

**MANAGEMENT RESPONSE TO
REQUEST FOR INSPECTION PANEL REVIEW OF THE
KENYA: ELECTRICITY EXPANSION PROJECT (P103037)**

Management has reviewed the Request for Inspection of the Kenya: Electricity Expansion Project (P103037), received by the Inspection Panel on October 26, 2014 and registered on November 13, 2014 (RQ14/06). Management has prepared the following response.

December 16, 2014

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ABBREVIATIONS AND ACRONYMS

AfD	Agence Française de Développement
CAC	Community Advisory Council
EIB	European Investment Bank
GCHM	Grievance and Complaints Handling Mechanism
HFO	Heavy fuel oil
IDA	International Development Association
IPN	Inspection Panel
KEEP	Kenya Electricity Expansion Project
Ksh	Kenya Shillings
kWh	Kilowatt hour
MoU	Memorandum of Understanding
MW	Megawatt
OP	Operational Policy
PAP	Project Affected Persons
RAP	Resettlement Action Plan
RAPIC	RAP Implementation Committee
SCC	Stakeholder Coordinating Committee

Currency Unit

(December 16, 2014)

1 KSh = US\$ 0.01

1 US\$ = 88.93 KSh

EXECUTIVE SUMMARY

i. On November 13, 2014, the Inspection Panel registered a Request for Inspection, IPN Request RQ14/06 (hereafter referred to as “the Request”), concerning the Kenya: Electricity Expansion Project (P103037) financed by the International Development Association (the Bank).

The Project

ii. The Kenya Electricity Expansion Project (KEEP) was approved by the Bank’s Board on May 27, 2010. The amount of the credit is US\$330 million equivalent. The Project has two development objectives: (a) to increase the capacity, efficiency and quality of electricity supply; and (b) to expand access to electricity in urban, peri-urban and rural areas.

iii. The Project is meeting its objectives through several components. Component A of the Project comprises construction of the Olkaria IV 140MW power plant within the Hells Gate National Park, near Naivasha, about 100 kilometers from Nairobi. Component A also includes construction of another 140MW at the existing Olkaria I site, steam gathering facilities to supply the Olkaria I and IV power plants, a 10 kilometer road to the Olkaria IV power plant and laboratories and offices (known as the Geothermal Complex) outside the park. Component A of the Project is being implemented by the Kenya Electricity Generation Company Ltd. (KenGen) a partly privately-owned company.

iv. The Olkaria IV sub-project required the resettlement of members of a local Maasai community from four villages located on or near the Project site. The resettlement was undertaken to mitigate potential health impacts identified in the Environmental and Social Impact Assessment.

The Request

v. ***The Request for Inspection was submitted by Project affected members of the Maasai community affected by the resettlement under the Project.*** The Request alleges that as a result of Project related resettlement, the Project affected people (PAPs) are facing the following adverse impacts: (a) exclusion of some community members from the resettlement process; (b) irregular provision of cash compensation to some eligible persons; (c) lack of furniture in the resettlement houses; and (d) financial burden for commuting to their job sites, which are now farther away; The Request also alleges that the Requesters have been intimidated to prevent them from complaining.

Management’s Response

vi. ***Management is of the view that implementation of the RAP has restored the livelihoods of the Project affected people to at least the level before resettlement or better.*** In Management’s view, potential adverse impacts from the resettlement have

been adequately mitigated through the provisions in the RAP and through the RAP implementation process.

vii. Management therefore does not agree that the alleged adverse impacts raised in the Request are resulting from the project. Specifically the following issues raised in the Request have been discussed and agreed upon in a transparent process and are reflected in the MoU agreed upon between the PAPs and KenGen:

