

# Due Diligence Report (Social): Kupang Peaker 2 Core Subproject

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## INO: Sustainable Energy Access in Eastern Indonesia—Power Generation Sector Project Kupang Peaker 2 Core Subproject

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## ABBREVIATIONS

ADB	–	Asian Development Bank
AH/AP	–	Affected household/Affected person
AMAN	–	<i>Aliansi Masyarakat Adat Nusantara</i> (Indigenous People Alliance of Archipelago)
BPN	–	<i>Badan Pertanahan Nasional</i> (National Land Agency)
CSR	–	Corporate Social Relations
DDR	–	Due diligence report
EA	–	Executing agency
GRM	–	Grievance redress mechanism
HSD	–	High speed diesel
MW	–	Mega Watt
NJOP	–	<i>Nilai Jual Object Pajak</i> (Tax object selling price)
PIB	–	Project information booklet
PLN	–	<i>Perusahaan Listrik Negara</i> (State Electricity Company)
PLTGU	–	Combined Cycle PP Tanjung Batu Facility
PPTA	–	Project Preparatory Technical Assistance
RCCDF	–	Resettlement and Customary Communities Development Framework
RT	–	Rukun Tetangga (neighborhood groups)
SPS	–	Safeguard Policy Statement
UIP	–	<i>Unit Induk Pembangunan</i> (Project Construction Unit)

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## EXECUTIVE SUMMARY

1. **Project Background and Location.** The Eastern Indonesia Sustainable Energy Access Sector Project (EISEASP) is being prepared as a result of an agreement between the Government of Indonesia and the Asian Development Bank (ADB). The State Electricity Company (PT Perusahaan Listrik Negara or PLN) will be the Executing Agency (EA). It is envisaged that the project will provide expanded access to modern and cleaner energy services in Eastern Indonesia.
2. A core subproject is the Kupang 2 Peaker of Nusa Tenggara Barat which will be a gas engine facility capable of running on LNG (primary fuel) or HSD (secondary/backup fuel) with a power output capacity of 50 MW and shall serve peak load demands (peaking). The project site is located southwest of the hamlet Panaf (Dusun Panaf), which is part of the village Lifuleo (Desa Lifuleo), West Kupang Subdistrict, Kupang District, East Nusa Tenggara Province, at the most western tip of Timor island.
3. PLN will require 50 hectares of land for the power plant complex communally owned (tanah Ulayat) by the Minfini customary community specifically affecting a total of 23 Minfini sharecroppers' households for croplands and livestock grazing. Kupang Peaker 2 will be built within the complex after the other 2 facilities are constructed. Of the 50 ha, the ADB-funded Kupang Peaker 2 will require at least 4 ha. For the Kupang Peaker 2, the following project-related infrastructure is required: (i) Access road, (ii) Jetty (LNG supply), (iii) LNG re-gasification and storage, and (iv) Power evacuation line (interconnection to the Timor transmission system). These project-related infrastructures will already exist by the time construction works commence for the Kupang Peaker 2 therefore, in the context of the SPS, these are not considered as associated facilities of the project Kupang Peaker 2.
4. The project site is home to the migrant Minfini ethnic group consisting of three clans or margas, namely Minfini, Saketu, and Tosi, with approximately 120 households living in Lifuleo and Nitneo villages.
5. **Rationale for Due Diligence.** A Draft Resettlement and Customary Communities Development Framework (RCCDF) was prepared for the overall project on March, 2017 and specific to Kupang Peaker 2, a Draft Resettlement and Customary Communities Development Plan (RCCDP) was prepared. However, during the finalization stages of the RCCDF and the RCCDP, the Land Acquisition Implementation Team led by Kupang District Land Office already completed land acquisition and resettlement activities by June 2017 that included: (i) detailed measurement of affected assets, (ii) appointment of Appraisal Team for valuation of entitlements, (iii) negotiation of type and amount of compensation, (iv) compensation payment and land title release, potential relocation, (v) handling complaint related with IOL and compensation together with PLN UIP East Nusa Tenggara, and (vi) submission of acquired land documents to PLN UIP East Nusa Tenggara. Due diligence is necessary to ensure that the conduct of land acquisition is compliant to the project RCCDF and the RCCDP.
6. **Approach and Methods.** The approach for this due diligence is anchored on consultation and participation of affected persons (AP) - the Minfini customary community, PLN as both Executing Agency (EA) and Implementing Agency (EA), and other entities mandated to oversee facets of involuntary resettlement and indigenous peoples. A series of cross checking/triangulation of information was done in the conduct of this DDR and as such, the following methodologies were employed through (i) a site visit, (ii) consultations and key interviews, and (iii) documents review pertinent to the land acquisition process from PLN and BPN.
7. **The Land Acquisition Process.** The sequence of land acquisition activities as prescribed by GOI laws are as follows: (i) planning stage, (ii) preparatory stage, and (iii) implementation stage. Note that consultation and disclosure weave across all stages.
8. Planning Stage. Planning activities began as early as 17 October 2013 with official request for permits towards location determination. Technical studies ensued. Parallel to planning and

preparation stages on to implementation, PLN commenced with the planning for appropriate CSR activities in Kupang that would take effect in a timely manner. In order to plan for CSR, consultations and social assessment of the area took place from 2014 to 2016.

9. Preparation Stage. The Land Acquisition Implementation for PLTMU Timor and PLTMG Kupang to Kupang District was created on 10 June 2016 as headed by the Head of BPN Kupang District office. Results of feasibility studies conducted by PLN were disclosed to the Minfini customary communities who after a series of consultations as initiated through customary leaders, agreed to host the project on their lands. The Minfini had to be assured that the project will avoid their ancestral cemetery and church. The Minfini supported the project plan to acquire their land for the project.

10. Implementation Stage. Socialization for the Minfini commenced last 18 April 2017 and followed by the detailed measurement survey (DMS) by the LAIT- Satgas A of Kupang District. Cut-off date was set on 03 May 2017. DMS results were disclosed to the Minfini via consultation and postings at the church in Panaf Sub village and the Village Office, as well as advertised in the local Newspaper. Consultation, disclosure, and negotiations for unit rate of assets were observed as prepared by the independent appraiser. Soon after, validation on the compensation in the form of cash was made on 20 June 2017 by 21 June 2017, compensation was paid to the Minfini and the receipt was issued and signed by the customary leader, Yonas Minfini. The formal hand over of ownership from the Minfini as represented by their four customary leaders to LAIT is dated 21 June 2017. The acquired land is currently being processed for official certification by mid-2018.

11. **Results.** With respect to the scope of impacts, it was confirmed by AHs and the Minfini leader that the land and timber trees within the PLN Complex (includes Kupang Peaker 1) amounting to about 50 has is communally owned by the Minfini ethnic group. The required land for Kupang Peaker 2 is about 4 has or 43,100 m<sup>2</sup> being cultivated by 9 Minfini households.

12. There are 2 significant differences in the scope of impacts: crops and vulnerability. During the land acquisition implementation, there were no identified crops since at the time the DMS was carried out from April-May 2017, AHs had already harvested their crops. No crops were counted by LAIT. With respect to vulnerability, all of the Minfini were deemed vulnerable thus could access assistance and livelihood restoration.

13. Consultation and Disclosure. Consistent information was generated for this DDR that in the land acquisition implementation, PLN had observed meaningful consultation with the Minfini across stages – planning, preparation and implementation. All consultations were arranged and facilitated through the customary leaders, open to all members, regardless of gender. Disclosure mechanisms were through consultations/meetings, newspaper, announcements posted at the church and Village Office –in the local language and bahasa as well.

14. Observance of Social Safeguards Policy Policies for the Project. Land acquisition was found to be compliant to the RCCDP safeguards policies.

15. Valuation and Compensation. The services of an Independent Appraiser was employed to determine unit rates of impacted assets. Unit rate for land was determined by appraisal and not through negotiation. Per records with BPN and PLN, the appraiser considered emotional loss (solatium), tax, market rate and administration cost.

16. Compensation payment for lost communal land, lost trees/crops planted by the sharecroppers, and secondary structures has been paid to the Minfini ethnic group. None of the main structures (houses) was affected and nor physically relocation of Minfini ethnic is required. Compensation for land amounting to IDR 34,445,000,000 was provided in June 2017 to the customary leader on behalf of the Minfini group. The customary leader then distributed the compensation money to the ethnic group members and donated some money to the church.

17. Livelihood Restoration. PLN is aware and agrees that the vulnerable and severely AHs need livelihood/income restoration. PLN began with infrastructural needs, like electricity, water supply, and

access road. The next cycles for CSR shall consider more training/community empowerment assistance that focuses on the development of agriculture and livestock. PLN is also requested to construct alternative sources of irrigation for agricultural production, such as drilled well, so they can plant during dry season. Income from other sources to fulfill basic needs are also being considered as alternative skills, such as training on welding and simple workshop. Possessing such skills will enable absorption to the PLN workforce.

18. Minfini Satisfaction with Land Acquisition Compensation and Assistance. The Minfini is very much satisfied with the compensation rates and the assistance provided them by PLN in both infrastructural needs and capacities for alternative livelihood that would ensure PLN hiring. Some have even stopped farming to work full time as security guard for PLN, undergone training on welding, and others are simply busy reconstructing their homes and putting up kiosks for later business prospects as well as a guest house to be rented out to PLN visitors and temporary workers.

19. **Way Forward.** This due diligence confirms that PLN had been compliant with existing policies and principles related to involuntary resettlement and indigenous peoples at the time land acquisition for the whole Kupang complex was implemented. What remains are implementation of other facets of the RCCDP like monitoring and upholding of meaningful consultations, disclosure, and observance of grievance redress particularly customary modalities. A schedule of key activities is presented:

Activities	Schedule
Incorporate agri-based livelihood restoration for budget allocation through PLN-CSR	31 January 2018
Set up social safeguard monitoring and disclosure mechanisms and instruments with reference to the RCCDP; to include for monitoring of grievances	1 <sup>st</sup> quarter 2018
Disclosure of RCCDP and DDR – to be disclosed to AHs and posted in both the ADB and PLN project websites as prescribed in the RCCDF with PPT Division as responsible entity	28 February 2018

20. For these, PLN shall refer to the pertinent sections of the RCCDP.

## I. INTRODUCTION

### A. Project Background and Location

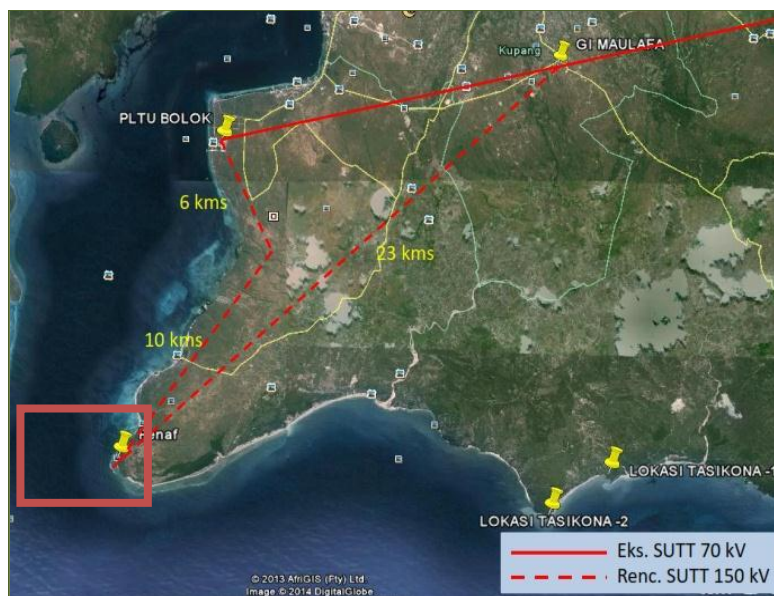
21. The Eastern Indonesia Sustainable Energy Access Sector Project (EISEASP) is currently being subject to preparatory activities by Fichtner Consultants as a result of an agreement between the Government of Indonesia and the Asian Development Bank (ADB). The State Electricity Company (PT Perusahaan Listrik Negara or PLN) will be the Executing Agency (EA). It is envisaged that the project will provide expanded access to modern and cleaner energy services in Eastern Indonesia. Specifically, the Project covers:

- (i) The installation of gas-fired generation capacity in Eastern Indonesia;
- (ii) The installation of pilot-scale gas and solar hybrid units with energy management systems; and
- (iii) Enhancement of know-how and project implementation capacity within PLN for providing policy feedback to the government for expansion of gas use in Eastern Indonesia, sourcing liquefied natural gas (LNG) and utilizing gas for small- to mid-scale power generation, and operating gas-solar hybrid units.

22. The EISEASP covers the 5 regions of Eastern Indonesia: Nusa Tenggara, Kalimantan, Sulawesi, Maluku, and Papua. The first two core subprojects will be a 100 MW plant in Kalimantan Timur and this 50 MW plant in Kupang.

23. For Nusa Tenggara, the core subproject is the Kupang 2 Peaker, which will be a gas engine facility capable of running on LNG (primary fuel) or HSD (secondary/backup fuel) with a power output capacity of 50 MW and shall serve peak load demands (peaking). Project Location and Existing Facilities

24. **Location.** The project site for the planned Kupang Peaker 2 will be located southwest of the hamlet Panaf (Dusun Panaf), which is part of the village Lifuleo (Desa Lifuleo), West Kupang Subdistrict, Kupang District, Nusa Tenggara Timur Province, at the most western tip of Timor island (Figure 1).



*Figure 1. General Location of the Core Subproject*

## B. Subproject Description

25. PLN will require 50 hectares of land for the power plant complex affecting a total of 120 AHs of the Minfini, of which 23 households cultivate on the communal land. Kupang Peaker 2 will be built within the complex after the other 2 facilities are constructed. Of the 50 ha, the ADB-funded Kupang Peaker 2 will require at least 4 ha.

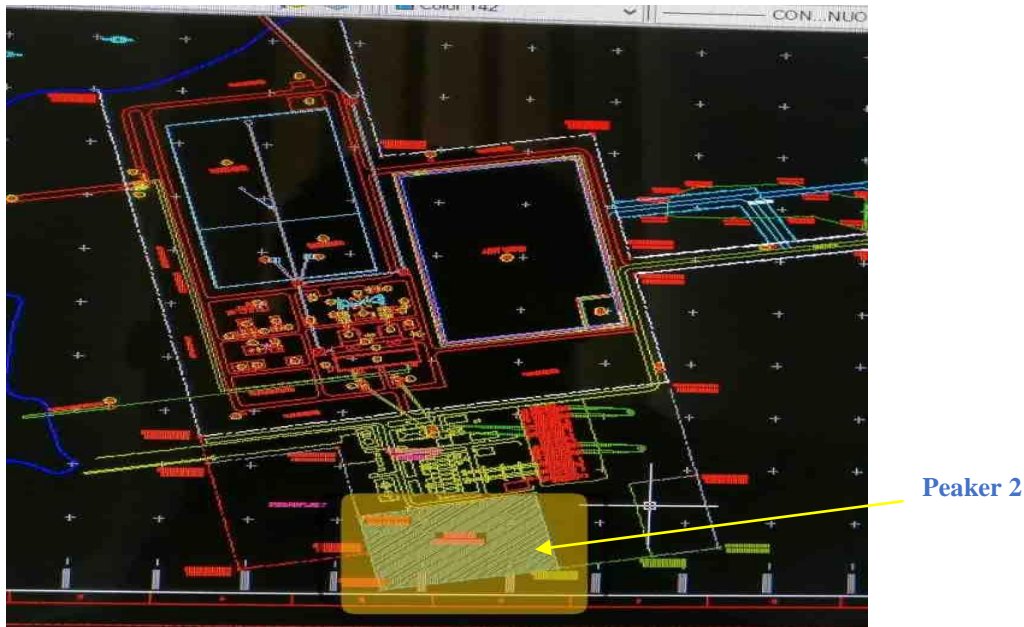
26. For the Kupang Peaker 2, the following project-related infrastructure is required:

- (i) Access road
- (ii) Jetty (LNG supply)
- (iii) LNG re-gasification and storage
- (iv) Power evacuation line (interconnection to the Timor transmission system)

27. These project-related infrastructures will already exist by the time construction works commence for the Kupang Peaker 2. The planning of Kupang Peaker 1 is well ahead of Kupang Peaker 2 and would be constructed whether or not Kupang Peaker 2 will be constructed. No upgrading of the facilities is anticipated to accommodate Kupang Peaker 2. Therefore, in the context of the SPS, these infrastructures are not considered as associated facilities of the project Kupang Peaker 2.

28. Kupang Peaker 2 as financed under ADB is only a fraction of the land concerned for the whole PLN complex in Kupang. Inasmuch as the whole complex is owned by the Minfini, social impacts cannot be singly attributed hence an overarching framework for social assessment and not limited on the land associated with Kupang Peaker 2 only. Kupang Peaker 2 will be built at the southern part of the planned Kupang Peaker-1 (see Figure 2).

29. The Project covers the villages of Lifuleo Dusun 4 and Nitneo Dusun 1. The topography of the area is flat. These villages are rural farming communities. The project site is presently used for extensive, rainfed agriculture (60 % of the site, mainly corn and peanuts). The rest of the project site (40 %) is secondary bushland with some trees interspersed. The bushland is used for cattle and goat breeding and harvesting of fruits (coconut, cashew).



*Figure 2. Location of Peaker 2 within the Power Plant Complex*

30. The villages of Lifuleo Dusun 4 and Nitneo Dusun 1 are home to the Minfini ethnic group.

### C. Rationale for Due Diligence

31. A Draft Resettlement and Customary Communities Development Framework (RCCDF) was prepared for the overall project on March 2017 and specific to Kupang Peaker 2, a Draft Resettlement and Customary Communities Development Plan (RCCDP) was prepared. However, during the finalization stage of the RCCDF and the RCCDP, the Land Acquisition Implementation Team led by Kupang District Land Office already completed land acquisition and resettlement activities by June 2017 that included: (i) detailed measurement of affected assets, (ii) appointment of Appraisal Team for valuation of entitlements, (iii) negotiation of type and amount of compensation, (iv) compensation payment and land title release, potential relocation, (v) handling complaint related with IOL and compensation together with PLN UIP East Nusa Tenggara, and (vi) submission of acquired land documents to PLN UIP East Nusa Tenggara.

32. Overall guidelines for due diligence are taken from the ADB Safeguard Policy Statement (SPS) 2009 specifically for involuntary resettlement (IR) and indigenous peoples (IP) and ADB-OM Section F1/OP 2013.

33. **Involuntary resettlement.** The IR objectives stipulate avoidance of involuntary resettlement wherever possible; to minimize involuntary resettlement by exploring project and design alternatives; to enhance, or at least restore, the livelihoods of all displaced persons<sup>1</sup> in real terms relative to pre-project levels; and to improve the standards of living of the displaced poor and other vulnerable groups.

34. **Indigenous peoples.** Per ADB-SPS 2009, the objectives for IP safeguards commit to design and implement projects in a way that fosters full respect for Indigenous Peoples' identity, dignity, human rights, livelihood systems, and cultural uniqueness as defined by the Indigenous Peoples themselves so that they (i) receive culturally appropriate social and economic benefits, (ii) do not suffer adverse impacts as a result of projects, and (iii) can participate actively in projects that affect them.

35. This Due Diligence Report (DDR) is prepared to ensure social safeguards concerns in the conduct of land acquisition were observed and compliant to the RCCDF and the Draft RCCDP.

### D. Approach and Methods

36. The approach for this due diligence is anchored on consultation and participation of affected persons (AP)/ Minfini customary community, PLN as both Executing Agency (EA) and Implementing Agency (EA), and other entities mandated to oversee facets of involuntary resettlement and indigenous peoples. A series of cross checking/triangulation of information was done in the conduct of this DDR and as such, the following methodologies were employed:

- (i) Site visit - Together with PLN safeguards officials, the PPTA safeguards team conducted a site visit pertinent to this DDR from 03-08 November 2017 and 29 January 2018
- (ii) Consultations and key interviews were conducted, see Appendix 1 for list of persons interviewed, attendees to consultations and some photos;
- (iii) Documents review pertinent to the land acquisition process from PLN and BPN.

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<sup>1</sup> In the context of involuntary resettlement, displaced persons are those who are physically displaced (relocation, loss of residential land, or loss of shelter) and/or economically displaced (loss of land, assets, access to assets, income sources, or means of livelihoods) as a result of (i) involuntary acquisition of land, or (ii) involuntary restrictions on land use or on access to legally designated parks and protected areas.



## **II. LAND ACQUISITION IN THE RCCDP-KUPANG PEAKER 2**

### **A. Subproject Principles**

37. There are two social safeguards under the ADB-Safeguards Policy Statement (SPS) of 2009: involuntary resettlement (IR) and indigenous peoples (IP). The objectives of the ADB safeguards policy are to avoid involuntary resettlement whenever possible; to minimize involuntary resettlement by exploring project and design alternatives; and to enhance, or at least restore, the livelihoods of all displaced and vulnerable persons in real terms relative to pre-project levels, and to improve the standards of living of the displaced poor and other vulnerable groups. The main objective with respect to indigenous peoples (IP) is to design and implement projects in a way that fosters full respect for IP identity, dignity, human rights, livelihood systems, and cultural uniqueness as defined by the IPs themselves so that they (i) receive culturally appropriate social and economic benefits, (ii) do not suffer adverse impacts as a result of projects, and (iii) can participate actively in projects that affect them. IP safeguards are triggered if a project directly or indirectly affects the dignity, human rights, livelihood systems, or culture of IPs or affects the territories or natural or cultural resources that IPs own, use, occupy, or claim as an ancestral domain or asset.

