. Good 4. Not applicable |
| B51 | Does your toilet have hand washing facilities like water and soap? | 1. Yes, with water and soap 2. Yes, with water only 3. No |
| B52 | What is the distance from the dwelling unit to the latrine facility? | 1. 10 – 20 meters 2. 21 – 30 meters 3. 31 – 40 meters 4. 41 – 50 meters 5. 51 – 60 meters 6. 60 and above meters |
| B53 | Has anyone in your household ever had any of the following diseases in the last 12 months? (A) Diarrhoea (B) Typhoid (C) Tuberculosis (D) Cholera (E) Ebola | (1) Yes (2) No How many times? (1) Yes (2) No How many times? (1) Yes (2) No How many times? (1) Yes (2) No How many times? (1) Yes (2) No How many times? |
| B54 | Have you lost any member of your household as a result of the above diseases? | 1. Yes: Name of Disease..... 2. No. |
| B55 | How do you dispose solid waste? | 1. Waste rubbish pit 2. Collect and burnt 3. Bury 4. Throw it away 5. Others specify |
| Sources of Energy & Energy Security | | |
| B56 | What is the main source of energy for cooking in your household? | 1. Firewood 2. Charcoal 3. Paraffin 4. Electricity 5. Gas 6. Solar 7. Biogas 8. Others |
| B57 | What is the main source of energy for lighting in your household? | 1. Electricity 2. Paraffin 3. Tadooba 4. Firewood 5. Solar 6. Biogas 7. Dry cells/Bulb 8. Others (specify) |
| Housing Conditions | | |
| Housing material for the main house: | | |
| B58 | Roofing material | 1= Corrugated iron sheets 2= Grass thatched 3= Tiles 88= Others (specify) |

Appendix 7 : survey plan for the temporary site

LAYOUT SHOWING PLOT BOUNDARIES AND EXISTING BUILDINGS AT THE RE-LOCATION SITE OF MLTC-VENDORS.



Appendix 8: Draft Tenancy Agreement for Mpondwe BEZ Temporary Site

This Agreement (“Rent Agreement”) is executed this _____ day of _____, 20..., by and between: with the place of at at, (“herein in referred to as the Landlord, the first party”); and

Mpondwe Town Council having its Head Office at (“Herein referred to the Tenant, the second party”).

WHEREAS Landlord has entered into an Agreement to rent the land located at..... to the Tenant whereby the Landlord grants Tenant the right to use the land as a temporary market place for the period of two years and

WHEREAS the Landlord has a customary ownership as verified by the Tenant with the particulars of the land

Landlord and Tenant hereby agree as follows:

1. Landlord hereby agrees to rent the Land to the Tenant for a period of two years and the land handed over back to the Landlord whichever is earlier.
2. The Landlord permits the Tenant to use the land as a Temporary Market place and not for any other purpose.
3. This Agreement shall be for the period of two years from this.....day of20.....today of20..... and any extension shall be agreed between the parties.
4. The Tenant agrees to pay the Landlord UGX 250,000 per month, at the Landlord’s address set out above or at such other place as Landlord may designate in writing.
5. The Landlord shall deliver exclusive and lawful possession of the entire land to the Tenant a week after the date of signature of this agreement.
- 6 Before delivery of the land, the Landlord shall confirm in writing to the Tenant that the Land has been cleared of any occupants.
7. Landlord undertakes that ;
 - (i) The tenant shall lawfully, peacefully and freely hold, occupy, use, operate, and enjoy the land in order to fulfill the tenants obligations and exercise the

rights without disturbance, nuisance, or interference by Landlord, successors, assigns, agents, or creditors.

- (ii) No third party shall have a right or claim to the Land during the term of this agreement
- (iii) He/she is the lawful and sole owner of the land and that there are no encumbrances, mortgages, liens or security interests on the Land other than those created pursuant to this Agreement.
- (iv) The land will be free from any occupants as at the Delivery Date.
- (v) The land is free from pollution, unexploded ordinances and environmental damage.
- (vi) The Tenant is hereby authorized to carry out all works to prepare the land for the Temporary Market and to relocate vendors from the Lhubiruha Market to the Land
- (vii) The Tenant may renovate or demolish any existing structure, remove plants or any other items on the land in order to carry out its obligations and exercise its rights under this Agreement.
- (viii) He or she shall be responsible for payment of any and all taxes or fees levied by applicable laws, or any organ or agency of the [government], arising from this Agreement.
- (ix) Where the Landlord fails to pay tax referred in subsection (viii) and the Government holds the Tenant responsible for paying such tax, the Tenant shall deduct the amount of the tax from the next payment due of rent under this agreement provided that the Tenant provides a written notice to the Landlord prior to making such deduction.
- (x) The agents and employees of the landlord shall have no right of entry on to the land, except as provided by the national laws or pursuant to the

provisions of this agreement, during the Term of this Agreement without prior written consent of Tenant.