- (a) *The criteria to determine the group of people to be included under the RAP.* Eligibility to receive assistance and/or compensation under the RAP has been based on transparent criteria. A RAP implementation committee, as well as a project level grievance mechanism, allowed individuals who did not agree with the respective decisions to raise any issue and have it reviewed and corrected where appropriate.
- (b) *The criteria for provision of housing and/or cash compensation for eligible PAPs.* All compensation (including cash compensation) has been provided based on transparent criteria and Management is not aware of any irregular payments as alleged in the Request. Any suspicious case of irregular payments should be brought to Management's attention for further investigation.
- (c) *The condition of housing to be provided.* The houses provided at the relocation site were understood to be without furniture and PAPs agreed to bring their own furniture to the resettlement houses with assistance from KenGen.
- (d) *The need for transport to commute from the resettlement site.* As part of the resettlement agreement – and in line with the expressed wish of the PAPs – KenGen provided a bus (60-seater) to the PAPs to enable them to commute to their work places. However, the handover of the bus was first delayed, and finally PAPs decided not to use it for the intended purpose as laid out in more detail below.

viii. *Transportation issue.* As part of the resettlement agreement KenGen provided a bus (60-seater) to the PAPs to enable them to commute to their work places. The bus has been ready for handover to the PAPs since June 2014, well before the start of the resettlement process. However, there were several delays on the part of the PAPs to complete the steps required for the official registration and take-over of the bus, which eventually was handed over in November 2014. In Management's view this delay of more than five months could have been avoided and the bus could have been ready in service by the time the relocation started. However, the process was kept – at the expressed wish of the PAPs – outside KenGen's control and involvement, and therefore KenGen was not able to ensure a timely registration and deployment of the bus.

ix. Management understands that these delays in transferring the bus provided by KenGen have led to some PAPs having been temporarily burdened with additional transport costs as they had to rely on commercial transportation. Moreover, Management notes that this issue has not been raised with KenGen, the RAPIC, or directly with the Bank prior to submitting the Request for Inspection.

x. ***However, now that the bus has been transferred, Management has learned that the PAPs have decided to lease the bus to a third party, which will prevent the PAPs from using the bus for their own purposes.*** It is not clear to Management how this decision by the PAPs is consistent with the originally agreed purpose of the bus, which was to help address the potential financial burden on PAPs of commuting from RAPland to their work places – a concern which is at the center of the Request for Inspection.

xi. ***Management is of the view that the transportation issue has been adequately addressed by KenGen by providing the bus, and that the PAPs' decision not to use the bus does not represent a failure on the part of KenGen or a failure of the Bank to apply its own policies. Moreover, Management is of the view that the proceeds gained by leasing out the bus should be used to offset the financial burden incurred by those who have to commute and hence substitute the mitigation that the bus was intended to provide.***

xii. Management is following up with KenGen to better understand the background of this transaction and its implication for the PAPs. Management will continue to closely supervise the project, especially in light of the recent events (i.e, the bus lease out) to make sure that PAPs are not adversely affected by the transportation issue since the relocation.

xiii. Management believes that the Bank has made every effort to apply its policies and procedures and to pursue concretely its mission statement in the context of the Project. In Management's view, the Bank has followed the guidelines, policies and procedures applicable to the matters raised by the Request. As a result, Management believes that the Requesters' rights or interests have not been, nor will they be, directly and adversely affected by a failure of the Bank to implement its policies and procedures.

I. INTRODUCTION

1. On November 13, 2014, the Inspection Panel registered a Request for Inspection, IPN Request RQ14/06 (hereafter referred to as “the Request”), concerning the Kenya: Electricity Expansion Project (P103037) financed by the International Development Association (the Bank).
2. The Request for Inspection was submitted by Project affected people who have requested that their identities remain confidential.
3. The Request alleges that as a result of Project related resettlement, the Project affected people are facing the following adverse impacts: (a) financial burden for commuting to their job sites, which are now farther away; (b) lack of furniture in the resettlement houses; (c) exclusion of some community members from the resettlement process; and (d) irregular provision of cash compensation to some eligible persons. The Request also alleges that the Requesters have been intimidated to prevent them from complaining.