38. The GOI enhanced its country system in order to address land acquisition issues for public interest development project purposes through Land Acquisition Law No. 2/2012 and its implementing rules and regulations; likewise, the PLN Decree 2016 is prepared in line with 2/2012. For customary communities, the main principles of the government policies related to customary communities and consultation and social assessment are generally parallel to ADB SPS 2009. While gaps remain, these have been addressed and gap-filling measure made under the project.

39. The Project shall, under the aegis of PLN, uphold legal provisions of the Government of Indonesia in harmony with ADB-SPS 2009 safeguard requirements as embodied in the RCCDP, specifically under the RCCDP resettlement and customary communities' policy principles for the subproject as follows:

- (i) Screen subproject components during early stages to identify involuntary resettlement impacts and risks as well as presence of customary communities and the likelihood of impacts on identified customary communities per project activity. These impacts and risks must be minimal. Appropriate social safeguards planning documents will be developed precisely and accurately as a result of a social assessment.
- (ii) Carry out culturally appropriate and gender-sensitive social impact assessment (SIA) to assess potential impacts on APs particularly with customary communities living in the project areas, and concerned NGO organizations. Inform all APs including customary communities on potential restriction to access to natural resources because of the project and ensure their participation in the project cycle.
- (iii) Conduct meaningful consultations with affected APs/customary communities to solicit their participation across the project cycle to (a) avoid adverse impacts or - issues of access restriction will be avoided as much as possible - when avoidance is not possible, to minimize, mitigate, or compensate for such effects; (b) develop project benefits for affected customary communities in a culturally appropriate manner; (c) provide culturally appropriate and gender inclusive capacity development; and (d) establish a culturally appropriate and gender inclusive GRM.
- (iv) In areas that affect customary lands, full consultation to generate consensus with customary communities will be upheld to define the areas with customary rights of the local people and reflect the issues in the social safeguards planning document with particular actions to protect or compensate customary communities.
- (v) Improve or at least restore the livelihood of the APs/customary communities through (a) land-based resettlement strategies or cash compensation; (b) prompt replacement of

assets with equal or higher value; (c) prompt compensation at full replacement cost for lost assets that cannot be restored; and (d) additional revenues and services through benefit sharing schemes where possible.

- (vi) APs/customary communities shall be involved in resettlement and customary communities planning based on the SIA, and social safeguards planning documents will include a framework for continued consultation with the customary communities during project implementation and cover all appropriate mitigation measures to improve, or at least restore, the livelihoods of all APs/ customary communities, especially vulnerable groups so that the living standard of APs/customary communities do not become worse off compared to pre-project levels. Social safeguards planning documents should elaborate on culturally appropriate GRM, AP/customary communities' entitlements, strategy for income and livelihood restoration, including institutional arrangements, monitoring and evaluation, budgeting, and time-bound implementation schedule, and provide APs/customary communities with appropriate assistance.
- (vii) APs/customary communities without title or any recognizable legal rights to land are eligible for assistance and compensation for non-land assets at replacement cost. Particular attention will be paid to women, women-headed households, the elderly and other vulnerable persons.
- (viii) Disclose the draft social safeguards planning documents and its updates before subproject appraisal to the APs/customary communities and other stakeholders in an accessible place and a form and understandable language.
- (ix) The RCCDP will be conceived of as part of the project and related costs will be included in and financed out of the project cost.
- (x) Civil works and/or restrictions to use of land resources will not commence unless APs/customary communities are fully compensated and all other entitlements provided.
- (xi) Monitor implementation of the social safeguards planning documents; monitor and assess involuntary resettlement outcomes, their impacts on the standards of living of APs/customary communities, and also disclose the monitoring reports.
- (xii) Disclose monitoring reports.

40. Unanticipated impacts. Should unanticipated involuntary resettlement and customary communities' impacts emerge during project implementation, PLN shall ensure the conduct of a SA and update or formulate a new RCCDP depending on the extent of the impact changes. Unanticipated impacts will be documented and mitigated based on the principles provided in the RCCDF. PLN shall submit these documents to ADB for disclosure on ADB's website and convey relevant information in them to the affected persons/community.

## **B. Kupang Peaker 2 Scope of Impacts Under the RCCDP**

41. An inventory of loss was conducted in November 2016 by the project preparatory technical assistant (PPTA) together with PLN staff from UIP and Pusat in collaboration with the customary and local leaders of Lifuleo Dusun 4 and Nitneo Dusun 1 villages with due consultation with the local Kupang Land Office (District Ministry of Agrarian and Spatial Planning/National Land Agency or District MASP/NLA). A total of 120 households (720 persons) were deemed to be potentially affected by the construction of Peaker 2 in terms of loss of land, trees and vulnerability, which 9 AHs of them are sharecroppers on the communal land who loss of fruit trees and farmsheds (secondary structures). Table 1 provides the summary of impacts.

**Table 1. Summary of Impacts for Kupang 2 Peaker**

Items	Unit	Quantity
Affected persons	Person	720
Affected households	HH	120



Items	Unit	Quantity
Affected Lands (Farmlands) – the farmlands are communally owned by the Minfini	m2	43,100.00
Affected sharecroppers	HH	9
	AP	41
Affected Secondary Structures/Buildings		
Affected HHs	HH	6
Number of affected secondary structures	Unit	6
Area of affected secondary structures	m2	69.00
Trees/Timbers	Trees	143
	AH	120
Fruit Trees	Trees	33
	AH	5
Crops planted	m2	55,450.00
	AH	9
Vulnerable AHs for Peaker 2	HH	6
Poor	HH	3
Elderly-headed	HH	1
Women elderly headed household	HH	4
Poor-elderly headed household	HH	2
Other vulnerable members of the Minfini/customary community for the entire land (50 ha) considered vulnerable.	HH	114
Severely AHs for Peaker 2	HH	9

42. It is also noted that vulnerability takes into account the other 114 AHs beyond Kupang Peaker 2 or the ADB-financed component in as much as land acquisition for Kupang Peaker 2 is subsumed in the overall 50-ha negotiation.

### C. Meaningful Consultations and Disclosure

43. **Consultation.** Meaningful consultations will be carried out with the entitled parties/APs including vulnerable groups to ensure participation from planning up to implementation. Particular attention will be provided to the needs of vulnerable group and ensure their participation.

44. Concurrence by customary community. While the project does not require consent or broad community support in the technical sense<sup>2</sup>, concurrence is much desired in all activities involving customary communities at each stage of the project. An issue in conducting consultations with customary communities is establishing proper representation and ensuring their preference for internally selected spokespersons, who may not be the same as the formal leaders of the administrative units. When several customary communities are likely to be affected, the consultation process needs a cross-section of said groups. The number of people from each group should be proportional to the effects the project will have on it and each group may have its own leader/representative.

45. Meaningful consultation and participation with customary communities possess the following key elements: (i) appropriate mechanisms and structures for carrying out consultation and building participation; and (ii) specific activities that will enable customary communities to engage in the project to be conducted.

<sup>2</sup> Broad community support is required for the following: (i) commercial development of their cultural resources and knowledge of indigenous people; (ii) physical relocation from their traditional or customary lands; (iii) commercial development of natural resources within customary lands under use that would impact the livelihoods or the cultural, ceremonial, or spiritual uses that define their identity and community of indigenous people. the project shall seek the consent of affected communities. Consent will be in the form of broad community support. When the project entails any of the four types of project activities requiring consent of affected customary communities, the project should carry out an engagement process by conducting meaningful consultation and good faith negotiations that lead to broad community support. (ADB SPS 2009).

46. Consultation with customary communities across project stages will have to observe the following: (i) Logistical arrangements shall be coursed through prevailing customary structures and processes – either through traditional leaders or consensus amongst the community members; and (ii) Minutes will be documented in a language understood by the customary communities and disclosed to them.

47. **Disclosure.** The EA is required under ADB SPS 2009 to provide information to and consult with the affected customary communities and other stakeholders in a manner appropriate for the anticipated project impacts. As such, a Project information booklet shall be prepared describing the overall project as it zeroes in on specific subprojects and distributed to AHs, local governments and other stakeholders. Information dissemination to all members of the customary communities will be conducted specifically targeting appropriate message routes in accordance with prevailing customs and traditions; in a language(s) and manner suitable to them. The following shall be observed:

- (i) Notices of meetings written in the commonly used customary communities' language and as authorized by community leaders shall be delivered and posted in conspicuous places or announced in the area where the meeting shall be conducted at least two (2) weeks before the scheduled meeting;
- (ii) All meetings and proceedings shall be conducted in a process and language spoken and understood by the customary communities; and
- (iii) The minutes of meetings or proceedings conducted shall be written in English or Bahasa Indonesia and in the language of the customary communities and shall be validated with those who attended the meeting or assembly before the finalization and distribution of the same.

#### **D. Entitlements: Assistance and Compensation**

48. **Eligibilities.** Entitled parties are those who stand to lose, as a consequence of the project, all or part of their physical and non-physical assets, including homes and income-earning opportunities. Such impacts may be permanent or temporary.<sup>3</sup> Entitled parties are eligible for compensation - in cash or in kind, and other assistance under this project.

49. The cut-off-date for eligibility to project entitlements refers to the date when the Resettlement Implementation Team led by the PLN LAC, posts the results of the DMS in public places (e.g., village office board, public sport area).<sup>4</sup> The cut-off date sets the time limits to determine eligibility of persons living and/or with assets or interests inside the project areas. Should they be adversely affected, they will be entitled to compensation for their affected assets, including rehabilitation measures as needed, sufficient to assist them to improve or at least maintain their pre-project living standards, income-earning capacity and production levels. Those who encroach into the project area, or any of its subprojects, after the cut-off date will not be entitled to compensation or any other assistance.

50. **Entitlements.** Project entitlements cover the scope of impacts and the involuntary resettlement policies provided for in this RCCDP. The allowable entitlements are detailed in Table 2.

**Table 2. Entitlement Matrix**

No	Impact/Loss Category	Entitled Person	Project entitlement	Remarks
<b>A. Land Loss</b>				
1	Loss of land, including agricultural and residential land	Those who have formal legal rights (certificate) or those whose claim over	<ul style="list-style-type: none"> <li>Cash compensation at replacement cost and reflective of fair market value at the time of payment of compensation; or</li> </ul>	<ul style="list-style-type: none"> <li>Valuation of compensation conducted by a licensed independent property appraiser. It will be used for compensation</li> </ul>

<sup>3</sup> ADB. Involuntary Resettlement Safeguards: A Planning and Implementation Good Practice Sourcebook – Draft Working Document. November 2012.

<sup>4</sup> Article 29 of Law No. 2 of 2012

No	Impact/Loss Category	Entitled Person	Project entitlement	Remarks
		the land is recognized as a full title including persons occupying the state land in good faith.	land replacement with at least similar attributes to the acquired land in term of value, productivity, location, and titling. Any taxes and transactional cost borne by the project. <ul style="list-style-type: none"> <li>Financial assistance for the renewal of the land ownership documents (certificate and land documents recognized as full title) for the residual area of the entitled persons' land.</li> <li>If the remaining affected land can't be functioned for the specific use and utilization, the entitled party can ask for compensation for their entire land at replacement cost (Law No. 2 tahun 2012 article 35).</li> </ul>	payment by the Land Acquisition Implementing Team <ul style="list-style-type: none"> <li>In case of the compensation rate established by the independent appraiser either for land or non-land assets (trees/crops/timber) is not acceptable to the APs/AHs, PLN may determine compensation rate based on the cost of benefit analysis</li> <li>For the negotiated land acquisition, in case there is deduction of tax as per government's requirements, the amount of the tax value and the deduction should be clearly consulted with and agreed by the APs.</li> </ul>
2	Loss of customary land	Customary communities	Cash compensation at replacement cost or other types of compensation agreed by the customary community as per provisions compensation for loss of land above and ceremonial rites of land transfer	Consultation to get agreement of compensation will be conducted with customary members and customary leader witnessed by Village and/or Sub District Official.  Inclusion of customary communities to income restoration programs or CSR. Ceremonial rites usually required prior to construction.
3	Loss of area for livestock grazing	Owners of livestock, regardless of land tenure status (with certificate or recognizable rights, informal dwellers, occupants).	Assistance to open livestock grazing area	<ul style="list-style-type: none"> <li>The assistance may include helping to open livestock grazing areas, if available replacement land, fencing, and providing basic grazing facilities.</li> <li>Participate in the livelihood restoration program</li> </ul>
<b>B. Loss of Trees/Crops:</b>				
1.	Loss of Crops and Trees:	Owners, regardless of land tenure status (with certificate or recognizable rights, informal dwellers, occupants).	<ul style="list-style-type: none"> <li>Annual crops: cash compensation will be paid based on prevailing market rates.</li> <li>Perennial crops: compensation at replacement cost taking into account their productivity and age.</li> <li>Timbers/trees: compensation at current market rate based on age, type of trees and diameter of trunk at breast height.</li> </ul>	<ul style="list-style-type: none"> <li>Commercial crops: referring to income approach using Discarded Cash Flow (DCF) for 1 cycle</li> <li>Non-commercial crops: referring to market approach with a standard price reference issued by the local government.</li> <li>Non-productive Plants: referring to cost approach;</li> <li>Valuation of non-productive plants will use cost approach;</li> <li>30 to 60 days advance notice before harvesting / land clearing.</li> </ul>
<b>C. Loss of Structure</b>				

No	Impact/Loss Category	Entitled Person	Project entitlement	Remarks
1	Loss of secondary structures	Owners of the affected secondary structure, regardless of tenure	<ul style="list-style-type: none"> <li>• Compensation at full replacement cost that reflect prevailing market prices of materials and cost of labor for dismantling, transferring and rebuilding at the time payment. No depreciation should be applied;</li> </ul>	<ul style="list-style-type: none"> <li>• Valuation is determined by an independent appraiser</li> <li>• Depreciation will not be deducted for affected structures.</li> <li>• 3 months advance notice is given to the entitled party prior to the date on which they must demolish their affected structures.</li> </ul>
<b>D. Temporary or Permanent Impacts on Non-Land Assets During Construction</b>				
1	Temporary or permanent impacts due to construction activities	<p>For those who have formal legal rights (certificate) or those whose claim on land is recognized as a full right</p> <p>Those who do not have legal rights and entitlements that can be recognized as full ownership</p>	<ul style="list-style-type: none"> <li>• For lease payments of the affected land by the contractor based on the applicable rental fees and agreements with landowners.</li> <li>• For temporary impact on productive land, the AH may choose: <ul style="list-style-type: none"> <li>• (1) cost of the rental valued to be not less than the net income that will be generated from productive affected land;</li> <li>• Compensation for non-land assets acquired (trees / plants, structure) permanently affected will be compensated at replacement cost</li> <li>• Land will be restored to pre-project conditions or even better after the construction is completed</li> </ul> </li> <li>• There are no land rental costs during the period of impact Land will be restored as it was before the project, or even better.</li> </ul>	<ul style="list-style-type: none"> <li>• 30-60 days prior notice given to the owner of the land before it is used temporarily by contractors.</li> <li>• This provision should be stipulated in the contract / agreement with civil works contractors</li> </ul>
<b>E. Other Appraisable Loss</b>				
1	Transaction Cost	The entitled party who lost land and non-land assets	<ul style="list-style-type: none"> <li>• Allowance to cover administration cost, renewal of land ownership for residual land, land clearing</li> </ul>	Calculations are based on Inventory of Losses (IOL) and Socioeconomic Survey (SES)
2	Compensation for the waiting period (interest)	The party entitled to receive compensation for late payment	<ul style="list-style-type: none"> <li>• Cash compensation based on the risk-free interest, government bank interest</li> </ul>	
3	Loss of the resource base (high risk of impoverishment)	Entitled Party who lost of 10% or more of total assets or earning revenue sources; Entitled Party, poor and vulnerable, regardless of the severity of the impact	<ul style="list-style-type: none"> <li>• Participate in livelihood restoration program (LRP)</li> <li>• Given the opportunity to get a job related with the project</li> <li>• Providing free electricity access/connection as a project benefit to the customary communities. .</li> </ul>	<ul style="list-style-type: none"> <li>• LRP includes agricultural support, provision of training, job placement, additional financial grants and micro loans for equipment and buildings, as well as organizational support / logistics to establish alternative income generating activities for affected populations</li> <li>• LRP will be integrated with PLN CSR as applicable and/or local government social programs where the project is located</li> </ul>

51. **Valuation and Replacement Costs.** Parallel to this RCCDP preparation, PLN and the LAIT contracted an independent appraiser to conduct valuation towards compensation for land and

structures. Land acquisition assessment applied the Indonesia Valuation Standards 306 2015. The bases of assessment are: (i) Fair Replacement Value - This value can be understood as a value based on the interests of the owner (the value to the owner)<sup>5</sup>; (ii) Market value equivalence<sup>6</sup>; (iii) non-physical losses caused by the compulsory right relinquishment of property owner <sup>7</sup>; (iv) property ownership is not limited to ownership rights, but can be interpreted as control, management and use of property in accordance with applicable laws and regulations or according to the agreed scope of assignment; (v) valuation date is the announcement date, and the date of site determination for development for public interest in accordance with the applicable legislations; (vi) value adding calculated based on the risks incurred from owner's potential losses.

52. Compensation assessment in this standard includes but not limited to: i) the construction of resettlement; ii) education and motivation programs; iii) provision of working facilities; and iv) business facilities compensation. Assessment approach is specified in the detailed SPI 306.

### **E. Income Restoration for Vulnerable and Severely Affected HHs**

53. Customary communities which form part of the vulnerable sector and severely affected APs could receive additional assistance and in the case of Kupang Peaker 2, all AHs belong to the Minfini with all 9 AHs losing their cultivated land as severely affected and 6 AHs being vulnerable.

54. Income of severely affected entitled parties and vulnerable groups will be enhanced, so that they would thoroughly benefit from the project. The income restoration and rehabilitation will be delivered by PLN UIP NUSRA through Corporate Social Responsibility (CSR).

55. Per results of the IOL and SES all 9 AHs are farmers with corn and peanut as primary crops. Two of 9 AHs have other lands for cultivation. Based on interviews, since the status of the land is communal in nature, the 7 remaining AHs can farm in lands near the affected lands owned by the Minfini, with permission from the customary community leader.

56. Allocation for IRP is based on the Development of Food Crops 2015-2019 from the Directorate General Food Crop, Ministry of Agriculture, East Nusa Tenggara Province is one of the provinces targeted for extension areas on corn and beans. With due consideration to the socioeconomic plight of AHs and to ensure that their livelihoods are made sustainable, the suggested income restoration program in the RCCDP, shall be in the form of extending food crop development packages which consist of delivering farm equipment (hand tractor and tools) for planting high quality corn and peanut. Training for improved cultivation techniques to increase productivity will likewise be provided. Hand tractor is necessary to help them cultivate newly opened drylands. Follow through assistance and agricultural extension activities shall be through the Agriculture Office of East Nusa Tenggara (Dinas Pertanian Provinsi NTT) as formally linked by PLN.

57. During additional consultation with heads of the Minfini conducted on 29 January 2018 they requested PLN to provide community empowerment assistance that focuses on the development of agriculture and livestock, such as:

- (i) The provision of grazing areas for livestock that do not disturb the farms owned by the community,
- (ii) The construction of alternative source of irrigation during dry season, such as drilled wells, so they can plant other crops (chilli), and
- (iii) Training on increasing agricultural production and processing of agricultural products, specifically for women.

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<sup>5</sup> Value to the owner is defined as the economic benefits derived from the possession or ownership of a property.

<sup>6</sup> The market value is one of the basis for value determination by taking into account limited or entirely absent data market. This market value can be compared with the value based on the potential use (without looking at the benefit of land acquisition plan for the public interest).

<sup>7</sup> Non-physical loss is other losses, as referred to in Law No. 2/2012, Article 33 f and its elucidation, applicable or according to the agreed scope of Tenure.

58. Income from other sources to full fill basic needs are also being considered as alternative skills, such as training on welding and simple workshop. Possessing such skills will enable absorption to the PLN workforce

59. Aside from the 9 AHs, the remaining 111 of the 120 total Minfini AHs who own the 50 Ha land to be acquired by PLN would likewise be included for income restoration consideration as part of project benefits for customary communities.

#### **F. Special Assistance to Vulnerable Sector**

60. The vulnerable sector is a distinct group of people who might suffer more or face the risk of being further marginalized due to the project. Per Law No. 39/1999 on Human Rights (Art 5 elucidation), it specifically includes i) households headed by women, ii) household heads with disabilities, iii) households falling under the regional poverty line, and iv) elderly household heads. Vulnerable and severely AHs are entitled to the following:

- (i) Participate in the IRP;
- (ii) Given preferential opportunity for employment in Project-related jobs. PLN UIP NUSRA will identify the project related jobs and offer the Minfini group, especially those who are considered vulnerable with jobs; and
- (iii) Provided with free access to electricity which could spill over to other vulnerable households in the desa and hamlet. In early 2017, PLN, through the CSR program provided electricity access to all households in Panaf hamlet with free of charge.
- (iv) Improve the road access to the Panaf Hamlet ad project area with the asphalt. Road will be completed with the safety signed and awareness on safety to the community members and drivers during equipment mobilization.
- (v) Assistance of PLN to open the livestock grazing area lost because of land acquisition of 50 ha of communal land.
- (vi) PLN will consider the medical services through the regular visit of the doctor to check community health.