8. Tenant undertakes that:

- (i) To comply with the laws and regulations on environmental protection of the land
- (ii) To maintain the Land in good condition at the Tenant's own risks and expense and to keep all Tenant's belongings inside the Land at all time during the contractual period under this agreement.
- (iii) The rights under this Agreement shall not be transferred to any third party by any means without written approval of the Landlord except as permitted under the law.
- (iv) To return the Land to the Landlord upon termination of this Agreement in a good condition.
- (v) In the event of termination of this Agreement under section 12 hereof, the Tenant shall within thirty (30) calendar days following the termination date remove all property and fixtures belonging to Tenant from the Land.
- (vi) To pay any and all taxes arising from Tenant's operations on the land during the period of execution of this agreement.
- (vii) The erected buildings and all works and developments carried out by Tenant or its legal successors will remain the property of Tenant to the extent permitted by law, during the Term of this Agreement and during any extensions.

9. The Tenant shall have the right to conditionally assign or transfer the Land in whole or in part in accordance with this Agreement without Landlord's consent.

10. The Landlord may assign or conditionally assign its interest in this Agreement provided that the assignee assumes in writing all of Landlord's obligations and liabilities under this Lease Agreement.

11. The Tenant may inform the Landlord of any assignment or transfer of the Land it enters into and may request from the Landlord an acknowledgement of such assignment or transfer.

12. This agreement shall terminate under the following circumstances

- (i) Where the Tenant gives a written notice to the Landlord for any breach of any of his or her material obligations under this Agreement unless the Landlord takes appropriate measures to rectify the breach within 60 days after the receiving the written notice.
- (ii) Where the Landlord gives a written notice to the Tenant for any breach of his or her material obligations, under this Agreement unless the Tenant unless takes appropriate measures to rectify the breach within 60 days after receiving the written notice.
- (iii) Failure of the Tenant to take possession of the Land for 90 continuous days.

13. The Landlord shall return to the Tenant any rent for the months prepaid ahead of the termination date of this agreement.

14. Either party shall not be liable for any failure to comply with the obligations under this agreement if the failure is a result of an event of Force Majeure, provided that the obligation is met within reasonable time after the event of Force Majeure.

15. Invalidity of any term of this Agreement shall not invalidate the remainder of the provisions of this agreement

16. This Agreement shall be interpreted and governed by the laws of Uganda

17. This Agreement contains all previous communications, representations and agreements that have been signed by the parties with respect to the Land.

18. This Agreement may not be modified except in writing signed and acknowledged by both parties.

19. This Agreement shall be binding on the heirs, assignees and the successors in interest of the Landlord and Tenant.

20. This Agreement and any amendments to it shall be executed in 4 originals, in the English language. All notices required herein shall be written in the English language.

Any dispute arising out of or in connection with this Agreement shall be resolved amicably and where there is no amicable solution, any aggrieved party shall be free to go to court.

IN WITNESS WHEREOF, the Landlord and the Tenant hereby execute and agree to the terms and conditions of this Agreement on the date first set out above.

Representative of the Landlord

Name:

Signature:

Representative of the Landlord

Name:

Signature.....

Town Clerk
Mpondwe Town Council

In Witness of

Name

Signature:

[Title]
Ministry of Trade Industry and Cooperatives

Appendix 9: Report of the Due Diligence Mission by the World Bank Ministry at Mpondwe Border Export Zone

Date: 10th MARCH 2020

Attendance list attached

1.0 Introduction

The World Bank represented by Ms. Maliam Aciro and the Ministry represented by Mr. Kasirye Julius and Ms. Rosemary Mbabazi conducted a due diligence visit to Mpondwe border export zone on the 10th March 2020. During the Mission the team met with the following categories of stakeholders;