II. PROJECT BACKGROUND

4. **The Project.** The Kenya Electricity Expansion Project (KEEP) was approved by the Bank’s Board on May 27, 2010. The amount of the credit is US\$330 million equivalent. The closing date is on September 30, 2016. US\$214 million have been disbursed to date.
5. **Project Objectives.** The Project has two development objectives: (a) to increase the capacity, efficiency and quality of electricity supply; and (b) to expand access to electricity in urban, peri-urban and rural areas.
6. **Project Components.** The Project is meeting its objectives through construction of geothermal generation capacity (Component A), transmission lines and substations (Component B), and distribution lines and substations (Component C). In addition, the Project supports policy, institutional and regulatory development (Component D). The KEEP was placed in environmental screening Category A, requiring a full Environmental Assessment.
7. Component A of the Project comprises construction of the Olkaria IV 140MW power plant, which is situated within the Hells Gate National Park, near Naivasha, about 100 kilometers from Nairobi. Component A also includes construction of another 140MW at the existing Olkaria I site, steam gathering facilities to supply all 4x70MW units (280MW) at the Olkaria I and IV power plants, a 10 kilometer road to the Olkaria IV power plant within the national park and laboratories and offices (known as the Geothermal Complex) outside the park. Component A of the Project is being implemented by the Kenya Electricity Generation Company Ltd. (KenGen) a partly privately-owned company. The Olkaria IV plant was taken over by KenGen from the contractor on September 12, 2014 and was officially commissioned on October 17, 2014.
8. Component A of the Project is co-financed by the Agence Francaise de Developpement (AfD), European Investment Bank (EIB), Japan International Cooperation

Agency, KfW Development Bank (Germany) and IDA. IDA financing of US\$120 million in Component A is for the steam gathering facilities (with co-financing of \$84 million from KfW), the 10 kilometer road and the Geothermal Complex. Since all 4 units of the 280MW at Olkaria I and IV were synchronized to the national electricity grid on various dates between August and November 2014, the electricity produced by the units has displaced units running on heavy fuel oil (HFO) with positive benefits for the average cost of power produced in Kenya and for the average price per kWh paid by electricity customers. The cost of electricity produced by Olkaria IV is approximately \$0.08 per kWh compared to approximately \$0.22 for electricity produced in plants that operate using fuel oil. Reduced use of HFO also has positive benefit for national balance of payments by decreasing oil imports.

III. SPECIAL ISSUES

Background on the Olkaria Resettlement Process

9. The Olkaria IV sub-project required the resettlement of members of a local Maasai community from four villages located on or near the Project site. The resettlement was undertaken to mitigate potential health impacts, specifically related to hydrogen sulfide and noise, as identified in the 2012 Environmental and Social Impact Assessment. An Environmental and Social Management Plan was prepared to address the negative impacts related to the Project.

10. The resettlement of the project affected persons (PAPs) from the four villages to the 1,700 acre resettlement site (referred to by the PAPs and KenGen as the “RAPland”) took place between August 21 and September 2, 2014. In total, 150 households (comprising 126 household heads¹ and about 1,200 people) were resettled to the RAPland.

11. The Resettlement Action Plan (RAP), first disclosed on December 1, 2009, had a cut-off date of September 16, 2009. It was updated in 2012 to take care of natural growth cases (increase in number of households as a result of marriages) and re-disclosed on July 1, 2012 following a census validation exercise.

12. **Selection of Resettlement Site.** The selection of the relocation site was informed by the need to resettle PAPs in an area close to employment opportunities, and free of inhabitants and pre-existing claims.

13. KenGen had difficulty finding a resettlement site that did not already have a geothermal license issued, that was free of claims, that was owned by a willing seller and that was large enough to accommodate all the PAPs in a contiguous area with enough grazing area for their livestock.

14. Agreement on the current RAPland was the result of a lengthy search for land that was acceptable to the PAPs followed by a lengthy process of negotiation. PAPs requested that: (i) all four villages where PAPs lived be moved together; and (ii) the site not be far from KenGen, the gorge/Cultural Center, flower farms, etc. The first site, Suswa Triangle,

¹ A “household head” can head more than one household.

was rejected because it was too far from employment opportunities and because of the opposition of the host community. Other potential resettlement sites that were explored included Sanctuary, Moi Ndabi, Mai Mahiu, and Maiella. Finally land located at Kendong Ranch, which is part of Land Reference (LR) No. 8396 south of Olkaria IV, was identified and PAPs from all four villages agreed to be resettled there, specifically because: (i) it was unoccupied and therefore with no possibility of opposition from a host community; (ii) it was close enough to pursue employment opportunities near the old villages; and (iii) they had been grazing their livestock in the area previously.