61. PLN will also consider the request of the Minfini group on the water supply for agriculture. The project staff and external monitor will ensure that all information shall be disseminated to all of the vulnerable households to allow them to secure all their compensation and avail of assistance prior to land clearance.

62. **Gender Strategy.** The following specific actions seek to address gender issues as well as for other vulnerable sectors in the Project:

- (i) Women, the elderly, and disabled will be invited to/represented in consultations most especially those belonging to the Minfini during RCCDP implementation;
- (ii) In conducting the Detailed Measurement Survey and consultations on resettlement activities, both women and men will participate in the discussions – to include the elderly and disabled (may be by representation);
- (iii) Both husband or wife will be invited to be present to receive the compensation and other allowances due to the household for affected assets.
- (iv) Women will be given equal chance in getting hired for unskilled work and receive equal remuneration for the same work by the men.
- (v) Women, the elderly, and disabled will be prioritized in Income Restoration Program to be provided during RCCDP implementation specifically as vulnerable/ severely AH heads.
- (vi) Disaggregated monitoring indicators by gender, ethnicity, and vulnerable groups will be developed for monitoring social benefits, economic opportunities, livelihood, and resettlement activities.

63. **Customary communities.** During the social assessment, some potentially adverse impacts had been identified. Mitigating measures have been developed that serve as special assistance to the Minfini as a customary community:

**Table 3. Special Assistance to the Minfini**

Adverse impact	Mitigating measure
(i) Partial loss of Minfini land	<ul style="list-style-type: none"> <li>- Cash compensation at replacement cost or other types of compensation agreed by the Minfini as per provisions compensation for loss of land above and ceremonial rites of land transfer;</li> <li>- Through traditional leaders, ensure that replacement land within Minfini customary lands will be allocated to displaced Minfini AHs; and</li> <li>- Extend assistance through facilitation for the Minfini to process certification of their remaining land per Regulation of the Minister of Agrarian and Spatial Planning/Head of National Land Agency No. 10 of 2016 on the Procedures for the Establishment of Communal Rights on Customary Land and the People Living In A Specific Area (updating regulation of the MASP No. 9/2015).</li> </ul>
(ii) Elite capture, social exclusion and furthering vulnerability of some	<ul style="list-style-type: none"> <li>- The project will contract the services of a National Customary Community/IP Specialist to safeguard the rights, dignity and identity of then Minfini and avoid further vulnerability and marginalization;</li> </ul>
(iii) Affordability issues to further marginalization	<ul style="list-style-type: none"> <li>- Free access to social infrastructure as expressed during community consultations, like school and health service;</li> <li>- Participation to IRP/CSR activities and employment shall prioritize the vulnerable AHs of the Minfini;</li> <li>- All disclosure activities and materials shall be translated and disseminated in Bahasa and popularized form</li> </ul>

## G. Grievance Redress

64. Grievances related to any aspects of the Project will be handled through negotiation with aim to achieve consensus. The procedures to be followed in resolving complaints on the affected assets, the level of compensation offered by the government, and other aspects of the projects are outlined below. All administrative channels, such as the Office of the Camat and the Office of the Regent, will be exhausted in the effort to resolve any complaint before elevated to a court of law for adjudication. No cost shall be borne to the APs in relation with the grievance redress mechanism.

### Related to Location of Project Component

- i. An AP/AH may raise any complaint to the Kupang District Head or Head of PLN UIP NUSRA;
- ii. The District Head establishes a team to assess the complaint within 3 working days from receipt of grievance document. If the complaint is meritorious, the District Head will ask the manager of PLN UIP NUSRA or PLN UPP to find another solution or location for that component of the project. However, if the complaint is not acceptable, the team will inform the complainant and PLN UIP within 7 working days from receipt assessment report;
- iii. If after the confirmation of location, there is still grievance raised by the AP, the aggrieved AP may file a lawsuit to the Local State Administrative Court (LSAC) within 30 working days since the issuance of the location determination.
- iv. The LSAC shall accept or reject the lawsuit within 30 working days of receipt of the lawsuit.
- v. If the aggrieved AP is not satisfied with the LSAC decision, the AP may file the complaint for cassation with the Supreme Court within 14 working days.
- vi. The Supreme Court must issue a decision within 30 working days. This final and binding court decision shall be the basis whether continue or not with the land acquisition for the project.



### **Related to Inventory of Affected Assets**

- (i) An aggrieved AP/AH may appeal the result of the DMS on affected land and other assets found on the affected land (buildings, plants, other objects) to PLN UIP NUSRA and/or LAIT led by ATR/BPN of Kupang District;
- (ii) LAIT within 14 working days (starting from the time the DMS result is announced to the public/AHs) will verify the results of the DMS on affected assets of the AH and will make necessary revisions/corrections, as needed;
- (iii) If the grievance/complaint concerns ownership/control of land and/or other assets found on the affected land, LAIT will seek a settlement with the contending parties through consultation;
- (iv) If the consultation does not produce a settlement, LAIT will advise the APs to resolve the case through the court;
- (v) LAIT keeps the record of complaints and disputes handled.

### **Related to Compensation**

- (i) An aggrieved AP/AH may bring the grievance/complaint as regards compensation rates directly to LAIT or through the Customary or Village leader who will submit it to the LAIT either in writing or relay it verbally. LAIT together with the land acquisition team at PLN UIP NUSRA and the Customary or Village leader will attempt to seek consensus to achieve an acceptable settlement with the aggrieved AP/AH, specifically;
- (ii) An AP/AH who is not satisfied with the amount of compensation initially offered by LAIT has within 30 working days to come into agreement with LAIT on the level of compensation for affected assets, including income loss for adversely affected business or employment.
- (iii) If negotiation on compensation with the Resettlement Implementation Team fails, the AP/AH may file within 14 days with the local district court a complaint on the compensation proffered by Resettlement Implementation Team. If within 14 working days, no grievance filled by the APs to the court, PLN will deposit the compensation to the District Court. The court will judge on the case within 30 days.
- (iv) If the AP/AH is not satisfied with the decision of the district court, the AP/AH within 14 days following judgment by the district court may bring the case to the Supreme Court and seek a reversal of the ruling of the district court. The Supreme Court will judge on the case within 30 days

### **Related to Other Aspects of the Project**

- (i) An aggrieved AP/AH may bring any complaint either directly to PLN project office (UPP Project Manager) or contractor or to the customary leader in the village/sub-village level, customary leader in the hamlet/village level who will facilitate/bring the grievance to the Contractor or PLN Office, in the first instance to seek resolution. The PLN office/contractor/customary leaders have 14 working days from receipt of grievance to settle the complaints;
- (ii) If the grievance cannot be resolved, the AP/AH may convey the grievance to the PLN UPP Timor or to the District Environmental Agency (BLH Kabupaten/Kota) who will bring to the PLN UPP for resolution. The PLN UPP have 30 working days from receipt of grievance to settle the complaint.
- (iii) If the grievance cannot be resolved, the aggrieved person may convey the grievance to the PLN UIP Nusa Tenggara or to Provincial Environmental Agency (BLH Provinsi) who



will bring to the PLN UIP Nusa Tenggara for resolution. The PLN UIP Nusa Tenggara have 30 working days from receipt of grievance to settle the complaint

(iv) If the aggrieved AP is not satisfied with the action taken on the complaint, she/he may file the complaint to the court for final adjudication.

65. Complaints related to other aspects of the projects are included like about increased dust and/or noise or any other impact due to project construction.

66. For customary communities, the grievance mechanism shall follow their internal grievance mechanism (if any) or any mechanism provided by local government based on community request. The affected APs may bring their complaints to the village leaders and/or customary leaders. The village/customary leaders will settle the complaint within two to seven days working days upon receipt of the complaint notice. If this has not been settled, they may bring it to the project officers in the field office or sub-project site office.

### III. THE ACTUAL CONDUCT OF LAND ACQUISITION ACTIVITIES

67. It was established that delivery of compensation to the Minfini customary group was consummated on 21 June 2017. Thus, this DDR. Details for this section of the DDR are derived through interviews with and documents provided by both PLN and BPN (Figure 3).

#### A. The Land Acquisition Process

68. Discussion of this section will follow the sequence of land acquisition activities as prescribed by GOI laws: (i) planning stage, (ii) preparatory stage, and (iii) implementation stage. Note that consultation and disclosure weave across all stages.

69. **Planning Stage.** Planning activities for the Kupang Power Plant Complex began as early as 17 October 2013, when the Governor of East Nusa Tenggara issued a letter issuing a Principal Permit for Power Plant Development within the province. On 11 September 2014, the Kupang Regent released a letter in Conformity with the Project Plan for inclusion to the District Spatial Planning.

70. Technical studies ensued and by 15 October 2015, the General Manager of PLN UIP Nusra sent an official letter to the Governor of East Nusa Tenggara requesting for Location of Determination for PLTU Timor 1 and PLTMG Kupang Development Plan. After almost a year - 16 August 2016 - PLN UIP Nusra followed up with the Office of the Governor through a letter Requesting Follow up of Development for PLTU Timor 1 and PLTMG Kupang Development Plan.



*Figure 3. Consultation with BPN Kupang District*

71. During this time, PLN commenced with the planning for appropriate CSR activities in Kupang that would take effect in a timely manner parallel to planning and preparation stages on to implementation (Appendix 2). In order to plan for CSR, consultations and social assessment of the area took place from 2014 to 2016.

72. **Preparation Stage.** Constant coordination was made with the Governor's Office at preparation stage that resulted in a letter issuance from the Governor of East Nusa Tenggara to constitute and delegate a Land Acquisition Implementation for PLTMU Timor and PLTMG Kupang to Kupang District on 10 June 2016 (Appendix 3).

73. Results of feasibility studies conducted by PLN were made known to the Minfini customary communities who then rejected for their land to be used for the project. Based on the study that was conducted, the demarcated estimation for project location was perceived by the Minfini to affect their ancestral cemetery and church and would thus require relocation. will be affected (relocated). Further, the Minfini proposed that PLN would lease their land for 30 years.

74. Intensive consultation with the customary communities and their traditional leaders was conducted for more than 3 months. A joint inspection between the PLN UIP Survey Team with the Minfini customary community was conducted on 28 September 2016 to demarcate the potential project location (See minutes in Appendix 4). It was then that the Minfini were convinced that their ancestral cemetery and church would not be affected by project. Social acceptability for the project ensued, with the Minfini supporting the project plan to acquire their land for project. Soon after, another major consultation was conducted on 18 October 2016 (minutes provided in Appendix 5).

75. On 04 November 2016, the Bupati Decree was issued for the Establishment of the Preparation Team for the Development of PLTU Timor 1 and PLTMG Kupang paving the way for the following:

- (i) Issuance of the Location Determination from Kupang District on 6 February 2017 (Appendix 6);
- (ii) Disclosure of Location Determination in the local Newspaper on 15 March 2017;
- (iii) Letter from the General Manager of UIP Nusra sent to the District BPN requesting for the implementation of Land Acquisition dated 03 March and 27 March 2017 (Appendix 7); and
- (iv) Letter-request on 06 March 2017 from the General Manager of PLN UIP Nusra for the Establishment of KJPP Dwi Haryantono Agustinus by BPN to Appraise Unit Rates (see also in Appendix 7).

76. The LAIT was headed by Head of BPN Kupang District office, the members consist of: (i) Land Agency under the Bupati Office, (ii) several sections under the BPN Kupang District, (iii) Head of Sub district and (iv) Head of Village. The LAIT established Satuan Tugas A (Satgas A-Working Unit A) to hold detailed measurement survey and Satuan Tugas B (Satgas B-Working Unit B) to examined legal/juridical data of land ownership.

77. **Implementation Stage.** The first activity conducted immediately prior to the implementation of land acquisition was the socialization for the Minfini last 18 April 2017 (see minutes in Appendix 8). The detailed measurement survey (DMS) followed right after socialization and results were disclosed to the Minfini as well as posted at the church in Panaf Sub village and the Village Office within early May. The DMS result was also advertised in the local Newspaper on 3 May 2017 (see Appendix 10). Cut-off date was set at 03 May 2017. The DMS conducted by LAIT- Satgas A of Kupang District as well as the negotiations for unit rate of assets were performed.

78. Appraisal of affected assets was done by an Independent Appraisal on May 2017, continued and results were disclosed in a consultation with the Minfini on 19 June 2017 in order to secure their agreements to the compensation rates (Appendix 9). Soon after, validation on the compensation in the form of cash was documented on 20 June 2017 (Appendix 11). By 21 June 2017, compensation

was paid to the Minfini APs and the receipt was issued and signed by the customary leader, Yonas Minfini. It has to be stated that the compensation for the affected land was authorized to be given to Yonas Minfini in the presence of the AHs (husbands and wives) who attended and witnessed the delivery of payment. In anticipation of later disputes, LAIT-Satgas B suggested that the transfer of rights be signed by the four heads of the Minfini: Usias Saketu, Barnabas Minfini, Alexander Minfini and Yonas Minfini. The formal hand over of ownership from AHs represented by their four leaders to LAIT is dated 21 June 2017 (see proofs of payment and hand over documents in Appendix 12).

79. The certification of the acquired land is being processed and expected to be completed by Q2 2018.

## B. Scope of Impacts, Valuation, and Compensation

80. Determination of affected households and scope of impacts were made through the DMS conducted by LAIT Kupang District and valuation by the independent appraiser. Existing documents are available as follows:

- (i) *Land Acquisition Implementation Report for Development of PLTU Timor 1 Capacity 2x25 MW and PLTMG Kupang Peaker Capacity 40 MW in Lifuleo, Kupang Barat Sub district, Kupang District- Land Acquisition and Implementation Team-Land Office of Kupang District, 2017.*
- (ii) *Appraisal Report 052402/LP-L/dha-2/999/V-17, Type of Land Property and Plants owned by PT. PLN Persero, KJPP Dwi Haryantono Agustinus Tamba, May 2017.*

81. The land acquisition process considered all of the Minfini – that included the 3 margas, those using communal lands affected by Kupang Peaker 1 and not just the ADB-financed Kupang Peaker 2. Four types of losses were documented by LAIT: (i) loss of communal land (tanah ulayat), (ii) loss of secondary structures (farm sheds), (iii) loss of communally owned timber trees, and (iv) loss of fruit trees.

82. Table 4 provides the details for loss of land and Table 5 for loss of farm sheds.

**Table 4. LAIT-established loss of land**

Name of AH Representative/ Customary Leader	Total Affected Land	Compensation and Unit Rate	Remarks
Yonas Minfini	50 Ha (no breakdown)	Rp 30,973,500,000 (61,947 per m2)	Authorized to receive compensation (Designated as leader/representative from Marga Minfini which consist of three families/marga i.e. Minfini, Saketu and Tosi)
Alexander Minfini			Designated as head of Minfini Family
Barnabas Minfini			Designated as head of Minfini Family
Usias Saketu			Designated as head of Saketu and Tosi Family

**Table 5. LAIT-established loss of secondary structure (farm shed)**

Name AHs	Farm shed	Compensation (Rp)	Remarks
Elisabeth Minfini	1 unit	320,000	Assessment of unit rate is based on the material use for affected farm shed and condition, regardless the size/width
Barnabas Minfini	1 unit	280,000	
Kornelis Saketu	1 unit	340,000	
Markus Atabela	1 unit	440,000	
Minci Minfini	1 unit	500,000	
Yusak Kona	1 unit	340,000	
Lina Kona	1 unit	440,000	
Ibet Loen (Ibetianus Lowen)	1 unit	420,000	
Lukas Saketu	1 unit	600,000	
Apris Saketu	1 unit		
Morid Tosi	1 unit	200,000	
Daniel Saketu	1 unit	200,000	
Usias Saketu	1 unit	260,000	

Laasar Saketu	1 unit	120,000	
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*Note: Those in yellow highlights belong to Peaker 2 Minfini AHs farming on communally owned land.*

83. For loss of timber trees (Table 6), it was agreed among the Minfini that these communally belong to the Minfini and that they authorize Yonas Minfini to receive what accrues to them. Lastly, loss of fruit trees (Table 7) with identified APs.

**Table 6. LAIT-established loss of timber trees**

Name of Trees	Number/Age			Total	Compensation (Rp)
	Big	Medium	Small		
Tuak	427	190	179	796	3,359,058,000
Kayu Merah	771	815	684	2,270	
Kusambi	922	779	808	2,509	
Kola	539	658	632	1,829	
Tamarind	266	128	133	527	
Kedondong	12	3	1	16	
Teak	0	0	23	23	
Cashew nut	0	82	0	82	
Jarak Putih	0	35	0	35	
Kum	150	178	247	575	
Bluk	188	99	101	388	
Beringin	130	34	28	192	
Bonak	35	18	13	66	
Unok	354	394	331	1079	
Mango	0	0	3	3	
Orange	0	2	0	2	
Kapook	2	0	0	2	
Kelor	0	50	25	75	
Cendana Hutan	0	14	0	14	
Total 19 type of trees	3,796	3,479	3,208	10,483	

**Table 7. LAIT-established loss of fruit trees**

Name of AHs	Affected Trees/Number		Compensation (Rp)
Kornelius Tosi	Kedondong (Big)	6	3,672,000
	Kedondong (Medium)	4	
Elisabeth Minfini	Kedondong (Big)	5	2,998,000
	Kedondong (Medium)	3	
Barnabas Minfini	Cashew nut (Big)	6	7,647,000
	Teak (Medium)	1	
	Teak (Small)	10	
	Kedondong (Big)	6	
Joel Saketu	Cashew nut (Big)	4	5,710,000
	Cashew nut (Medium)	2	
	Teak (Small)	2	
Arkalaus Minfini	Cashew nut (Medium)	2	1,334,000
Kornelis Saketu	Cashew nut (Big)	4	4,938,000
	Teak (Small)	1	
	Orange (Big)	1	
Markus Atabela	Cashew nut (Small)	5	1,110,000
Demas Minfini	Teak (Big)	1	5,622,000
	Teak (Medium)	1	
Alex Saketu	Cashew nut (Big)	7	7,000,000
Yusak Kona	Mango (Big)	1	1,000,000
Iben Loen	Cashew nut (Medium)	13	10,671,000
	Jarak/Damar Putih (Big)	40	
Usias Saketu (Plot 1)	Cashew nut (Big)	20	20,000,000
Lukas Saketu	Mahony (Small)	1	113,000
Salmun Minfini	Kapok (Big)	1	900,000
Apris Saketu	Teak (Small)	7	2,780,000
	Kedondong (Big)	3	

Name of AHs	Affected Trees/Number		Compensation (Rp)
Morid Tosi	Kedondong (Big)	3	1,464,000
Daniel Saketu	Cashew nut (Big)	3	7,880,000
	Kedondong (Big)	10	
Usias Saketu (Plot 2)	Cashew nut (Big)	7	7,667,000
	Cashew nut (Medium)	1	
Laasar Saketu	Cashew nut (Big)	2	2,000,000
Daniel Kiau	Cashew nut (Big)	12	12,000,000
Edison Tosi (Plot 2)	Kedondong (Big)	3	1,464,000

*Note: Those in yellow highlights belong to Peaker 2 Minfini AHs farming on communally owned land.*

84. As for crop losses, these were not recorded by LAIT because they conducted the DMS from April-May 2017. The crops had already been harvested by AHs. For the RCCDP, the inventory of loss was conducted on November 2016 during the rainy season or planting season. The Minfini only cultivate their lands once a year, during rainy season.

### C. Project Disclosure

85. Information dissemination about the project was through the distribution of the PIB and socialization to the Minfini group and other relevant stakeholders. The PIB in Bahasa Indonesia were disseminated to the APs on 26 January 2018 along with the invitation for public consultation on environmental and social safeguards. The combined PIB for environment and social safeguards were also distributed during the public consultation held on 29 January 2018 to the APs, Minfini customary leader, village offices, Kupang Barat Sub District, and Provincial agency of Environment and Forestry. The contents of the PIBs were explained and discussed during the consultation. Women also attended the socialization (See photographs in Appendix 13).

### D. Livelihood Restoration and Corporate Social Responsibility

86. Based on information from the CSR officer and GM of UIP Nusra, yearly CSR allocation for the affected villages is made. These are however mostly in form of infrastructure facilities. In 2016 they provided electricity for about 50 households in coordination with UPP Wilayah Kupang. They also constructed several communal toilets, assisted in the renovation of community churches and mosques. Improvements of some parts of road to the project areas was made by the Kupang Public Work Agency. The improvement of the remaining 4 km access road will be completed in 2018. PLN also provided assistance to local elementary education (e.g. students' uniforms, books, bags).

### E. Documented Grievances During Land Acquisition Process

87. Any complaint related to compensation payment and unanticipated issues that arise during construction and other construction impacts will be addressed by PLN UPP first before elevated to PLN UIP. PLN Wilayah will give the necessary support when needed but it is not their responsibility to respond. As for grievance on land disputes, these are attended to by LAIT with PLN monitoring the progress. In the conduct of land acquisition, two grievances were entertained and documented by the LAIT: (i) Land dispute, and (ii) Compensation rate.