- a. Mpondwe town council technical officers
- b. The local leaders of Mpondwe town council
- c. Traders/vendors in the market
- d. Temporary site landlords

2.0 Meeting with Mpondwe Town Council Officials

The Mission team held a meeting with the Town Clerk, the Mayor and their technical officers. The team informed the Town Council Officials that the purpose of the Mission was to establish;

1. Appreciation of the project by the stakeholders
2. Readiness for the Government to relocate traders
3. Awareness of the mechanism established for addressing conflicts during construction
4. Payments of the landlords

In response, the Town Council informed the meeting as follows;

1. The population is eagerly waiting for the market and is anxious to see it materialize.

2. The Town Council has already secured land to be used as the temporary site and has finalized consent agreements with the landlords. Market vendors have been registered and sensitized on the pending relocation to the new site.
3. The selected temporary site has ever been used for the same purpose during the previous upgrade of the market.
4. The Town Council is part of the grievances redress committees as established under the project
5. The revenue generated locally will be used to pay the landlords rent fees as per the Memoranda of understanding with the landlords.
6. The Project has from time to time trained the vendors, communities, local leaders and council officials on the safeguard policies, responsibilities and obligations.
7. The district is ready to provide all the necessary security during construction.

3.0 Meeting with the local leaders

The Mission team held a meeting with the local leaders the LC3, LC1 and leaders of associations and section in the market. The team informed the local leaders that the purpose of the Mission was to establish whether they have been consulted on the pending construction, made aware of their rights and obligations and their entitlements during the relocations.

1. The local leaders noted that they are eagerly waiting for the market and especially the commencement of construction works
2. They noted that they have attended a number of meetings organized by the Ministry such as the Project launch, registration of traders, sensitizations, trainings, capacity building etc. and therefore they are very much aware of the project and activities to be performed
3. They requested that locals should also be employed during construction
4. They indicated that the local leaders are involved in all the meetings and the proposed committees for the grievance redress mechanism. They requested that this arrangement be maintained to ensure effective participation and smooth implementation.

4.0 Meeting with traders/vendors at the proposed Mpondwe Border export zone

The Mission team held a meeting with representatives of the traders and vendors in the market. The team informed the vendors and traders that the purpose of the Mission was to establish whether they have been consulted on the pending construction, made aware of their rights and obligations and their entitlements during the relocations.

In response, the Traders informed the meeting that they;

1. Were registered and they are ready to leave for construction to commence
2. Have been sensitized severally about the project, their rights and obligations
3. Added that they were registered, filled forms, validated and they are comfortable that they will regain their land
4. Are happy that the project will address the mud in the market and that they look forward for improvements not only to the stalls and shops but also floor of the market.
5. Were informed of the relocations, their rights, responsibilities and entitlements that they would move to the temporary site two months before the start of construction and for up two years.
6. Indicated readiness to shift their merchandise although Government committed to provide transport to shift the kiosks
7. Asked for fencing and a security guard to the temporary site with two doors.
8. Requested the Project to continue sensitizing the other people who may not be aware of the developments about the market construction
9. Will move their kiosks since they were informed by the town council that they are temporary structures on Government land

5.0 Meeting with temporary site landlords

The Mission held a meeting with the landlords of the temporary site at the Town Council meeting hall and later at the proposed site. The Mission sought to establish;

1. The location of the proposed temporary site
2. The landlords of the site
3. The arrangement between Government and the Landlords, whether it is free of coercion and how the price was determined.
4. The current activities performed at the site
5. What has to be done for the land to be useable

In response, the landlords informed the meeting that;

1. The temporary site is just in the sideways of the current market. They reconfirmed that the land has ever been used as a temporary site during the improvement of the same market under DANIDA
2. They held a number of meetings with the Town council during which they negotiated, surveyed the land and sensitization about the rights and obligations. They noted that own the land through customary inheritance.
3. The rental fees were arrived at through an offer and negotiation process between the parties.
4. Following the meetings they agreed to sign consent agreements which indicate the rental fees, the time for the land to be used although renewable (1year) and offering the land for rent without charging compensation for items on the land.
5. They were very comfortable with the terms and conditions and anxiously waiting for the commencement since they had been told January 2020 and it is not happening
6. Landlords who had been using the land for some agriculture like matooke have since identified other places to do agriculture since that's now town council central business area. They indicated that monthly rent to be paid by the Town Council is more than what they get from their gardens.