88. **Land dispute.** During disclosure of losses, one person from the Tosi family living outside the Minfini land aired his complaint. He claimed that the land under assessment for the project belongs to the Tosi family. In the 1990s, the Tosi family filed a lawsuit regarding claim of land ownership but they lost. The LAIT facilitated the dialog among the two disputing parties, in the presence of representatives from the prosecutor's office, police, District Office, Head of Sub district, Head of Village and Customary Leader. The following highlight the discussions:

- (i) The Tosi family claim to possess a Letter issued in 1961 from the Land Reform Office to use/cultivate the land. It was deemed that the letter could not be used as proof of ownership since after receipt of the letter, they should have registered this with the Land

Reform Committee, who in turn will propose such claim to the Land Office in order to secure a Land Reform Certificate;

- (ii) The Supreme Court 1990 ruling was for Minfini family as the owner of the land and this is the proof of ownership; and
- (iii) Considering the evidence of land tenure, the Tosi family claiming ownership had been residing outside the land under question and had never used or visited the area for several years. The Minfini family however, live and cultivate the land for their livelihood.

89. The LAIT therefore denied the complaint, declaring the Minfini as the legal owner of the land.

90. **Compensation rate.** Compensation payment was paid based on the unit rate determined by independent appraiser. Initially the AHs have objection to the price from the appraiser, because they said during the feasibility study there is one PLN official said compensation will be given based on the market rate, which was around Rp. 150,000. The AHs agreed the unit rate on the second meeting.

91. Overall, compensation payment for lost communal land, lost trees/crops planted by the sharecroppers, and secondary structures has been paid to the Minfini ethnic group. None of the main structures (houses) was affected and nor physically relocation of Minfini ethnic is required. The land acquisition for Kupang Peaker 2 was part of the land acquisition of the 50 ha for PLN's power plant complex. Compensation for land amounting to IDR 34,445,000,000 was provided in June 2017 to the customary leader on behalf of the Minfini group. The customary leader then distributed the compensation money to all of the Minfini households of Panaf Hamlet and Nitneo Hamlet. Some money was also donated to the church.

#### IV. LAND ACQUISITION FROM THE MINFINI PERSPECTIVE

##### A. Consultation, Disclosure and Grievances

92. According to the Minfini, PLN conducted intensive consultations across every stage of the development project. Consultations commenced as early as prior to the conduct of technical surveys (feasibility), way before project planning, preparation on to implementation of land acquisition. These consultations were usually conducted in the church. The consultations were always through the head of the Minfini community and open to all of the Minfini customary community members. The latest was when compensation rates and payments were made and these were disclosed and attended/witnessed by the spouses.

93. Any grievance/complaint/problem is brought to the attention of the customary leader and will be resolved through discussions amongst them, to be addressed within the same day. They believe that if there are problems among them and or with sharecroppers outside of the Minfini ethnic group, the rain will not fall and they cannot plant. Thus, the Head of the Minfinis will hold a prayer session, inviting all sharecroppers – members and non-members of the Minfini - and during the prayer/ceremony will ensure there are no problems or complaints and if there are to immediately resolve these. Accordingly, rain occurs shortly after. The most recent ceremony was held for project, prior to project start. No prayer/ceremony has been initiated yet since then.

94. Only if there are problems they could not solve by themselves are these elevated to the Head of the village. However, to date, all problems are resolved by their respective Family Heads.

##### B. Detailed Measurements Survey

95. It was confirmed by the participants and the head of Minfini ethnic that the 9 AHs cultivate the areas under Kupang Peaker 2. The LAIT together with all of AHs conducted DMS to identify types and magnitude of losses. The survey took 5 days to complete.

96. After the list of AHs and their losses was done, LAIT presented the results to the AHs, and



posted this at the church. Pak Joni relayed that there were complaints from some sharecroppers who claimed the land belonged to them, but their complaints did not prosper in the presence of LAIT.

97. It was further agreed after the DMS disclosure that for affected timber trees, ownership would be vested in the name of the four of Minfini leaders (Yonas Minfini, Barnabas Minfini, Alexander Minfini and Usias Saketu) as these are considered public property. Compensation was authorized to be received by the head of Minfini Ethnic - Pak Yonas Minfini.

98. As regards crops, during the conduct of the DMS in May 2017, they already harvested the corn and peanuts, hence no crops were identified as losses.

### **C. Valuation and Compensation**

99. The AHs are aware that the unit rate for losses was determined by an independent appraisal. One of the AH (Ibet Lowen) said several AHs accompanied the appraiser when assessment was conducted to determine unit rate. This was completed in three days onsite.

100. **Unit rate for land.** The AHs initially rejected the unit rate for land as determined by the appraiser, because according to the Head of Minfini ethnic the price was below the market rate (i.e. Rp. 150,000 per sqm for arable land and Rp. 100,000 per sqm for idle land). Further they said that during the feasibility study there one PLN staff said compensation would be as per market rate.

101. The Minfini held a meeting among them to generate a common position. Accordingly, when all considerations were taken into account, they agreed that the overall benefits of the development project were far greater for the people so they agreed on the compensation rate proposed by the Appraiser with the following conditions: (i) PLN to hire Minfinis (local people) as hired labor for the project, (ii) PLN to provide water supply to the community, (iii) PLN to improve access road from the main road to their village, and (iv) PLN to provide electricity to all Minfini.

102. **Distribution of compensation.** The AHs (specifically Salmun Minfini, Iben Lowen, and Usias Saketu) aver that they authorized their head of Minfini Ethnic (Yonas Minfini) to receive the compensation for the land. After compensation was received, they held a coordination meeting among the AHs to discuss about the distribution of compensation of land to all AHs. Compensation was proportionally distributed to all the Minfini households depending on the status of the head of household determined by generation. For the first level families, each family received Rp 300 – 500 million, for each son with family (second level) they received Rp 200 million. Daughters with families each received Rp 50 - 100 million and each grandchild received Rp 5 – 20 million. Approximately 20 out of 120 AHs are 1<sup>st</sup> level families, 50 out of 120 AHs are sons, and the rest are daughter and grandchildren households. There were no complaints that arose from the AHs regarding this.

103. **Unit rate for affected trees.** The unit rate for affected “public” trees is the same for all types of trees without considering age of the tree. Unit rate was pegged at Rp. 300,000 per tree. The unit rate for affected fruit trees that belong to AHs are determined per type of trees. They could only remember that the price of affected mango and cashew nut was about Rp 1,000,000 each.

104. **Unit rate for farm sheds.** For farm sheds, they did not expect to be compensated because structural condition is very poor. It was also this time that Apris Saketu confirmed that there are no farm sheds on his cultivated land.

### **D. Replacement of Lost Farmland**

105. The total affected land belonging to the Minfini ethnic in Panaf Sub village is 700 Ha and they have another plot of land in Nitneo Sub village about 50 Ha. Generally, the Minfinis have more than one plot of cultivated lands - about 0.5 Ha each - so on an average they cultivate a total of about 2 Ha per household.

106. Two of the 9 AHs who attended the consultation, Markus Atabela and Ibet Lowen only have one plot of land to cultivate within the project-affected area. They already have new plots of land

outside the affected area. Specifically,

- (i) Ibet Lowen started clearing his new plot and will be ready for planting this coming rainy season.
  - (ii) Markus Atabele on the other hand will temporarily stop farming because he will start work as security in the PLN project.
107. The customary procedure to avail of land for cultivation with the Minfini is as follows:
- (i) *For the Minfini ethnic (Minfini, Saketu and Tosi families):* a request is made to the head of the Minfini leader (Yonas Minfini). They commit to provide 7 kg of peanut per year to the community through the leader. Permit is valid for three years and there is no limitation on how wide the requested land shall be. They may request per their capability to cultivate.
  - (ii) *For sharecroppers who are non-members of the Minfini ethnic:* They similarly make their request through the head of the Minfini (Yonas Minfini) and pay Rp 50,000 for administrative fees and about 50 kg of corn just once time, normally when the request is made. They too are required to commit 7 kg of peanut per year to the Minfini leader. Permit is valid for three years and like the Minfini, there is no limit on the number or width of the plots as long as they are capable of tending these.
108. There are many people outside of the Minfini family requesting for land to be cultivated because productivity per sqm in Minfini land is better compared to other lands outside. They only cultivate and harvest once a year and after harvesting they hold a customary ceremony (with prayers) to be attended by all of sharecroppers. During this ceremony, they evaluate all permits that have expired and need to be renewed.

#### **E. Minfini Satisfaction with Land Acquisition Compensation and Assistance**

109. In general, they expressed their satisfaction of unit rate and compensation payments. They are also appreciative of PLN CSR efforts. They provided information about PLN CSR that they have been beneficiaries of, such as:

- (i) Assistance was extended to renovate the church; cash donation was also given during church events/celebrations;
  - (ii) Electricity was provided to all 45 households living in Panaf Sub Villages. Setting up of electricity poles started in 2015, and electrification was made possible by January 2017;
  - (iii) A water supply tank is currently being constructed;
  - (iv) One of their youth (Febriyanto son of Damaris Saketu ) recently attended a welding training held by PT. PAL in Surabaya for two weeks so that he could be hired by PLN;
  - (v) PLN already hired local people (about 38 people) residing near the project area (includes local people from Panaf Hamlet) as a project workers.
110. Most of the AHs used their compensation moneys for the repair or construction of their houses and/or purchased motorcycle or vehicle for public transportation. During the conduct of the DDR consultation, many new houses were evident within the community, mostly located in front of the old houses (see Figure 4). According to Pak Asmar (PLN UPP Timor-Project supervisor), some of Panaf residents hired by PLN as labor, resigned because they were busy building their own houses. Other detailed accounts are as follows:

- (i) Pak Yonas used his compensation to build a guest house consisting of about 10 rooms; which he plans to rent out to guests visiting the PLN project (Figure 5);
- (ii) Some build new kiosks (Figure 6); and
- (iii) Other save money for their children's education.





*Figure 4. Ongoing construction of Minfini homes located next to their existing homes*



*Figure 5. Ongoing construction of Pak Yonas' guest house*



*Figure 6. Ongoing construction of kiosks in front of Minfini residence*

## V. RESULTS, CONCLUSIONS AND WAY FORWARD

### A. Results and Discussions

111. Land acquisition for Kupang Peaker 2 has been acquired using procedures set forth in the Law No. 2/2012 on Land Acquisition for Development of Public Interest and its implementing regulations as well as the RCCDP. Project location determination was issued by the Kupang Governor in February 2017.

112. **Scope of impacts.** For AHs, it was confirmed by AHs and the Minfini leader that the parcel of land affected by Kupang Peaker 2 was occupied by 9 HH (sharecroppers) as mentioned in the RCCDP. The required land for Kupang Peaker 2 is 4 has taken from a proposed total land requirement of about 50 has for the whole PLN Complex that includes Kupang Peaker 1. The whole area is owned by the Minfini customary community. In the conduct of the IOL for Peaker 2, it was determined that a total of 43,100 m<sup>2</sup> (approximately 4 has) of land being cultivated by the Minfini would be affected. Under the DDR, this was not established since land acquisition was implemented for the whole 50 has and the 4 has under Kupang Peaker 2 was not isolated.

113. Table 8 shows the attempt to trace scope of impacts for Kupang Peaker 2 as done under the RCCDP.

**Table 8. Comparative Scope of Impacts and Unit Costs**

Items	RCCDP summary of impacts			LAIT summary of impacts		
	Unit	Unit Cost	Quantity	Unit	Unit Cost	Quantity
Affected persons	Person	-	720	Person	-	Not available
Affected households	HH	-	120	HH	-	No data
Affected Lands (Farmlands)- the farmlands are communally owned by the Minfini	m <sup>2</sup>	150,000 <sup>8</sup>	43,100.00	m <sup>2</sup>	61,947	No data
Sharecroppers	AH AP	-	9 41	AH	-	No data
Affected Secondary Structures						
Affected HHs	HH	-	6	HH	-	7
Number of affected secondary structures	Unit	-	6	Unit	-	7

<sup>8</sup> While differences in unit cost for land may be evident, the IOL conducted for the RCCDP only applied market rate sans the other parameters used by the Independent Appraiser.

Items	RCCDP summary of impacts			LAIT summary of impacts		
	Unit	Unit Cost	Quantity	Unit	Unit Cost	Quantity
Area of affected secondary structures	m2	500,000	69	m2	None; range was Rp120,000 - Rp600,000	No data
Trees/Timbers	Trees	based on affected trees	143	Trees	Same for all trees	10,483
	AH	-	120	AH	-	No data
Fruit Trees	Trees	based on type and age of trees	33	Trees	Based on type and age of trees	102
	AH	-	5	AH	-	8
Crops planted	m2	based on type of crops	55,450.00	m2	-	No data
	AH	-	9	AH		
Vulnerable AHs for Peaker 2	HH	-	6	HH		
Poor	HH	-	3	HH		
Elderly-headed	HH	-	1	HH		
Women elderly headed household	HH	-	4	HH		
Poor-elderly headed household	HH	-	2	HH		
Other vulnerable members of the Minfini for entire land (50 ha) considered vulnerable.	HH	-	114	HH		
Severely AHs for Peaker 2	HH	-	9	HH		

114. During the land acquisition implementation, there were no identified crops since at the time the DMS was carried out from April-May 2017, AHs had already harvested their crops. No crops were counted by LAIT. With respect to vulnerability, all Minfini were deemed vulnerable by PLN thus could access assistance and livelihood restoration regardless whether they are poor, single female headed household heads, and elderly as household heads.

115. **Consultation and Disclosure.** Consistent information was generated for this DDR that in the land acquisition implementation, PLN had observed meaningful consultation with the Minfini across stages – planning, preparation and implementation. All consultations were arranged and facilitated through the customary leaders. Consultations were open to all members, regardless of gender. Disclosure mechanisms were through consultations/meetings, newspaper, announcements posted at the church and Village Office – all in the local language. Public information booklets have not been finalized and distributed to date due to the updating of the RCCDP and the current draft PIB does not include mitigation measures related to social aspects. Further, the drafts will need to be translated to Helong, the local language, and disseminated to all the Minfini as AHs.

116. **Observance of Social Safeguards Policy Policies for the Project.** Table 9 provides the summary assessment of compliance to project policies under the RCCDP as embodied in the RCCDF. Land acquisition is deemed compliant to project policies.

**Table 9. Compliance to Project Policies**

Project Policy	At DDR
(i) Screen subproject components during early stages to identify involuntary resettlement impacts and risks as well as presence of customary communities and the likelihood of impacts on identified customary communities per project activity. These impacts and risks must be minimal. Appropriate social safeguards planning documents will be developed precisely and accurately as a result of a social assessment.	<b>Compliant.</b> Even at feasibility, screening and social assessment was already conducted by PLN.
(ii) Carry out culturally appropriate and gender-sensitive social impact assessment (SIA) to assess potential impacts on APs particularly with customary communities living in the project areas, and concerned NGO organizations. Inform all APs including customary communities on potential restriction to access to natural resources because of the project and ensure their participation in the project cycle.	<b>Compliant.</b> All assessment and consultations coursed through the customary leaders and conducted in the local language. Project benefits were closely linked to the identified community

Project Policy	At DDR
(iii) Conduct meaningful consultations with affected APs/customary communities to solicit their participation across the project cycle to (a) avoid adverse impacts or - issues of access restriction will be avoided as much as possible - when avoidance is not possible, to minimize, mitigate, or compensate for such effects; (b) develop project benefits for affected customary communities in a culturally appropriate manner; (c) provide culturally appropriate and gender inclusive capacity development; and (d) establish a culturally appropriate and gender inclusive GRM.	needs. GRM as applied by the Minfini was encouraged and respected.
(iv) In areas that affect customary lands, full consultation to generate consensus with customary communities will be upheld to define the areas with customary rights of the local people and reflect the issues in the social safeguards planning document with particular actions to protect or compensate customary communities.	
(v) Improve or at least restore the livelihood of the APs/customary communities through (a) land-based resettlement strategies or cash compensation; (b) prompt replacement of assets with equal or higher value; (c) prompt compensation at full replacement cost for lost assets that cannot be restored; and (d) additional revenues and services through benefit sharing schemes where possible.	<b>Compliant.</b> Compensation payment was observed through rates established by Independent Appraisers and agreed to by the Minfini. While the RCCDP had higher rates, the basis was not as thorough per methodologies applied by the Independent appraiser. CSR went beyond livelihood restoration. On the other hand, it was more inclined to infrastructure support, though several APs were already hired directly by PLN and other undergoing training to be later absorbed by PLN under the project. PLN still reviewing further assistance that is agri-based as described in the RCCDP. It is their contention that empowerment programs are more applicable since limited water supply greatly affects agricultural productivity and would stagnate income restoration to pre-project levels.
(vi) APs/customary communities shall be involved in resettlement and customary communities planning based on the SIA, and social safeguards planning documents will include a framework for continued consultation with the customary communities during project implementation and cover all appropriate mitigation measures to improve, or at least restore, the livelihoods of all APs/ customary communities, especially vulnerable groups so that the living standard of APs/customary communities do not become worse off compared to pre-project levels. Social safeguards planning documents should elaborate on culturally appropriate GRM, AP/customary communities' entitlements, strategy for income and livelihood restoration, including institutional arrangements, monitoring and evaluation, budgeting, and time-bound implementation schedule, and provide APs/customary communities with appropriate assistance.	
(vii) APs/customary communities without title or any recognizable legal rights to land are eligible for assistance and compensation for non-land assets at replacement cost. Particular attention will be paid to women, women-headed households, the elderly and other vulnerable persons.	<b>Compliant.</b> All opportunities are open to both genders and all Minfini are treated as vulnerable thus all possible assistance are accessible to all.
(viii) Disclose the draft social safeguards planning documents and its updates before subproject appraisal to the APs/customary communities and other stakeholders in an accessible place and a form and understandable language.	<b>Compliant.</b> All results at DMS and valuation were disclosed to the Minfini in a manner that is accessible to them.
(ix) The RCCDP will be conceived of as part of the project and related costs will be included in and financed out of the project cost.	NA
(x) Civil works and/or restrictions to use of land resources will not commence unless APs/customary communities are fully compensated and all other entitlements provided.	<b>Compliant.</b> All APs fully compensated since 21 June 2017.
(xi) Monitor implementation of the social safeguards planning documents; monitor and assess involuntary resettlement outcomes, their impacts on the standards of living of APs/customary communities, and also disclose the monitoring reports.	NA
(xii) Disclose monitoring reports.	NA

117. **Valuation and Compensation.** As stated above, the services of an Independent Appraiser was employed to determine unit rates of impacted assets. Unit rate for land was determined by appraisal and not through negotiation. Per records with BPN and PLN, the appraiser considered emotional loss (solatium), tax, market rate and administration cost.

118. **Livelihood Restoration.** PLN is aware and agrees that the vulnerable and severely AHs need livelihood/income restoration. PLN began with infrastructural needs, like electricity, water supply, and access road. The next cycles for CSR shall consider more training on agriculture/farming

specifically to improve their capability on corn and peanut cultivation and providing hand tractor for each AH (the draft of RCCDP have been shared both to Pak Taufik and Pak Greedy) to get their comment.

119. PLN, through UIP (Pak Taufik) is still undertaking assessment of water requirements for agricultural production especially since AHs only plant twice a year because of difficulties of water sources. Income from other sources to full fill basic needs are also being considered as alternative skills, such as training on welding and simple workshop. Possessing such skills will enable absorption to the PLN workforce.

120. PLN is greatly considering the proposed livelihood restoration measures as stipulated in the RCCDP since many of the AHs still want to continue with their farming activities. Alternative sources of livelihood like welding and auto repair according to the Minfini elders are most applicable for the youth.

121. **Minfini Satisfaction with Land Acquisition Compensation and Assistance.** The Minfini is very much satisfied with the compensation rates and the assistance provided them by PLN in both infrastructural needs and capacities for alternative livelihood that would ensure PLN hiring. Some have even stopped farming to work full time as security guard for PLN, undergone training on welding, and others are simply busy reconstructing their homes and putting up kiosks for later business prospects as well as a guest house to be rented out to PLN visitors and temporary workers.

## **B. Way Forward**

122. This due diligence confirms that PLN had been compliant with existing policies and principles related to involuntary resettlement and indigenous peoples at the time land acquisition for the whole Kupang Facility was implemented. What remains are implementation of other facets of the RCCDP like monitoring and upholding of meaningful consultations, disclosure, and observance of grievance redress particularly customary modalities.

123. Some urgent activities to date need to be addressed to establish full compliance, and these are as follows:

Activities	Schedule
Incorporate agri-based livelihood restoration for budget allocation through PLN-CSR	31 January 2018
Set up social safeguard monitoring and disclosure mechanisms and instruments with reference to the RCCDP; to include for monitoring of grievances	1 <sup>st</sup> quarter 2018
Disclosure of RCCDP and DDR – to be disclosed to AHs and posted in both the ADB and PLN project websites as prescribed in the RCCDP with PPT Division as responsible entity	28 February 2018

124. For these, PLN shall refer to the pertinent sections of the RCCDP.

## **APPENDICES**

### **Appendix 1. DDR Consultations (3-6 November 2017)**

#### **Persons Interviewed**

1. Taufik Anas, PLN UIP-HKP Division
2. Greedy, PLN Communication Official responsible for CSR
3. Manto, Head of Section Hubungan Hukum Pertanahan and BPN Kupang District-member of LAIT
4. Ardian, PLN-UPP Kupang

#### **Attendance of Minfini Customary Community to Consultations**

##### Kupang Peaker 2 AHs

1. Yonas Minfini (Head of Minfini Ethnic)
2. Barnabas Minfini
3. Usias Saketu
4. Markus Atable
5. Morid Tosi
6. Ibet Lowen
7. Apris Saketu (represented by his wife Mariana Saketu)
8. Lukas Saketu
9. Salmun Minfini

##### Non-Kupang Peaker 2 HHs

10. Joni Tosi (Head of Hamlet Panaf)
11. Nahasan Saketu
12. Meliana Saketu
13. Sara Saketu
14. Yopi Saketu
15. Yonias Tosi
16. Asmar (PLN UPP Kupang)
17. Ardian (PLN UPP Kupang)



### Photos During DDR Consultation



## Appendix 2. Pipeline of CSR Activities for 2017

### JADWAL DROPPING CSR & PELAKSANAAN PROGRAM PT PLN (Persero) UNIT INDUK PEMBANGUNAN NUSA TENGGARA TAHUN ANGGARAN 2017

Nama Unit : PT PLN (Persero) UNIT INDUK PEMBANGUNAN NUSA TENGGARA  
 Nama Program : NUSA TERANG BENDERANG DAN NUSA TERANG TERUS  
 PIC AZK : MARTHA LOVINA  
 PIC CSR : HARI SUSANTO  
 Besaran Dana : Rp 585,000,000

No.	Nama Aksi Program	Lokasi			UNIT	Jenis Bantuan					PENYALURAN TRIWULAN III	JULI				AGUSTUS				SEPTEMBER			
		Desa	Kec./Kab.	Provinsi		Bantuan pendidikan / pelatihan	Bantuan peningkatan kesehatan	Bantuan pembangunan prasarana dan/atau sarana umum	Bantuan sarana ibadah	Bantuan pelestarian alam	Pengentasan Kemiskinan	I	II	III	IV	I	II	III	IV	I	II	III	IV
53	Bantuan Gereja	Desa Lifeleho	Kupang	NTT	UPP TIMOR				30,000,000			30,000,000											
54	Bantuan Masjid	Desa Lifeleho	Kupang	NTT	UPP TIMOR				30,000,000			30,000,000											
55	Pembangunan MCK	Desa Lifeleho	Kupang	NTT	UPP TIMOR			60,000,000				60,000,000											
56	Pembangunan MCK	Nonohanis	Soe	NTT	UPP TIMOR			60,000,000				60,000,000											
57	Pembangunan Rumah Ibadah Gereja	Nonohanis	Soe	NTT	UPP TIMOR				40,000,000			40,000,000											
58	Pembangunan PAUD	Kupang	Kupang	NTT	UPP TIMOR	20,000,000						20,000,000											
59	Pembangunan tempat Ibadah Gereja	Kupang	Kupang	NTT	UPP TIMOR				40,000,000			40,000,000											
60	Pembangunan Rumah Ibadah Gereja	Onatali	Rote Ndao	NTT	UPP TIMOR				40,000,000			40,000,000											
61	Pembangunan PAUD	Onatali	Rote Ndao	NTT	UPP TIMOR	20,000,000						20,000,000											
62	Pembangunan jalan masuk desa	Onatali	Rote Ndao	NTT	UPP TIMOR			10,000,000				10,000,000											
63	Pembangunan Rumah Ibadah Masjid	Fanating	Alor	NTT	UPP TIMOR				40,000,000			40,000,000											
64	Pembangunan PAUD	Fanating	Alor	NTT	UPP TIMOR	20,000,000						20,000,000											
65	Pembangunan MCK	Fanating	Alor	NTT	UPP TIMOR			60,000,000				60,000,000											



**JADWAL DROPPING CSR & PELAKSANAAN PROGRAM**  
**PT PLN (Persero) UNIT INDUK PEMBANGUNAN NUSA TENGGARA**  
**TAHUN ANGGARAN 2017**

Nama Unit : PT PLN (Persero) UNIT INDUK PEMBANGUNAN NUSA TENGGARA  
 Nama Program : NUSA TERANG BENDERANG DAN NUSA TERANG TERUS  
 PIC AZK : MARTHA LOVINA  
 PIC CSR : HARI SUSANTO  
 Besaran Dana : Rp 585,000,000

No.	Nama Aksi Program	Lokasi			Jenis Bantuan							PENYALURAN TRIWULAN III	JULI				AGUSTUS				SEPTEMBER			
		Desa	Kec./Kab.	Provinsi	UNIT	Bantuan pendidikan / pelatihan	Bantuan peningkatan kesehatan	Bantuan pengembangan prasarana dan/atau sarana umum	Bantuan sarana ibadah	Bantuan pelestarian alam	Pengentasan Kemiskinan		I	II	III	IV	I	II	III	IV	I	II	III	IV
69	Perbaikan kantor desa	hambaparing	waingapu	NTT	UPP TIMOR/ UIP			25,000,000				25,000,000												
70	Pembangunan Rumah Ibadah Gereja	hambaparing	waingapu	NTT	UPP TIMOR/ UIP				30,000,000			30,000,000												
71	Pembangunan MCK	hambaparing	waingapu	NTT	UPP TIMOR/ UIP			60,000,000				60,000,000												
	Penanaman Pohon									UPP TIMOR	25,000,000													
TOTAL											560,000,000	585,000,000												

### Appendix 3. Letter Issuance to Constitute and Delegate LAIT for PLTMU Timor and PLTMG Kupang



#### GUBERNUR NUSA TENGGARA TIMUR

Kupang, 10 Juni 2016

Nomor : Pem.593/28/I/2016  
Sifat : Penting.  
Lampiran : —  
Hal : Pendelegasian Kewenangan Pelaksanaan Persiapan Pengadaan Tanah Bagi Pembangunan Untuk Kepentingan Umum (Pembangunan PLTU Timor I kapasitas 2 x 25 MW dan PLTMG Kupang *Peaker* Kapasitas 40 MW)

Kepada  
Yth. Bupati Kupang  
di-  
OELAMASI

Sehubungan dengan Surat General Manager PT. PLN Unit Induk Pembangunan XI Nomor: 0902/KON.00.02/UIP XI/2015 tanggal 15 Oktober 2015 perihal Permohonan Penetapan Lokasi dan Pengadaan Tanah Untuk Pembangunan PLTU Timor 1 dan PLTMG Kupang, maka dengan ini disampaikan hal-hal sebagai berikut:

1. Pada prinsipnya Pemerintah Provinsi Nusa Tenggara Timur sangat mendukung upaya General Manager PT. PLN (Persero) Unit Induk Pembangunan XI dalam rangka Pembangunan PLTU Timor I kapasitas 2 x 25 MW dan PLTMG Kupang *Peaker* Kapasitas 40 MW yang terletak di Dusun Panaf Desa Lifuleo Kecamatan Kupang Barat Kabupaten Kupang guna peningkatan kualitas pelayanan kepada masyarakat.
2. Sesuai Dokumen Perencanaan Pengadaan Tanah Untuk Pembangunan Bagi Kepentingan Umum (Pembangunan PLTU Timor I kapasitas 2 x 25 MW dan PLTMG Kupang *Peaker* Kapasitas 40 MW) di Dusun Panaf Desa Lifuleo Kecamatan Kupang Barat Kabupaten Kupang, luas tanah yang dibutuhkan adalah 500.000 m<sup>2</sup> (50 Ha) dengan total anggaran yang dibutuhkan untuk membebaskan lahan dimaksud sebesar Rp.50.000.000.000,- (Lima Puluh Milyar Rupiah) biaya ganti rugi dibebankan kepada Pemegang Kuasa Usaha Ketenagalistrikan dan Pemegang Izin Usaha Ketenagalistrikan PT. PLN (Persero) Unit Induk Pembangunan XI.
3. Bahwa pasal 47 Peraturan Presiden Nomor 148 Tahun 2015 tentang Perubahan Keempat Atas Peraturan Presiden Nomor 71 Tahun 2012 tentang Penyelenggaraan Pengadaan Tanah Bagi Pembangunan untuk Kepentingan Umum menyatakan bahwa:
  - (1) Gubernur dapat mendelegasikan kewenangan pelaksanaan persiapan Pengadaan Tanah bagi pembangunan untuk kepentingan umum kepada Bupati/Walikota berdasarkan pertimbangan efisiensi, efektifitas, kondisi geografis, sumber daya manusia, dan pertimbangan lainnya, dalam waktu paling lama 5 (lima) hari kerja sejak diterimanya dokumen Perencanaan Pengadaan Tanah;
  - (2) Dalam hal Gubernur mendelegasikan kewenangan kepada Bupati/Walikota sebagaimana dimaksud pada ayat (1), bupati/walikota

membentuk Tim Persiapan dalam waktu paling lama 5 (lima) hari kerja sejak diterimanya pendelegasian;

- (3) Pelaksanaan persiapan Pengadaan Tanah bagi pembangunan untuk kepentingan umum sebagaimana dimaksud pada ayat (1), dilakukan secara mutatis mutandis sesuai pasal 9 sampai dengan pasal 46.
4. Berdasarkan angka 3 (tiga) di atas, maka dalam rangka efisiensi dan efektifitas pelaksanaan kegiatan persiapan pengadaan tanah bagi Pembangunan PLTU Timor I kapasitas 2 x 25 MW dan PLTMG Kupang *Peaker* Kapasitas 40 MW di Dusun Panaf Desa Lifuleo Kecamatan Kupang Barat Kabupaten Kupang, Gubernur Nusa Tenggara Timur mendelegasikan kewenangan pelaksanaan persiapan pengadaan tanah untuk Pembangunan PLTU Timor I kapasitas 2 x 25 MW dan PLTMG Kupang *Peaker* Kapasitas 40 MW yang terletak di Dusun Panaf Desa Lifuleo Kecamatan Kupang Barat Kabupaten Kupang seluas 50 Ha kepada Bupati Kupang.
  5. Dalam rangka pelaksanaan persiapan pengadaan tanah dimaksud, agar mempedomani Undang - Undang Nomor 2 Tahun 2012 tentang Pengadaan Tanah Bagi Pembangunan Untuk Kepentingan Umum, Peraturan Presiden Nomor 71 Tahun 2012 tentang Penyelenggaraan Pengadaan Tanah Bagi Pembangunan Untuk Kepentingan Umum, sebagaimana telah diubah beberapa kali, terakhir dengan Peraturan Presiden Nomor 148 Tahun 2015 tentang perubahan keempat atas Peraturan Presiden Nomor 71 Tahun 2012 tentang Penyelenggaraan Pengadaan Tanah Bagi Pembangunan Untuk Kepentingan Umum.
  6. Selama melaksanakan persiapan pengadaan tanah untuk Pembangunan PLTU Timor I kapasitas 2 x 25 MW dan PLTMG Kupang *Peaker* Kapasitas 40 MW dimaksud, agar tetap memperhatikan kearifan lokal yang ada dengan tetap melibatkan pihak - pihak terkait baik di Provinsi Nusa Tenggara Timur maupun di Kabupaten Manggarai Barat sehingga hasil pelaksanaannya tidak menimbulkan masalah dikemudian hari.
  7. Melaporkan setiap perkembangan pelaksanaan persiapan Pengadaan Tanah Untuk Pembangunan PLTU Timor I kapasitas 2 x 25 MW dan PLTMG Kupang *Peaker* Kapasitas 40 MW kepada Gubernur Nusa Tenggara Timur.

Demikian penyampaian ini, atas perhatian dan kerjasama yang baik disampaikan terima kasih.



FRANS LEBU RAYA

Tembusan:

1. Wakil Gubernur Nusa Tenggara Timur di Kupang;
2. Ketua DPRD Provinsi Nusa Tenggara Timur di Kupang;
3. Kepala Kantor Wilayah BPN Provinsi NTT di Kupang;
4. General Manager PT.PLN (Persero) Unit Induk Pembangunan XI di Mataram;
5. Ketua DPRD Kabupaten Kupang di Oelasa;
6. Kepala Kantor BPN Kabupaten Kupang di Oelamasi.

Jalan Basuki Rahmat No. 1, Kupang 85111

Telp: (0380) 30382/832697/831234 PSW, 143,151,137,126,135 - Faks: (0380) 833624 Website: [nttprov.go.id](http://nttprov.go.id)

#### Appendix 4: Minutes of the Joint Inspection - PLN UIP Survey Team and Minfini

##### BERITA ACARA PENGECEKAN BERSAMA

Tanggal : Rabu, 28 September 2016  
Tempat : Rumah Bapak Paulus Saketu  
Daftar hadir : Terlampir

Pada tanggal 28 September 2016 telah dilakukan pengecekan lahan bersama rencana pembangunan PLTU dan PLTMS Kupang di Dusun 04, Desa Lipuleo, Kecamatan Kupang Barat antara pihak PT. PLN (Persero), tokoh masyarakat, tokoh adat dan para pemilik lahan dengan hasil sebagai berikut :

1. Lahan untuk rencana lokasi pembangkit (PLTU dan PLTMS) seluas  $\pm$  40 hektar tidak terdapat pemukiman, gereja dan kuburan.
2. Tokoh masyarakat, tokoh adat dan para pemilik lahan menyampaikan bahwa pada prinsipnya mendukung dan menerima rencana pembangunan pembangkit (PLTU dan PLTMS) di Dusun 04, Desa Lipuleo, Kec. Kupang Barat.
3. Pemilik lahan bersedia lahannya untuk dibebaskan oleh tim pemerintah dengan cara ganti rugi dengan luas  $\pm$  40 hektar.
4. Pemilik lahan belum menyetujui rencana lokasi untuk pembangunan ash yard dengan luas  $\pm$  10 hektar dan meminta kepada pihak PT. PLN (Persero) untuk mempertimbangkan kembali rencana untuk lokasi pembangunan ash yard tersebut.

PT. PLN UIP NUSAA



Wakil Pemilik



P.T. PLN UIP NTT



Pejabat Asli





**DAFTAR HADIR**  
**PENINJAUAN LOKASI (PATOK) RENCANA PEMBANGUNAN PLTMG DAN PLTU DI DUSUN**  
**PANAF DESA LIFULEO KECAMATAN KUPANG BARAT**

Hari / Tgl : KAMIS, 28 SEPTEMBER 2016

Jam : 09.30 Wita s/d selesai

Tempat : RUANG RAPAT KANTOR PLTU BOLOK - NTT


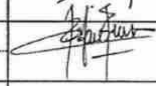
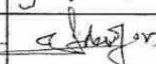


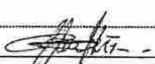

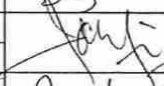
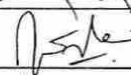




NO	N A M A	PEKERJAAN	No. HP	TANDA TANGAN
1	Belkharminu Mimi	PLN WOTNT	081353803200	
2	Yonny Minfimi			
3	DEMAS Minfimi			
4	YONIAS Y- TOSI	KADUS IV PANAF	081353269738	
5	Lukas- Saketu		082339244283	
6	ONI - SAKETU			
7	Alex Minfimi			
8	Alvin Saketu	Petani masyarakat		
9	Oktav A. Saketu	Petani masyarakat	085858103762	
10	DOMINGGUS MINFIMI			
11	ISAH SAKETU	FAKRI		
12	NAHASON SAKETU	PETANI		
13	KORNELIS Saketu	Petani		
14	Markus Atebela	Petani		
15	LUTHER SAKETU	Petani		

**DAFTAR HADIR**  
**PENINJAUAN LOKASI (PATOK) RENCANA PEMBANGUNAN PLTMG DAN PLTU DI DUSUN**  
**PANAF DESA LIFULEO KECAMATAN KUPANG BARAT**

Hari / Tgl : KAMIS, 28 SEPTEMBER 2016

Jam : 09.30 Wita s/d selesai

Tempat : RUANG RAPAT KANTOR PLTU BOLOK - NTT

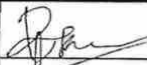

NO	N A M A	PEKERJAAN	No. HP	TANDA TANGAN
16	Jopi Sakam	petani		
17	Yusuf - Muntini	II - - II -		
18	Joel - Saketu	II - - II		J.S
19	Obet MUNTINI	II - - II		
20	Thomas Tasi	petani		
21	marlus Saketu	- I -		
22	USIAS - SAKETU	- II -		U.S -
23	Paulus Saketu			
24	Dameal Saketu	- I -		P.S
25	TAUFIQ. A.	PLN UIP NUSA.	001339103 863	
26	Welem Ferdinan	PLN PUSENLIS	0813 8109 2790	
27	RUSTAM	PLN KUPANG	081338490222	
28	SARWEDI BUTAR BUTAR	PLN PUSENLIS	0852 21506776	
29	Sulaiman	PLN WIL NTT	081 246 92 851	
30	Putu Ulocum	PLN UPP TIME	081 1201 189	

**DAFTAR HADIR**  
**PENINJAUAN LOKASI (PATOK) RENCANA PEMBANGUNAN PLTMG DAN PLTU DI DUSUN**  
**PANAF DESA LIFULEO KECAMATAN KUPANG BARAT**

Hari / Tgl : KAMIS, 28 SEPTEMBER 2016

Jam : 09.30 Wita s/d selesai

Tempat : RUANG RAPAT KANTOR PLTU BOLOK - NTT

NO	N A M A	PEKERJAAN	No. HP	TANDA TANGAN
31	bernabas minzini	Petani		
32	Bayu Septegri	PLN UPQ TIMOR		
33				
34				
35				
36				
37				
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40				
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42				
43				
44				
45				



## Appendix 5: Minutes of 18 October 2016 Public Consultation

### BERITA ACARA SOSIALISASI


Tanggal : Selasa, 18 Oktober 2016  
Tempat : Gerya  
Daftar hadir : Terlengkap

Pada tanggal 18 Oktober 2016 telah dilakukan sosialisasi rencana pembangunan PLTM dan PLTU di Dusun Paraf, Desa Lipulew, Kecamatan Kupang Barat, Kabupaten Kupang antara pihak PT. PLT (Persero), Camat Kupang Barat, Kepala Desa Lipulew, Pemerintah Kabupaten Kupang, tokoh masyarakat, tokoh adat dan para pemilik lahan dengan hasil sebagai berikut :

1. PT. PLT melalui pemerintah Kabupaten Kupang telah menyampaikan rencana PLT untuk memanfaatkan tanah di Dusun Paraf, Desa Lipulew, Kecamatan Kupang Barat Kabupaten Kupang kepada warga masyarakat / pemilik tanah untuk pembangunan PLTM / PLTU seluas ± 45 hektar.
  2. Masyarakat / pemilik tanah menyatakan menyetujui tanahnya dibebaskan untuk kepentingan pembangunan PLTM / PLTU tersebut.
  3. Pemerintah Kabupaten Kupang berjanji akan mempergunakan masyarakat / pemilik tanah dan PLT dengan Bupati Kupang (waktu dan tempat akan diinformasikan kemudian).
- Demikian Berita Acara ini dibuat untuk dipertanggungjawabkan sebagai mana mestinya.

Dusun Paraf Desa Lipulew  
Kabupaten Kupang

PT. PLT (Persero) / UCP MUSA

  
Amiruddin Rindang



Wakil Pemilik

Yous Minfani




2. Bernabaz Minfani

C. S

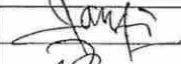
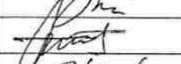

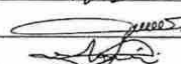
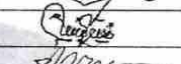


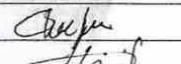
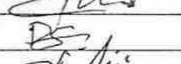
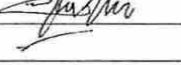



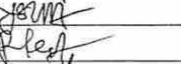










3. Usias Sabetu

Mengatakan,  
Camat Kupang Barat

  
Yusuf

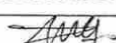
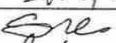
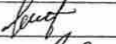
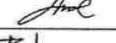


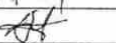
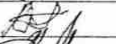




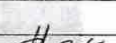

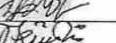
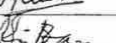
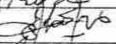

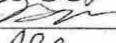
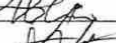

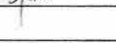


	PT PLN (Persero)	No.Dokumen	
	UNIT PELAKSANA PROYEK	Edisi/Revisi	01/00
	PEMBANGKIT DAN JARINGAN TIMOR	Tanggal	18 Oktober 2016
		Halaman	1 dari 1
DAFTAR HADIR			

Tanggal	: 18 Oktober 2016
Waktu	: 09.00 WITA - selesai
Tempat	: Dusun Panaf Desa Lifuleo Kecamatan Kupang Barat Kab. Kupang
Acara	: Pertemuan Terkait Rencana Pembangunan PLTMG Kupang Peaker

NO	NAMA	JABATAN	NO.TELP / EMAIL	TANDA TANGAN
1.	TAUFID . A.	PLN UIP MSPA		
2.	JONI LEATI	DPP	081379115656	
3	Junus NINFINI	PETANI		
4	Yohan Julius Tui	Kades Lifuleo	08523942179	
5	ARITANUEL . Tosi	-		
6	LUKAS . SAKETU	NITNEO -	082.339244242	
7	Yonas . minfini	KRTUA . SAKU	- II	
8-	Alex Minfini	NITNEO	RT 12 RW 1-	
9	Barnabas . minfini	panap -		
10	Filipus - saketu	panap -		
11	DOMINGGUS MINFINI	NITNEO	RT - 12 RW-01	
12	RINTO MINFINI	PETANI	085338949013	
13	ARKILAS MINFINI	PETANI		
14	SALIMUN MINFINI	PETANI		
15	DANIAL SAKETU	PETANI		
16	Yohani P. Minfini	- II	- II -	
17	USIAS . SAKETU	PANAF		
18	NINGUS . MINFINI	NITNEO		
19	LAHASAR . SAKETU	PANAF		
20	APRIS . SAKETU	- II -		
21	LENORA . SAKETU	PANAF		
22	ELISABET . SAKETU . TOSI	- II -		
23.	JULIANA . SAKETU	PANAF		
24.	PIPERA . SAKETU B	PANA		
25.	DAMARIS . SAKETU	- II -		
26.	NAOMI . TOSI	- II -		

	PT PLN (Persero)	No.Dokumen	
	UNIT PELAKSANA PROYEK	Edisi/Revisi	01/00
	PEMBANGKIT DAN JARINGAN TIMOR	Tanggal	18 Oktober 2016
		Halaman	2 dari 1

#### DAFTAR HADIR

NO	NAMA	JABATAN	NO.TELP / EMAIL	TANDA TANGAN
27	Yopi Saka			
28	Sarah Saka			
29	Markus Saka	Petani		
30	Hia Saka	- / -		
31	APPA MINFINI	- / -		
32	David Saka	- / -		
33	ASER - MINFINI	- / -		
34	GIDEON MINFINI	- / -		
35	Markus Atebella			
36	Paulus Saka	Rw 0.6		
37	Djoni Lwi	DPP		
38	XUSAN ULIN	Consent	085253156656	
39	DELMON SIATKAN	PLW USP TIMOR	081344159034	
40	Yotap. MINTINI	pemilik lahan	081239 248990	
41	Bernabas pengun			
42	Cornelius Tosi	pemilik lahan	085 239 286401	
43	Ibet. Lowen.	paraf		
44	Thomas Tosi	Tokoh masy.		
45	ONI - Saka	tani		
46	Yusuf Minfini	Nit Neo	petani	
47	TOSIAS - MINFINI	NITNEO	08214667006	
48	DEMAS - MINFINI	NITNEO		
49	MARTEN - TOSCI	PENAF		
50	AMIRUDDIN KINTINE	PLN	08127000 525	
51	Bayu Septen	PLN	08128941 000	

## Appendix 6: Project Location Determination



PROVINSI NUSA TENGGARA TIMUR

KEPUTUSAN BUPATI KUPANG  
NOMOR : 33/KEP/HK/2017

TENTANG

LOKASI RENCANA PEMBANGUNAN PEMBANGKIT LISTRIK TENAGA UAP  
(PLTU) TIMOR 1 KAPASITAS 100 MW DAN PEMBANGKIT LISTRIK TENAGA  
MESIN GAS (PLTMG) KUPANG PEAKER KAPASITAS 40 MW  
DI DESA LIFULEO KECAMATAN KUPANG BARAT  
KABUPATEN KUPANG

BUPATI KUPANG,

- Menimbang :
- a. bahwa dalam upaya untuk memenuhi kebutuhan energi listrik masyarakat dan menambah pasokan energi pada saat beban puncak di Pulau Timor diperlukan Pembangkit Listrik Tenaga Uap (PLTU) Timor 1 Kapasitas 100 MW dan Pembangkit Listrik Tenaga Mesin Gas (PLTMG) Kupang Peaker Kapasitas 40 MW;
  - b. bahwa dalam rangka pembangunan Pembangkit Listrik Tenaga Uap Timor (PLTU) Timor 1 Kapasitas 100 MW dan Pembangkit Listrik Tenaga Mesin Gas (PLTMG) Kupang Peaker Kapasitas 40 MW diperlukan persiapan pengadaan tanah;
  - c. bahwa seluruh kawasan rencana Pembangunan Pembangkit Listrik Tenaga Uap Timor (PLTU) Timor 1 Kapasitas 100 MW dan Pembangkit Listrik Tenaga Mesin Gas (PLTMG) Kupang Peaker Kapasitas 40 MW di Desa Lifuleo Kecamatan Kupang Barat Kabupaten Kupang telah dilakukan Pendataan Awal Lokasi;

⌘



- d. bahwa telah terjadi kesepakatan dari pihak yang berhak terhadap Lokasi Rencana Pembangunan Pembangkit Listrik Tenaga Uap (PLTU) Timor 1 Kapasitas 100 MW dan Pembangkit Listrik Tenaga Mesin Gas (PLTMG) Kupang Peaker Kapasitas 40 MW sebagaimana dimaksud pada huruf c, dengan dituangkannya dalam Berita Acara Kesepakatan.
- e. bahwa berdasarkan pertimbangan sebagaimana dimaksud huruf a, huruf b, huruf c, dan huruf d perlu ditetapkan dengan Keputusan Bupati Kupang.

Mengingat : 1. Undang-Undang Nomor 69 Tahun 1958 tentang Pembentukan Daerah-Daerah Tingkat II dalam wilayah Daerah-daerah Tingkat I Bali, Nusa Tenggara Barat dan Nusa Tenggara Timur (Lembaran Negara Republik Indonesia Tahun 1958 Nomor 122, Tambahan Lembaran Negara Republik Indonesia Nomor 1655);

2. Undang-Undang Nomor 23 Tahun 2014 tentang Pemerintahan Daerah (Lembaran Negara Republik Indonesia Tahun 2014 Nomor 244, Tambahan Lembaran Negara Republik Indonesia Nomor 5587), sebagaimana telah beberapa kali diubah terakhir dengan Undang-Undang Nomor 9 Tahun 2015 tentang Perubahan Kedua atas Undang-Undang Nomor 23 Tahun 2014 tentang Pemerintahan Daerah (Lembaran Negara Republik Indonesia Tahun 2015 Nomor 58, Tambahan Lembaran Negara Republik Indonesia Nomor 5679);

3. Undang-Undang Nomor 2 Tahun 2012 tentang Pengadaan Tanah Bagi Pembangunan Untuk Kepentingan Umum (Lembaran Negara Republik Indonesia Tahun 2012 Nomor 22, Tambahan Lembaran Negara Republik Indonesia Nomor 5280);

f

4. Peraturan Pemerintah Nomor 38 Tahun 2007 tentang Pembagian Urusan Pemerintahan Antara Pemerintah, Pemerintahan Daerah Provinsi dan Pemerintahan Daerah Kabupaten/Kota (Lembaran Negara Republik Indonesia Tahun 2007 Nomor 82, Tambahan Lembaran Negara Republik Indonesia Nomor 4737);
5. Peraturan Presiden Nomor 71 Tahun 2012 tentang Penyelenggaraan Pengadaan Tanah Bagi Pembangunan Untuk Kepentingan Umum (Lembaran Negara Republik Indonesia Tahun 2014 Nomor 156) sebagaimana telah diubah beberapa kali terakhir dengan Peraturan Presiden Republik Indonesia Nomor 148 Tahun 2015 tentang Perubahan Keempat Atas Peraturan Presiden Nomor 71 Tahun 2012 tentang Penyelenggaraan Pengadaan Tanah Bagi Pembangunan Untuk Kepentingan Umum (Lembaran Negara Republik Indonesia Tahun 2016 Nomor 366);
6. Keputusan Kepala Badan Pertanahan Nasional Republik Indonesia Nomor 2 Tahun 2003 tentang Norma dan Standar Mekanisme Ketatalaksanaan Kewenangan Pemerintah di Bidang Pertanahan yang dilaksanakan oleh Pemerintah Kabupaten/Kota;
7. Peraturan Daerah Kabupaten Kupang Nomor 6 Tahun 2016 tentang Pembentukan dan Susunan Perangkat Daerah Kabupaten Kupang (Lembaran Daerah Kabupaten Kupang Tahun 2016 Nomor 6, Tambahan Lembaran Daerah Kabupaten Kupang Nomor 011);

Ⓟ

MEMUTUSKAN :

Menetapkan : KEPUTUSAN BUPATI TENTANG LOKASI RENCANA PEMBANGUNAN PEMBANGKIT LISTRIK TENAGA UAP (PLTU) TIMOR 1 KAPASITAS 100 MW DAN PEMBANGKIT LISTRIK TENAGA MESIN GAS (PLTMG) KUPANG PEAKER KAPASITAS 40 MW DI DESA LIFULEO KECAMATAN KUPANG BARAT KABUPATEN KUPANG.

KESATU : Lokasi Rencana Pembangunan Pembangkit Listrik Tenaga Uap (PLTU) Timor 1 Kapasitas 100 MW dan Pembangkit Listrik Tenaga Mesin Gas (PLTMG) Kupang Peaker Kapasitas 40 MW terletak di Dusun Panaf Desa Lifuleo Kecamatan Kupang Barat Kabupaten Kupang.

KEDUA : Lokasi Rencana Pembangunan Pembangkit Listrik Tenaga Uap (PLTU) Timor 1 Kapasitas 100 MW dan Pembangkit Listrik Tenaga Mesin Gas (PLTMG) Kupang Peaker Kapasitas 40 MW di Dusun Panaf Desa Lifuleo Kecamatan Kupang Barat Kabupaten Kupang seluas  $\pm 500.000 \text{ M}^2$  (lima ratus ribu meter persegi) telah dilakukan pendataan awal lokasi, survey, pemetaan dan pengukuran dengan batas-batas sebagai berikut :

- a. Utara berbatasan dengan : Laut dan tanah Suku Minfini
- b. Selatan berbatasan dengan : Tanah Suku Minfini
- c. Timur berbatasan dengan : Tanah Suku Minfini
- d. Barat berbatasan dengan : Tanah Suku Minfini

KETIGA : Peta Lokasi Rencana Pembangunan Pembangkit Listrik Tenaga Uap (PLTU) Timor 1 Kapasitas 100 MW dan Pembangkit Listrik Tenaga Mesin Gas (PLTMG) Kupang Peaker Kapasitas 40 MW sebagaimana dimaksud dalam Diktum KESATU adalah sebagaimana tercantum dalam Lampiran Keputusan ini.

f



- KEEMPAT : Rencana Pembangunan Pembangkit Listrik Tenaga Uap (PLTU) Timor 1 Kapasitas 100 MW dan Pembangkit Listrik Tenaga Mesin Gas (PLTMG) Kupang Peaker Kapasitas 40 MW sebagaimana dimaksud dalam Diktum KESATU terdiri atas :
- a. Regas Plant
  - b. PLTMG Kupang Peaker
  - c. Ash Yard
  - d. PLTU Timor 1
  - e. Coal Yard
- KELIMA : Pelaksanaan Persetujuan Penetapan Lokasi sebagaimana dimaksud dalam Diktum KEDUA dilakukan dengan syarat dan ketentuan sebagai berikut :
- a. perolehan hak atas tanah melalui Pelaksanaan Pengadaan Tanah oleh Tim Pelaksana pada Kantor Pertanahan Kabupaten Kupang dilakukan sesuai dengan ketentuan Peraturan Perundang-undangan;
  - b. apabila perolehan hak atas tanah telah selesai dilaksanakan segera mengajukan permohonan hak atas tanahnya sampai dikeluarkan sertifikat hak atas tanah atas nama instansi induknya, dan
  - c. pelaksanaan pembangunan fisik melibatkan tenaga kerja dan masyarakat disekitar lokasi pembangunan.
- KEENAM : Penetapan Lokasi Rencana Pembangunan sebagaimana dimaksud dalam Diktum KESATU, berlaku untuk jangka waktu 2 (dua) tahun sejak ditandatanganinya Keputusan ini dan dapat diperpanjang 1 (satu) kali untuk paling lama 1 (satu) tahun.
- KETUJUH : Segala biaya yang dikeluarkan sebagai akibat ditetapkannya Keputusan ini dibebankan pada Anggaran PT. PLN (Persero) Unit Induk Pembangunan Nusa Tenggara.

f

KELIMA : Keputusan ini mulai berlaku pada tanggal ditetapkan dengan ketentuan akan ditinjau kembali apabila di kemudian hari ternyata terdapat kekeliruan dalam penetapannya.

Di tetapkan di Oelamasi  
pada tanggal 6 Februari 2017



Tembusan Keputusan ini disampaikan dengan hormat kepada :

1. Gubernur Nusa Tenggara Timur di Kupang;
2. General Manager PT. PLN (Persero) Unit Induk Pembangunan XI di Mataram;
3. Ketua DPRD Kabupaten Kupang di Oelamasi;
4. Kepala Bappeda Kabupaten Kupang di Oelamasi;
5. Kepala Dinas Pekerjaan Umum dan Perumahan Rakyat Kabupaten Kupang di Oelamasi;
6. Inspektur Inspektorat Daerah Kabupaten Kupang di Oelamasi;
7. Kepala Dinas PPKAD Kabupaten Kupang di Oelamasi;
8. Kepala Bagian Hukum Setda Kabupaten Kupang di Oelamasi;
9. Kepala Bagian Pemerintahan Setda Kabupaten Kupang di Oelamasi;
10. General Manager PT. PLN (Persero) Wilayah Nusa Tenggara Timur di Kupang;
11. Manager PT. PLN (Persero) UPP Timor Kupang di Kupang;
12. Kepala Kantor Pertanahan Kabupaten Kupang di Oelamasi;
13. Camat Kupang Barat di Batakte;
14. Kepala Desa Lifuleo di Panaf.



## Appendix 7: Request for Implementation of Land Acquisition



PT PLN (Persero)  
UNIT INDUK PEMBANGUNAN NUSA TENGGARA

Jalan Yos Sudarso No. 2A Mataram 83114  
Telepon. : (0370) 621732, 621733

Facsimile : (0370) 621734

Nomor : 001 / KIT.02.03 / UIP NUSRA / 2017  
Lampiran : 3 (tiga) set  
Sifat : Segera  
Perihal : Pengajuan Pelaksanaan Pengadaan  
Tanah Bagi Pembangunan Untuk  
Kepentingan Umum Lokasi PLTU Timor 1 100 MW  
dan PLTMG Kupang Peaker 40 MW

3 Maret 2017

Kepada :

Kantor Pertanahan  
Kab. Kupang  
di.  
OELAMASI

u.p Yth. Kepala Kantor,

Menunjuk Keputusan Bupati Kupang No. 33/KEP/HK/2017 Tentang Lokasi Rencana Pembangunan Pembangkit Listrik Tenaga Uap (PLTU) Timor 1 Kapasitas 100 MW Dan Pembangkit Listrik Tenaga Mesin Gas (PLTMG) Kupang Peaker Kapasitas 40 MW di Desa Lifuleo Kecamatan Kupang Barat Kabupaten Kupang dan Menunjuk Keputusan Kepala Kantor Wilayah Badan Pertanahan Nasional Provinsi Nusa Tenggara Timur No. 74/ KEP-53.300.II/III /2016 Tentang Penugasan Kepala Kantor Pertanahan Kabupaten Kupang sebagai Ketua Pelaksana Pengadaan Tanah, dengan ini kami mengajukan pelaksanaan pengadaan tanah bagi pembangunan untuk kepentingan umum lokasi pembangunan Pembangkit Listrik Tenaga Uap (PLTU) Timor#1 (100 MW) dan Pembangkit Listrik Tenaga Mesin Gas (PLTMG) Kupang Peaker (40 MW), Kabupaten Kupang, Provinsi Nusa Tenggara Timur.

Sebagai kelengkapan pengajuan pelaksanaan pengadaan tanah tersebut di atas, dengan ini kami sampaikan sebagai berikut :

1. Foto copy Keputusan Penetapan Lokasi;
2. Dokumen Perencanaan Pengadaan tanah;
3. Data awal Pihak yang berhak dan objek Pengadaan Tanah;

Demikian disampaikan, atas perhatian dan kerjasamanya diucapkan terima kasih.



Tembusan Yth. :

1. GUBERNUR NUSA TENGGARA TIMUR
2. DIR REG SNT PT PLN (PERSERO)
3. TP4D KEJAKSAAN TINGGI NTT
4. KEPALA KANTOR WILAYAH BPN NTT
5. BUPATI KUPANG
6. PT PLN (PERSERO) WILAYAH NUSA TENGGARA TIMUR
7. PT PLN (PERSERO) UPP TIMOR

Model 1003



PT PLN (Persero)

UNIT INDUK PEMBANGUNAN NUSA TENGGARA

Jalan Yos Sudarso No. 2A Mataram 83114

Telepon. : (0370) 621732, 621733

Facsimile : (0370) 621734

Nomor : 0284/KON.00.01/UIP NUSRA/2017 06 Maret 2017  
Sifat : Penting  
Lampiran : 1 (satu) lembar  
Perihal : Usulan Penetapan KJPP Dwi Haryantono Agustinus  
Tamba Untuk Menilai Tanah PLTU Timor1 dan  
PLTMG Kupang Peaker 40 MW  
Kepada:  
Kantor Pertanahan  
Kabupaten Kupang  
di.  
Kupang

up. Yth. Kepala Kantor,

Sehubungan dengan kegiatan pengadaan tanah untuk pembangunan PLTU Timor1 dan PLTMG Kupang Peaker 40 MW, dengan berpedoman pada Pasal 63 ayat (2) Peraturan Presiden Republik Indonesia Nomor 99 tahun 2012 tentang Perubahan Kedua atas Peraturan Presiden Republik Indonesia Nomor 71 tahun 2012 tentang Penyelenggaraan Pengadaan Tanah Bagi Pembangunan untuk Kepentingan Umum, PT PLN (Persero) Unit Induk Pembangunan Nusa Tenggara sebagai Instansi yang membutuhkan tanah telah melakukan pengadaan Jasa Penilai atau Penilai Publik.

Bersama ini kami sampaikan usulan Calon Jasa Penilai / KJPP yaitu KJPP Dwi Haryantono Agustinus Tamba, untuk melakukan penilaian harga tanah dan benda-benda lain diatas tanah lokasi pembangunan PLTU Timor1 dan PLTMG Kupang Peaker 40 MW di Desa Lifuleo, Kec. Kupang Barat, Kab. Kupang. Selanjutnya mohon Kepala Kantor Pertanahan Kabupaten Kupang selaku Ketua Pelaksana Pengadaan Tanah dapat melakukan penetapan.

Demikian disampaikan atas perhatian dan kerja samanya kami ucapkan terima kasih.

GENERAL MANAGER

DJAROT HUTABRI EBS

Model 1003





**PT PLN (Persero)**  
**UNIT INDUK PEMBANGUNAN NUSA TENGGARA**

Jalan Yos Sudarso No. 2A Mataram 83114  
Telepon. : (0370) 621732, 621733

Faksimile : (0370) 621734

Nomor	: 0002 /KIT.02.03/UIP NUSRA/2017	27 Maret 2017
Lampiran	: 1 (satu) set	
Sifat	: Segera	
Perihal	: Kelanjutan Pengajuan Pelaksanaan Pengadaan Tanah Bagi Pembangunan Untuk Kepentingan Umum Lokasi PLTU Timor 1 dan PLTMG Kupang Peaker 40 MW	Kepada :  Kantor Pertanahan Kab. Kupang di. OELAMASI

u.p. Yth. Kepala Kantor,

Menunjuk surat kami :

- a. Nomor 001/KIT.02.03/UIP NUSRA/2017 pada tanggal 03 Maret 2017 perihal Pengajuan Pelaksanaan Pengadaan Tanah Bagi Pembangunan Untuk Kepentingan Umum Lokasi PLTU Timor 1 100 MW dan PLTMG Kupang Peaker 40 MW,
- b. Nomor 0284/KON.00.01/UIP NUSRA/2017 pada tanggal 06 Maret 2017 perihal Usulan Penetapan KJPP Dwi Haryantono Agustinus Tamba Untuk Menilai Tanah PLTU Timor 1 dan PLTMG Kupang Peaker 40 MW,

Dengan ini kami mohon percepatan proses pengadaan tanah untuk pembangunan PLTU Timor 1 dan PLTMG Kupang Peaker mengingat kedua pembangunan tersebut masuk dalam program nasional pembangunan infrastruktur ketenagalistrikan 35.000 MW dan surat perjanjian pembangunan telah ditandatangani.

Tembusan Yth. :

1. GUBERNUR NUSA TENGGARA TIMUR
2. DIR REG SNT PT PLN (PERSERO)
3. TP4D KEJAKSAAN TINGGI NTT
4. KEPALA KANTOR WILAYAH BPN NTT
5. BUPATI KUPANG
6. PT PLN (PERSERO) WILAYAH NTT
7. PT PLN (PERSERO) UPP TIMOR



Model 1001

## Appendix 8: Documents Pertinent to Consultation Prior to DMS



**BADAN PERTANAHAN NASIONAL REPUBLIK INDONESIA  
KANTOR PERTANAHAN KABUPATEN KUPANG  
PROVINSI NUSA TENGGARA TIMUR**

Jalan Timor Raya KM. 36 Oelamasi Kupang - NTT

Oelamasi, 18 April 2017

Nomor : 283/7-53.01/VI/2017  
Lampiran : -  
Perihal : Sosialisasi Kegiatan Pengadaan Tanah Untuk  
Pembangunan pembangkit Listrik Tenaga  
Uap Timor 1 Kapasitas 2 x 25 MW dan  
Pembangkit Listrik Tenaga Mesin Gas  
Kupang (peaker) 40 MW

Kepada :  
Yth. ....  
di. ....

Sesuai perihal surat tersebut diatas, bersama ini disampaikan bahwa Tim Pelaksana Pengadaan Tanah Kabupaten Kupang akan melaksanakan sosialisasi Kegiatan Pengadaan Tanah Untuk Pembangunan pembangkit Listrik Tenaga Uap Timor 1 Kapasitas 2 x 25 MW dan Pembangkit Listrik Tenaga Mesin Gas Kupang (peaker) 40 MW Di Desa Lituleo, Kecamatan Kupang Barat, Kabupaten Kupang, yang Sedianya akan dilaksanakan pada :

Hari / tanggal : Jumat, 21 April 2017  
Jam : 10.00 Wita  
Tempat : Gedung Gereja Imanuel Panat

Untuk kelancaran kegiatan dimaksud, dimohonkan agar saudara-saudara hadir tepat waktu tanpa diwakili.  
Demikian untuk maklum dan terima kasih.

KEPALA KANTOR PERTANAHAN  
KABUPATEN KUPANG  
  
**NANTI ERASMUS FANGGIDAE, SH**  
NIP. 19601106 198303 1 002

**Tembusan :** disampaikan dengan hormat kepada :

1. Bapak Kepala Kantor Wilayah Badan Pertanahan Nasional Propinsi Nusa Tenggara Timur di Kupang ;
2. Bapak Bupati Kupang di Oelamasi ;
3. Perwakilan PT. PLN (Persero) Unit Induk Pembangunan Nusra di Kupang ;
4. Arsip.





KEMENTERIAN AGRARIA DAN TATA RUANG / BADAN PERTANAHAN NASIONAL  
KANTOR PERTANAHAN KABUPATEN KUPANG  
PROVINSI NUSA TENGGARA TIMUR  
Jl. Timor Raya Km.36 Kompleks Perkantoran Kabupaten Kupang, - Oelamasi, Kupang

**BERITA ACARA**  
**SOSIALISASI PELAKSANAAN PENGADAAN TANAH**  
**PEMBANGKIT LISTRIK TENAGA UAP TIMOR 1 KAPASITAS 2X25 MW DAN PEMBANGKIT**  
**LISTRIK TENAGA MESIN GAS KUPANG (PEAKER) KAPASITAS 40 MW, DESA LIFULEO**  
**KECAMATAN KUPANG BARAT**  
**NOMOR : : 01/PT/53.24/100-2/IV/2017**

Pada hari ini Jumat tanggal dua puluh satu bulan april Tahun Dua ribu tujuh belas, kami yang bertandatangani di bawah :

NO	a. NAMA b. NIP	JABATAN	TANDA TANGAN
1.	NANTJE ERASMUS FANGGIDA, SH NIP. 19601106 198303 1 002	Kepala Kantor BPN Kab. Kupang	
2.	MARKUS NATONIS, SH NIP. 19580918 198503 1 011	Kepala Dinas Pertanahan Kab. Kupang	
3.	HERMAN A. OEMATAN, S.SIT NIP. 19760414 199803 1 004	Kepala Sub Bagian Tata Usaha / Plt. Kepala Seksi HTPT	
4.	YOHANIS F. MALEAK, S.SIT NIP. 19761210 199803 1 009	Kepala Seksi Survei Pengukuran dan Pemetaan Bidang Tanah	
5.	CHARLES O. FANGGIDAE, SH NIP. 19630725 199303 1 005	Kepala Bidang Pengurusan Hak - Hak Tanah, Dinas Pertanahan Kab. Kupang	
6.	FAIAH DEWI KORI KERIHI, SE. M.Si NIP. 19660219 199903 2 002	Kepala Bidang Pengurusan Dan Penguasaan Tanah, Dinas Pertanahan Kab. Kupang	
7.	DJEFRI J.D, LUSI, S.Sos, M.Si NIP. 19710901 199203 1 001	Kepala Seksi Perencanaan, Penataan, Penguasaan dan Penggunaan Tanah Dinas Pertanahan Kab. Kupang	
8.	YOHAN YULIUS TUY	Kepala Desa Lifuleo	
9.	YUSAK A. ULIN, S.Sos NIP. 19670428 200012 1 004	Camat Kupang Barat	
10.	LUKAS KANA NIP. 19591014 198003 1 002	Kepala Sub Seksi Penetapan Hak Atas	

Telah melaksanakan Sosialisasi pengadaan tanah untuk pembangunan pembangkit listrik tenaga uap timor 1 kapasitas 2 x 25 mw dan pembangkit listrik tenaga mesin gas kupang (peaker) kapasitas 40 mw, yang diikuti oleh peserta sebagai daftar hadir terlampir, yang dilaksanakan di :

- a. Desa/Kelurahan : Lifuleo
- b. Kecamatan : Kupang Barat
- c. Kabupaten/Kota : Kupang

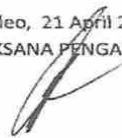
Materi Sosialisasi yang telah disampaikan meliputi :

- a. Gambaran Umum, Maksud dan tujuan kegiatan pengadaan tanah untuk pembangunan pembangkit listrik tenaga uap timor 1 kapasitas 2 x 25 mw dan pembangkit listrik tenaga mesin gas kupang (peaker) kapasitas 40 mw
- b. Tahapan Kegiatan Pengadaan Tanah Sampai dengan Peyerahan hasil
- c. Rencana Pelaksanaan Inventarisasi dan identifikasi Subjek objek oleh satgas A dan satgas B

Demikian Berita Acara Sosialisasi Kegiatan pengadaan tanah untuk pembangunan pembangkit listrik tenaga uap timor 1 kapasitas 2 x 25 mw dan pembangkit listrik tenaga mesin gas kupang (peaker) kapasitas 40 mw, kami buat untuk dipergunakan sebagaimana mestinya.

Lifuleo, 21 April 2017


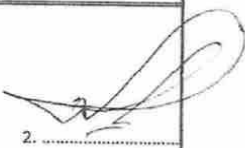










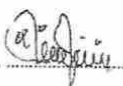


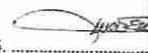
KETUA PELAKSANA PENGADAAN TANAH



NANTJE ERASMUS FANGGIDAE, SH

NIP. 19601106 198303 1 002

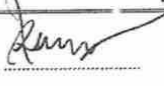
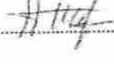





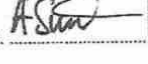


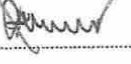

DAFTAR HADIR SOSIALISASI  
PENGADAAN TANAH UNTUK PEMBANGUNAN PEMBANGKIT LISTRIK TENAGA UAP  
TIMOR 1 KAPASITAS 2 X 25 MW DAN PEMBANGKIT LISTRIK TENAGA MESIN GAS  
KUPANG (PEAKER) KAPASITAS 40 MW, DESA LIFULEO KECAMATAN KUPANG BARAT  
KABUPATEN KUPANG PROPINSI NUSA TENGGARA TIMUR  
HARI/TANGGAL : ..... 2017

NO	NAMA	ALAMAT	TANDA TANGAN
1	2	3	4
1	Nangge F. Faggyidol	BPA KAB. KUPANG	1. 
2	Albert Siregar	Mutarau	2. 
3	JOINTAN Y. TUG		3. 
4	MARUS NATIONIS		4. 
5	Unulov L. Woleka	Kepati NTT	5. 
6	Anran Lakoni	—	6. 
7	Isidorus. Iowen	panaf	7. 
8	YCNAG MINTINI	Pangf	8. 
9	Pulu jentanyosi.		9. 
10	Godliet Huc.	TP4D	10. 
11	BERNABAS MINTINI	Pangf	11. 
12	FELI EFENDI, TUG. SA	Pangf	12. 
13	Alex Mintini	Pangf	13. 
14	Ystas Sakatu	Pangf	14. 
15	Paulus Sakatu	Pangf	15. 
16	Lukas. Sakatu.	Pangf	16. 

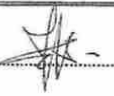

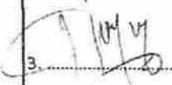













17	DEMUS MIMPINI	Pong	17		
18	EKLEMUS TAMON O	"	18		
19	CORNELIUS TOSI	"	19		
20	YUSAK KONA	"	20		
21	Salmun Mimpini	"	21		
22	Abia - Saketu	"	22		
23	Iahusur - Saketu	"	23		
24	ISAKH SAKETU	"	24		
25	NAHASAN SAKETU	"	25		
26	YONIAS X TOSI	"	26		
27	NATANEL TOSI	"	27		
28	Kornelis Saketu	"	28		
29	Yohannis. Mimpini	"	29		
30	IMELDA TOSI	"	30		
31	HERMINA TOSI	"	31		
32	NAOMI TOSI	"	32		
33	MAGDALENA SAKETU	"	33		
34	APRIS SAKETU	"	34		
35	ESTER. T. Mimpini	"	35		
36	MATKIDA. Saketu	"	36		
37	MARIAM TOSI	"	37		
38	TOSKI Mimpini	"	38		
39	NAYAM S MIMPINI	"	39		
40	JAKOMINA. S. Jodida	"	40		
41	ARDA OTU	D- PEGANAN	41		
			42		

42	Arbet, Saketo		42	<i>[Signature]</i>
43	Des Kerihi		43	<i>[Signature]</i>
44			44	
45	markus otela		45	<i>[Signature]</i>
46	SEFNAT OLBATA		46	<i>[Signature]</i>
47	RINTO J.C. MINFINI		47	<i>[Signature]</i>
48	Gerson winfani		48	<i>[Signature]</i>
49	IMANUEL KANA		49	<i>[Signature]</i>
50	LENORA - SAKETO		50	<i>[Signature]</i>
51	Corinus Laka		51	<i>[Signature]</i>
52	Yohannis - Saketo		52	<i>[Signature]</i>
53	Fitri - Saketo		53	<i>[Signature]</i>
54	YOS LEO		54	<i>[Signature]</i>
55	<del>GODIFEN SAKETO</del> DONI WINFINI		55	<i>[Signature]</i>
56	GODIFEN SAKETO		56	<i>[Signature]</i>
57	ALEX SAKETO		57	<i>[Signature]</i>
58	NOVI SAKETO		58	<i>[Signature]</i>
59	Daniel saketo		59	<i>[Signature]</i>
60	YOTAN MINFINI		60	<i>[Signature]</i>
61			61	<i>[Signature]</i>
62	Dr. 3-Fangite	DINAS BETAUHAU	62	<i>[Signature]</i>
63	Poloy Karpotinu	— sk —	63	<i>[Signature]</i>
64	Jeffi Lin	— — —	64	<i>[Signature]</i>
65	Liliana majelak	BANK BNI	65	<i>[Signature]</i>
66	Donna Sine	BANK BNI	66	<i>[Signature]</i>
67			67	
68			68	
69			69	
70			70	
71			71	

DAFTAR 'ADIR SOSIALISASI  
PENGADAAN TANAH UNTUK PEMBANGUNAN PEMBANGKIT LISTRIK TENAGA UAP  
TIMOR 1 KAPASITAS 2 X 25 MW DAN PEMBANGKIT LISTRIK TENAGA MESIN GAS  
KUPANG (PEAKER) KAPASITAS 40 MW, DESA LIFULEO KECAMATAN KUPANG BARAT  
KABUPATEN KUPANG PROPINSI NUSA TENGGARA TIMUR  
HARI/TANGGAL : JUMAT 21 APRIL 2017

NO	NAMA	ALAMAT	TANDA TANGAN
1	2	3	4
1	Hafid A. Leli	Ratuhita	1. 
2	Johari Y. Tasy	Lifuleo	2. 
3	ARNOLD NUSAR	alamsi	3. 
4	MARKUS NATONIS		4. 
5	Yudha Bastary	Mataram	5. 
6	Johannis F. Natelale	Eqw Kab. Lpg	6. 
7	Lugner Lusan		7. 
8	Adrus Silaban	Upp. Timor	8. 
9	RACHMADULAH	-/-	9. 
10	Thamus. Tosi	Pamap	10. 
11	En. O. Fangita	celanor	11. 
12	Tusak Silin	Camat	12. 

**DAFTAR HADIR SOSIALISASI**  
**PENGADAAN TANAH UNTUK PEMBANGUNAN PEMBANGKIT LISTRIK TENAGA UAP**  
**TIMOR 1 KAPASITAS 2 X 25 MW DAN PEMBANGKIT LISTRIK TENAGA MESIN GAS**  
**KUPANG (PEAKER) KAPASITAS 40 MW, DESA LIFULEO KECAMATAN KUPANG BARAT**  
**KABUPATEN KUPANG PROPINSI NUSA TENGGARA TIMUR**  
**HARI/TANGGAL : JUMAT 21 APRIL 2017**

NO	NAMA	ALAMAT	TANDA TANGAN
1	2	3	4
1	DONY MINFINI		1. 
2	MON LALAI		2. 
3	AGUSTINUS MINFINI		3. 
4	SARA SAKETU		4. 
5	FERDERIKA SAKETU		5. 
6	IRMA YATI SAKETU		6. 
7	Gerson minfini		7. 
8	YUSUF minfini		8. 
9	Ferdinan saketu		9. 
10	Kornelis Saketu		10. 
11	Matrida Saketu		11. 
12	Lenora Saketu		12. 
13	Adoifina Saketu		13. 
14	FORNALIA - SAKETU		14. 
15	FERONIKA - SAKETU		15. 
16	DANIAL - PALLU		16. 



17	Godwin SAKETU	17	<i>[Signature]</i>
18	MAGDALENA	18	<i>[Signature]</i>
19	EDI TOSI	19	<i>[Signature]</i>
20	APRIS SAKETU	20	<i>[Signature]</i>
21	SETRIAN SAKETU	21	<i>[Signature]</i>
22	Ferdonika SAKETU	22	<i>[Signature]</i>
23	MILIANA SAKETU	23	<i>[Signature]</i>
24	YULIANA TOSI	24	<i>[Signature]</i>
25	ANGRIS SAKETU	25	<i>[Signature]</i>
26	anton Lowem	26	<i>[Signature]</i>
27	Andis TOSI	27	<i>[Signature]</i>
28	yane SAKETU	28	<i>[Signature]</i>
29	Yuliana SAKETU	29	<i>[Signature]</i>
30	Novi SAKETU	30	<i>[Signature]</i>
31	Lahasar SAKETU	31	<i>[Signature]</i>
32	INREDA TOSI	32	<i>[Signature]</i>
33	HERMINA TOSI	33	<i>[Signature]</i>
34	PITRONELA TUPA	34	<i>[Signature]</i>
35	NARONI TOSI	35	<i>[Signature]</i>
36	FITRI SAKETU	36	<i>[Signature]</i>
37	ESTER TOSI	37	<i>[Signature]</i>
38	MILKA SAKETU	38	<i>[Signature]</i>
39	ANCE TOSI	39	<i>[Signature]</i>
40	YONIAS TOSI	40	<i>[Signature]</i>
41	DEWI KERTHI	41	<i>[Signature]</i>

Dinas Pertanian

## Appendix 9: Minute of Compensation Agreement



KEMENTERIAN AGRARIA DAN TATA RUANG/BADAN PERTANAHAN NASIONAL

**KANTOR PERTANAHAN KABUPATEN KUPANG**

**PROVINSI NUSA TENGGARA TIMUR**

*Jl. Timor Raya Km. 36 Kompleks Perkantoran Kabupaten Kupang – Oelamasi, Kupang*

### **BERITA ACARA KESEPAKATAN MUSYAWARAH GANTI RUGI**

**NOMOR : 09 /PT/53.24/100-2/IV/2017**

Pada hari ini Senin, tanggal Sembilan belas, bulan Juni, tahun dua ribu tujuh belas, telah dilakukan musyawarah bentuk Ganti Kerugian tahap ke-2 Pengadaan Tanah Pembangkit Listrik Tenaga Uap Timor 1 Kapasitas 2x25 MW dan Pembangkit Listrik Tenaga Mesin Gas Kupang (Peaker) Kapasitas 40 MW yang berlokasi di :

RT./RW. : RT. 012/RW. 006  
Dusun : IV (empat) Panaf  
Desa : Lifuleo  
Kecamatan : Kupang Barat  
Kabupaten : Kupang

Bentuk Ganti Kerugian berupa uang dengan total sebesar **Rp. 34.445.000.000,- (tiga puluh empat miliar empat ratus empat puluh lima juta rupiah)**, yang nama dan besarnya nilai ganti kerugian seperti dalam daftar lampiran ini.

Demikian Berita Acara ini dibuat untuk dapat dipergunakan sebagaimana mestinya.

**LAMPIRAN BERITA ACARA MUSYAWARAH KESEPAKATAN GANTI RUGI**

No. Urut	PIHAK YANG BERHAK (Seluruh)	BENTUK GANTI KERUGIAN UANG (Nominal Rp.)	TANDA TANGAN	PANITIA PELAKSANA PENGADAAN TANAH	TANDA TANGAN
1	2	3	4	5	6
1	Yonas Minifini U/An. Keluarga Besar Minifini	34.332.558.000,00	(.....)	NANTJE ERASMUS FAGGIDAE, SH (Ketua)	(.....)
2	Kornelius Tosi	3.672.000,00	(.....)	LUKAS KANA (Sekretaris)	(.....)
3	U/An. Elisabet Minifini DEMAS MINIFINI	3.318.000,00	(.....)	MARKUS NATONIS, SH (Anggota)	(.....)
4	Bernabas Minifini	7.927.000,00	(.....)	HERMAN A. OEMATAN, S. SIT (Anggota)	(.....)
5	Joel Saketu	5.710.000,00	(.....)	YOHANIS FREDIK MALEAK, S. SIT (Anggota)	(.....)
6	Arkadius Minifini	1.334.000,00	(.....)	CHARLES ONI FANGGIDAE, SH (Anggota)	(.....)
7	Kornelis Saketu	5.278.000,00	(.....)	Ir. DEWI KORI KERHI, M.Si (Anggota)	(.....)
8	Markus Atabela	1.550.000,00	(.....)	DJEFFRI D., LUSI, S. Sos. M.Si (Anggota)	(.....)
9	Demas Minifini	5.622.000,00	(.....)	YUSAK A. ULIN, S.Sos (Anggota)	(.....)
10	Minci Minifini YOTAN MINIFINI	500.000,00	(.....)	YOHAN YULIUS TUY (Anggota)	(.....)
11	Alex Saketu	7.000.000,00	(.....)		

No. Urut	PIHAK YANG BERHAK (Setuju)	BENTUK GANTI KERUGIAN UANG (Nominal Rp.)	TANDA TANGAN	PANITIA PELAKSANA PENGADAAN TANAH	TANDA TANGAN
1	2	3	4	5	6
12	Yusak Kona	1.340.000,00	(.....)		
13	Ling Kona <i>[Signature]</i>	440.000,00	(.....)		
14	Ibet Loen	11.091.000,00	(.....)		
15	Usias Sakefu (Bid. Ke-1)	20.000.000,00	(.....)		
16	Lukas Sakefu	713.000,00	(.....)		
17	Saimun Minifini	900.000,00	(.....)		
18	Apris Sakefu	2.780.000,00	(.....)		
19	Morid Tosi	1.664.000,00	(.....)		
20	Daniel Sakefu	8.080.000,00	(.....)		
21	Usias Sakefu (Bid. Ke-2)	7.927.000,00	(.....)		
22	Laasar Sakefu	2.120.000,00	(.....)		
23	Daniel Klau	12.000.000,00	(.....)		

No. Urut	PIHAK YANG BERHAK (Seluruh)	BENTUK GANTI KERUGIAN UANG (Nominal Rp.)	TANDA TANGAN	PANITIA PELAKSANA PENGADAAN TANAH	TANDA TANGAN
1	2	3	4	5	6
24	Edison Tesi	1.464.000,00			
	Jumlah :	34.444.988.000,00			
	Dibulatkan :	34.445.000.000,00			

## Appendix 10. Advertisement of DMS Result on the

### PENGUMUMAN HASIL INVENTARISASI DAN IDENTIFIKASI PETA BIDANG DAN DAFTAR NOMINATIF PENGADAAN TANAH LOKASI PEMBANGUNAN PEMBANGKIT LISTRIK TENAGA UAP TIMOR 1 KAPASITAS 2 x 25 MW DAN PEMBANGKIT LISTRIK TENAGA MESIN GAS KUPANG (PEAKER) 40 MW DI DESA LIFULEO, KEC. KUPANG BARAT, KABUPATEN KUPANG (Pasal 60 Peraturan Presiden Nomor : 71 Tahun 2012)

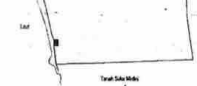
Nomor : 04/PT/Peng-53.01/V/2017

"Lampiran Pengumuman ini;  
1. Peta Bidang Tanah; dan  
2. Daftar Nominatif".

Dalam hal Pihak yang Berhak keberatan atas hasil Inventarisasi dan Identifikasi dimaksud, Pihak yang Berhak dapat mengajukan keberatan kepada Ketua Pelaksana Pengadaan Tanah dalam waktu paling lama 14 (empat belas) hari kerja terhitung sejak Pengumuman ini.

PETA BIDANG TANAH		DAFTAR NOMINATIF														
No. 04/PT/Peng-53.01/V/2017		PENGADAAN TANAH LOKASI PEMBANGUNAN PEMBANGKIT LISTRIK TENAGA UAP TIMOR 1 KAPASITAS 2 x 25 MW DAN PEMBANGKIT LISTRIK TENAGA MESIN GAS KUPANG (PEAKER) 40 MW DI DESA LIFULEO, KEC. KUPANG BARAT, KABUPATEN KUPANG														
No.	Peta Bidang Tanah		No.	Nama	Jenis Tanah	Luas Tanah (m²)	Luas Tanah (m²)	Luas Tanah (m²)	Luas Tanah (m²)	Luas Tanah (m²)	Luas Tanah (m²)	Luas Tanah (m²)	Luas Tanah (m²)	Luas Tanah (m²)	Luas Tanah (m²)	
1			1	Kawasan Industri	Industri	10.000.000	10.000.000	10.000.000	10.000.000	10.000.000	10.000.000	10.000.000	10.000.000	10.000.000	10.000.000	
2			2	Kawasan Industri	Industri	10.000.000	10.000.000	10.000.000	10.000.000	10.000.000	10.000.000	10.000.000	10.000.000	10.000.000	10.000.000	
3			3	Kawasan Industri	Industri	10.000.000	10.000.000	10.000.000	10.000.000	10.000.000	10.000.000	10.000.000	10.000.000	10.000.000	10.000.000	
4			4	Kawasan Industri	Industri	10.000.000	10.000.000	10.000.000	10.000.000	10.000.000	10.000.000	10.000.000	10.000.000	10.000.000	10.000.000	
5			5	Kawasan Industri	Industri	10.000.000	10.000.000	10.000.000	10.000.000	10.000.000	10.000.000	10.000.000	10.000.000	10.000.000	10.000.000	
6			6	Kawasan Industri	Industri	10.000.000	10.000.000	10.000.000	10.000.000	10.000.000	10.000.000	10.000.000	10.000.000	10.000.000	10.000.000	
7			7	Kawasan Industri	Industri	10.000.000	10.000.000	10.000.000	10.000.000	10.000.000	10.000.000	10.000.000	10.000.000	10.000.000	10.000.000	
8			8	Kawasan Industri	Industri	10.000.000	10.000.000	10.000.000	10.000.000	10.000.000	10.000.000	10.000.000	10.000.000	10.000.000	10.000.000	
9			9	Kawasan Industri	Industri	10.000.000	10.000.000	10.000.000	10.000.000	10.000.000	10.000.000	10.000.000	10.000.000	10.000.000	10.000.000	
10			10	Kawasan Industri	Industri	10.000.000	10.000.000	10.000.000	10.000.000	10.000.000	10.000.000	10.000.000	10.000.000	10.000.000	10.000.000	
11			11	Kawasan Industri	Industri	10.000.000	10.000.000	10.000.000	10.000.000	10.000.000	10.000.000	10.000.000	10.000.000	10.000.000	10.000.000	
12			12	Kawasan Industri	Industri	10.000.000	10.000.000	10.000.000	10.000.000	10.000.000	10.000.000	10.000.000	10.000.000	10.000.000	10.000.000	
13			13	Kawasan Industri	Industri	10.000.000	10.000.000	10.000.000	10.000.000	10.000.000	10.000.000	10.000.000	10.000.000	10.000.000	10.000.000	
14			14	Kawasan Industri	Industri	10.000.000	10.000.000	10.000.000	10.000.000	10.000.000	10.000.000	10.000.000	10.000.000	10.000.000	10.000.000	





Tanah Suku Melayu

Daftar Nama Pemegang Hak

1. Nama Pemegang Hak

2. Nama Pemegang Hak

3. Nama Pemegang Hak

4. Nama Pemegang Hak

5. Nama Pemegang Hak

6. Nama Pemegang Hak

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15. Nama Pemegang Hak

16. Nama Pemegang Hak

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**DAFTAR NAMA PEMERIKSA IDENTIFIKASI TANAMAN DALAM LOKASI PENGANGKUTAN**

PEMERIKSA IDENTIFIKASI TANAMAN DALAM LOKASI PENGANGKUTAN PEMANGKUT USTRIK TENAGA UAP TIDOR 1 KAPASITAS 2 x 25 MW DAN PEMANGKUT USTRIK TENAGA MESIN GAS KUPANG (PEAKER) 40 MW DI DESA LUPLEO, KEC. KUPANG BARAT, KABUPATEN KUPANG

No.	Nama Tanaman	Jumlah		Keterangan
		Besar	Kecil	
1.	1.1	427	199	796
2.	2.1	771	815	3770
3.	3.1	722	779	3209
4.	4.1	539	658	1829
5.	5.1	246	178	827
6.	6.1	12	5	16
7.	7.1	23	23	23
8.	8.1	82	82	82
9.	9.1	35	35	35
10.	10.1	130	178	878
11.	11.1	180	92	368
12.	12.1	130	34	192
13.	13.1	35	18	88
14.	14.1	354	304	1078
15.	15.1	3	3	3
16.	16.1	2	2	2
17.	17.1	2	2	2
18.	18.1	50	25	18
19.	19.1	14	14	14
20.	20.1	3776	3479	10483

**DAFTAR NAMA PEMERIKSA IDENTIFIKASI TANAMAN DALAM LOKASI PENGANGKUTAN PEMANGKUT USTRIK TENAGA UAP TIDOR 1 KAPASITAS 2 x 25 MW DAN PEMANGKUT USTRIK TENAGA MESIN GAS KUPANG (PEAKER) 40 MW DI DESA LUPLEO, KEC. KUPANG BARAT, KABUPATEN KUPANG**

No.	Nama Tanaman	Jumlah		Keterangan
		Besar	Kecil	
1.	1.1	427	199	796
2.	2.1	771	815	3770
3.	3.1	722	779	3209
4.	4.1	539	658	1829
5.	5.1	246	178	827
6.	6.1	12	5	16
7.	7.1	23	23	23
8.	8.1	82	82	82
9.	9.1	35	35	35
10.	10.1	130	178	878
11.	11.1	180	92	368
12.	12.1	130	34	192
13.	13.1	35	18	88
14.	14.1	354	304	1078
15.	15.1	3	3	3
16.	16.1	2	2	2
17.	17.1	2	2	2
18.	18.1	50	25	18
19.	19.1	14	14	14
20.	20.1	3776	3479	10483

Selesai Tugas & Renc.

**HERMAN A. DEKMAN, S.T**

NIP. 19740414 199803 1 004

Selesai Tugas & Renc.

**HERMAN A. DEKMAN, S.T**

NIP. 19740414 199803 1 004

Belangmasi, 03 Mei 2017

**Pelaksana Pengadaan Tanah**

**Ketua,**

**NANTJE ERASMUS FANGGIDAE, S.H**

NIP. 19601106 198303 1 002

## Appendix 11: Validation on Compensation Form and Modality



**KEMENTERIAN AGRARIA DAN TATA RUANG/  
BADAN PERTANAHAN NASIONAL  
KANTOR PERTANAHAN KABUPATEN KUPANG  
PROVINSI NUSA TENGGARA TIMUR**  
Jalan Timor Raya KM. 36 Oelamasi Kupang – NTT

### VALIDASI PEMBERIAN GANTI KERUGIAN DALAM BENTUK UANG

Nomor : 537/6-53.01/VI/2017  
Sifat : Segera  
Lampiran : 1 (satu) Jepitan  
Hal : Validasi

Oelamasi, 20 Juni 2017

Kepada :  
Yth. General Manager PT. PLN (Persero)  
Unit Induk Pembangunan Nusa  
Tenggara  
di-  
Matarom.

Sehubungan dengan pelaksanaan pemberian ganti kerugian dalam bentuk uang kepada Pihak yang Berhak dalam pengadaan tanah Lokasi Pembangunan Pembangkit Listrik Tenaga Uap Timor 1 Kapasitas 2 x 25 MW dan Pembangkit Listrik Tenaga Mesin Gas Kupang (Peaker) 40 MW, ang berlokasi di :

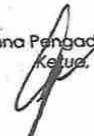
Jalan : ke Panaf  
RT. / RW. : RT. 012/RW. 005  
Dusun : IV (empat) Panaf  
Desa : Lifuleo  
Kecamatan : Kupang Barat  
Kabupaten : Kupang  
Propinsi : Nusa Tenggara Timur

Dengan ini kami Ketua Pelaksana Pengadaan Tanah, memberikan Validasi Pemberian Ganti Kerugian kepada Pihak ang Berhak yang menerima Ganti Kerugian sebagai berikut :

No. Urut	Pihak Yang Berhak	Nomor Urut Daftar Nominatif	Lokasi dan Luas Tanah Yang Dilepaskan	Besarnya Nilai Ganti Kerugian (Rp.)	Bentuk Ganti Kerugian (Uang)
1	2	3	4	5	6
1	Yonas Minfini U/An. Keluarga Besar Minfini	1	50 Ha	34.332.558.000	
2	Komelius Tosi	1.1	--	3.672.000	
3	Elisabet Minfini	1.2	--	3.318.000	
4	Bernabas Minfini	1.3	--	7.927.000	
5	Joel Saketu	1.4	--	5.710.000	
6	Arkalaus Minfini	1.5	--	1.334.000	
7	Komelis Saketu	1.7	--	5.278.000	

No. Urut	Pihak Yang Berhak	Nomor Urut Daftar Nominatif	Lokasi dan Luas Tanah Yang Dilepaskan	Besarnya Nilai Ganti Kerugian (Rp.)	Bentuk Ganti Kerugian (Uang)
1	2	3	4	5	6
8	Markus Atabela	1.9	--	1.550.000	
9	Demas Minfini	1.10	--	5.622.000	
10	Minci Minfini	1.12	--	500.000	
11	Alex Saketu	1.13	--	7.000.000	
12	Yusak Kona	1.14	--	1.340.000	
13	Lina Kona	1.15	--	440.000	
14	Ibet Loen	1.16	--	11.091.000	
15	Usias Saketu (Bid. Ke-1)	1.17	--	20.000.000	
16	Lukas Saketu	1.18	--	713.000	
17	Salmun Minfini	1.19	--	900.000	
18	Apris Saketu	1.20	--	2.780.000	
19	Morid Tosi	1.21	--	1.664.000	
20	Daniel Saketu	1.22	--	8.080.000	
21	Usias Saketu (Bid. Ke-2)	1.23	--	7.927.000	
22	Laasar Saketu	1.24	--	2.120.000	
23	Daniel Klau	1.25	--	12.000.000	
24	Edison Tosi	1.26	--	1.464.000	
<b>Jumlah</b>		<b>24 Orang</b>	<b>50 Ha</b>	<b>34.444.988.000</b>	
<b>Dibulatkan</b>				<b>34.445.000.000</b>	

Demikian Validasi Pemberian Ganti Kerugian ini dibuat dan untuk dapat dipergunakan sebagaimana mestinya.

Pelaksana Pengadaan Tanah  
Ketua,  
  
**NANTJE ERASMUS FANGGIDAE, S.H**  
NIP. 19601106 198303 1 002

## Appendix 12: Proof of Payments and Hand Over



KEMENTERIAN AGRARIA DAN TATA RUANG/BADAN PERTANAHAN NASIONAL

KANTOR PERTANAHAN KABUPATEN KUPANG

PROVINSI NUSA TENGGARA TIMUR

Jl. Timor Raya Km. 36 Kompleks Perkantoran Kabupaten Kupang – Oelamasi, Ku

### BERITA ACARA

### PEMBERIAN GANTI KERUGIAN DALAM BENTUK UANG

Nomor : 10 /PT/53.24/100-2/VI/2017

Pada hari ini Rabu, tanggal dua puluh satu, bulan Juni, tahun dua ribu tujuh belas, telah dilaksanakan pemberian ganti kerugian Pengadaan Tanah Pengadaan Tanah Pembangkit Listrik Tenaga Uap Timor 1 Kapasitas 2x25 MW dan Pembangkit Listrik Tenaga Mesin Gas Kupang (Peaker) Kapasitas 40 MW yang berlokasi di :

RT./RW. : RT. 012/RW. 006  
Dusun : IV (empat) Panaf  
Desa : Lifuleo  
Kecamatan : Kupang Barat  
Kabupaten : Kupang

Dengan daftar Pihak yang Berhak yang menerima ganti kerugian sebagai berikut:

NO	Pihak Yang Berhak	Nomor Urut Daftar Nominatif	Lokasi dan Luas tanah yang dilepaskan	Besarnya Nilai Ganti Kerugian (Rp.)
1	2	3	4	5
1	Yonas Minfini U/An. Keluarga Besar Minfini	1	50 Ha	34.332.558.000.000
Dibulatkan				34.445.000.000.000

Demikian Berita Acara Pemberian Ganti Kerugian dalam bentuk uang ini dibuat dan untuk dapat dipergunakan sebagaimana mestinya.

Pihak yang berhak,

PT. PLN (Persero) UIP NUSR

1. YONAS MINFINI U/An Keluarga Besar Minfini



DJAROT HUTABRI EKO BUDI SA

## KUITANSI PENERIMAAN GANTI KERUGIAN

NOMOR : 001/2017

ASLI

Sudah terima dari : PT. PLN (Persero). Unit Induk Pembangunan Nusa Tenggara

Sejumlah Uang : Rp. 34.445.000.000,-  
(tiga puluh empat miliar empat ratus empat puluh lima juta rupiah)

Untuk Pembayaran : Ganti Kerugian Pengadaan Tanah Pembangkit Listrik Tenaga Uap Timor 1 Kapasitas 2x25 MW dan Pembangkit Listrik Tenaga Mesin Gas Kupang (Peaker) Kapasitas 40 MW, No. Urut Daftar Nominatif 001 /2017, Seluas 500.000 M<sup>2</sup> yang senilai dengan Rp. 34.445.000.000,- (tiga puluh empat miliar empat ratus empat puluh lima juta rupiah)

METERAI  
TEMPEL

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6000  
RIBU RUPIAH

elamasi, 21 Juni 2017

YONAS M. MINFINI U/An. Keluarga Besar Minfini



KEMENTERIAN AGRARIA DAN TATA RUANG/BADAN PERTANAHAN NASIONAL

**KANTOR PERTANAHAN KABUPATEN KUPANG**

**PROVINSI NUSA TENGGARA TIMUR**

*Jl. Timor Raya Km. 36 Kompleks Perkantoran Kabupaten Kupang – Oelamasi, Ku*

**BERITA ACARA**

**PEMBERIAN GANTI KERUGIAN DALAM BENTUK UANG**

Nomor : 10 /PT/53.24/100-2/VI/2017

Pada hari ini Rabu, tanggal dua puluh satu, bulan Juni, tahun dua ribu tujuh belas, telah dilaksanakan pemberian ganti kerugian Pengadaan Tanah Pengadaan Tanah Pembangkit Listrik Tenaga Uap Timor 1 Kapasitas 2x25 MW dan Pembangkit Listrik Tenaga Mesin Gas Kupang (Peaker) Kapasitas 40 MW yang berlokasi di :

RT./RW. : RT. 012/RW. 006  
Dusun : IV (empat) Panaf  
Desa : Lifuleo  
Kecamatan : Kupang Barat  
Kabupaten : Kupang

Dengan daftar Pihak yang Berhak yang menerima ganti kerugian sebagai berikut:

NO	Pihak Yang Berhak	Nomor Urut Daftar Nominatif	Lokasi dan Luas tanah yang dilepaskan	Besarnya Nilai Ganti Kerugian (Rp.)
1	2	3	4	5
1	Yonas Minfini U/An. Keluarga Besar Minfini	1	50 Ha	34.332.558.000.000
Dibulatkan				34.445.000.000.000

Demikian Berita Acara Pemberian Ganti Kerugian dalam bentuk uang ini dibuat dan untuk dapat dipergunakan sebagaimana mestinya.

Pihak yang berhak,

PT. PLN (Persero) UIP NUSR

1. YONAS MINFINI U/An Keluarga Besar Minfini

(.....)



DJAROT HUTABRI EKO BUDI SA



## **BERITA ACARA PELEPASAN HAK**

Pada hari ini Rabu, tanggal dua puluh satu, bulan Juni, tahun dua ribu tujuh belas, hadir dihadapan saya Nantje Erasmus Faggidae, SH selaku Kepala Kantor Pertanahan Kabupaten Kupang :

1. Nama : Yonas Minfini  
Tempat/Tanggal Lahir : Nitneo, 23-11-1957  
Pekerjaan : Tani  
Alamat : RT. 003/RW. 002, Ds. Nitneo, Kec. Kupang Barat  
**Selanjutnya disebut Ahli Waris PERTAMA**
2. Nama : Alexander Minfini  
Tempat/Tanggal Lahir : Nitneo, 02-08-1945  
Pekerjaan : Tani  
Alamat : RT. 001/RW. 001, Ds. Nitneo, Kec. Kupang Barat  
**Selanjutnya disebut Ahli Waris KEDUA**
3. Nama : Bernabas Minfini  
Tempat/Tanggal Lahir : Nitneo, 09-05-1933  
Pekerjaan : Tani  
Alamat : RT. 012/RW. 006, Ds. Lifuleo, Kec. Kupang Barat  
**Selanjutnya disebut Ahli Waris KETIGA**
4. Nama : Usias Saketu  
Tempat/Tanggal Lahir : Panaf, 18-10-1958  
Pekerjaan : Tani  
Alamat : RT. 012/RW. 006, Ds. Lifuleo, Kec. Kupang Barat  
**Selanjutnya disebut Ahli Waris KEEMPAT**

Dalam hal ini bertindak untuk dan atas nama **Keluarga Besar Minfini**, berdasarkan Akta Kuasa Nomor : 01, tanggal 20 Juni 2017, yang dibuat dan dihadapan Grace Nony Mandolang, SH., M.Kn Notaris/PPAT Kabupaten Kupang, selaku yang memiliki/menguasai sebidang tanah turun temurun Keluarga Minfini dengan luas : 50 Ha (lima puluh hektar) seperti yang diuraikan dalam Peta Bidang Tanah Nomor : 01/PT/V/2017, tanggal 02-05-2017, yang dikeluarkan Satuan Tugas 'A', Pengadaan Tanah Lokasi Pembangunan Pembangkit Listrik Tenaga Uap Timor 1 Kapasitas 2 x 25 MW dan Pembangkit Listrik Tenaga Mesin Gas Kupang (Peaker) 40 MW, terletak di RT. 012/RW. 006, Dusun IV (empat) Panaf, Desa Lifuleo, Kecamatan Kupang Barat, Kabupaten Kupang, Provinsi Nusa Tenggara Timur, dengan batas-batasnya :

- Utara : Dengan Laut dan Tanah Keluarga Minfini
- Selatan : Dengan Tanah Keluarga Minfini
- Timur : Dengan Tanah Keluarga Minfini
- Barat : Dengan Laut

Dengan ini kami selaku Ahli Waris yang menerima kuasa dari Keluarga Besar Minfini menyatakan, melepaskan hak atas tanah tersebut beserta segala sesuatu di atasnya kepada Negara, dan menyerahkan seluruh alat bukti penguasaan/kepemilikan atas obyek pengadaan tanah (*terlampir*) kepada Panitia Pelaksana Pengadaan Tanah dan telah menerima ganti kerugian berupa uang sebesar **Rp. 34.445.000.000,- (tiga puluh empat milliar empat ratus empat puluh lima juta rupiah).**

Sebagai pihak yang melepaskan hak atas tanah tersebut, kami menjamin bahwa;

1. Atas tanah tersebut tidak terkena sita dan tidak tersangkut dalam suatu perkara;
2. Tanah tersebut tidak dibebani dengan Hak Tanggungan/tidak dijadikan jaminan hutang dengan cara apapun;
3. Tanah tersebut belum pernah diserahkan kepada pihak lain dengan cara apapun;
4. Tidak ada pihak lain yang turut mempunyai/memiliki hak atas tanah tersebut;
5. Tidak berada dalam kawasan hutan; dan
6. Tidak merupakan Aset Pemerintah Pusat maupun Pemerintah Daerah.

Apabila dikemudian hari ternyata ada pihak lain yang mempunyai/memiliki hak atas tanah tersebut, kami bersedia menanggung segala akibat dari Penyerahan Tanah/Pelepasan Hak ini.

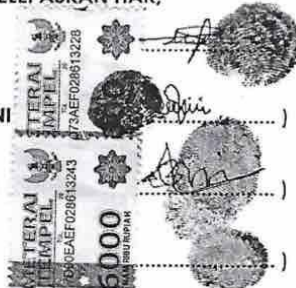
Hak tersebut kami lepaskan dengan maksud agar, selanjutnya dimohon kepada Pemerintah untuk memberikan status hak tanah sesuai ketentuan yang berlaku kepada :

Nama : PT. Perusahaan Listrik Negara (PT. PLN Persero)  
Cq. Unit Induk Pembangunan Nusa Tenggara  
Berkedudukan di : Kota Mataram

Demikian Berita Acara Pelepasan Hak ini dibuat dengan sebenarnya, tanpa adanya ancaman/paksaan dari pihak lain dan apabila dikemudian hari ternyata pernyataan kami diatas tidak benar, maka kami bersedia untuk dituntut sesuai ketentuan hukum yang berlaku, baik secara pidana maupun secara perdata.

**YANG MELEPASKAN HAK,**

1. YONAS MINFINI
2. ALEXANDER MINFINI
3. BERNABAS MINFINI
4. USIAS SAKETU



Dalam Hal ini bertindak untuk dan atas nama Keluarga Besar Minfini

**YANG MENERIMA HAK,**



**DJAROT HUTABRIEKO BUDI SANTOSO**  
U/A PT. PLN (Persero) UNIT INDUK  
PEMBANGUNAN NUSA TENGGARA

**SAKSI-SAKSI**



1. Kepala Desa Lifuleo

**YOHANIS TUJ**



2. Camat Kupang Barat

**YUSAK ULIN, S.Sos**  
NIP. 19670428 200012 1 004

Telah dicatat dalam daftar Nomor : 01 / PH-53.01 / VI / 2017



KANTOR PERTANAHAN  
KABUPATEN KUPANG

**KANTJE ERASMUS FANGGIDAE, S.H**  
NIP. 1961106 198303 1 002

### Appendix 13. Photos of Socialization and Distribution of the PIB