15. On December 15-16, 2012, representatives from all four villages visited the proposed RAPland site to assess its adequacy. On December 21, 2012, two public *barazas* (deliberation meeting) at Cultural Center and Olonongot were held to discuss the site, and acceptance forms were signed by PAP representatives from each of the four villages on the same date. The transfer of the titles to the PAPs is currently in process.

16. ***The RAP and subsequent package of livelihood enhancement measures were developed through an intensive and participatory process that began in 2010 and that is ongoing.*** The purchase of the resettlement land and the cash compensation were accepted by the PAPs following the negotiation process and are reflected in a legally-binding Memorandum of Understanding (MoU) (See Annex 3 and 4).

17. ***Management believes that the Olkaria resettlement has significantly improved social and economic wellbeing of the PAPs.*** The Project did not disrupt the livelihood basis of PAPs (i.e., after relocation they could continue with whatever livelihood activities they were already engaged in) and therefore the focus of the RAP was on livelihood enhancement rather than restoration activities. Over and above measures including land-for-land compensation, replacement of houses or cash compensation depending on PAP category and assets owned, and a disturbance/movement allowance, the RAP also provided for sub-projects to facilitate livelihood enhancement for the PAPs. These included:

- (a) *Modern primary school.* Prior to the RAP, the primary school at Olonongot village had neither a library nor an Early Childhood Development (ECD) facility. Also, the classrooms had dirt floors² and timber walls. There was no running water or electricity. The community nursery school at the Cultural Centre village stopped operating in 2013.³ *The Project has constructed a fully furnished modern school* using permanent materials, including concrete block walls and concrete floors. It is complete with a library, ECD, administration block, washing rooms for girls, boys and teachers, and residential houses for teachers.
- (b) *Water for domestic use.* Prior to movement to RAPland, Cultural Center PAPs accessed water from a stand pipe within the village and Olomayana Ndogo PAPs accessed water from a T-line one kilometer from the village. Olonongot village was

² This was covered with concrete by KenGen in 2013.

³ Prior to 2013, KenGen paid the teachers' salaries through their "casual" employment program. This program was discontinued in 2013.

supported by KenGen's water tankers since the nearest water source was 5 kilometers away. Olosinyat accessed water close to the village from a T-line of a water line that supplies water to Olkaria IV power plant. *Post relocation, all PAPs are within a one kilometer radius of a communal water kiosk.* In addition, each individual household has provision for rainwater collection including a 2,000 liter reserve water tank.

- (c) *New health dispensary.* Prior to movement to RAPland, the three health facilities that were *nearest* to the former villages were Oserian, Mvuke (KenGen) and the Shah. All three are private and PAPs could access these health facilities provided they were able to pay for consultation and drugs. Otherwise, they had to travel to the Sub-County Hospital in Naivasha, which is between 35 and 40 kilometers away. The *dispensary that has been constructed by the Project* was built according to Ministry of Health specifications. It is currently being managed by a clinical officer/general practitioner (as opposed to a nurse which is the standard in rural Kenya). KenGen has initiated the process for a registration number to enable the dispensary to use the government procurement process for supplies and drugs. Until this is secured, KenGen will procure needed basic medical equipment and furnishings. The Government has undertaken vaccination outreach for polio and tetanus for children and mothers at RAPland. Right now services are free. However on handover to the Government, PAPs will be required to pay Kshs 20 (ca. US\$ 0.36) for registration which is the standard practice in health dispensaries in Kenya. The dispensary has the following facilities: (i) consultation room; (ii) nursing room; (iii) treatment area; (iv) card/registry area; (v) pharmacy; (vi) drug store; (vii) a 3 bed obstetric care unit; (viii) mini water treatment plant; (ix) an incinerator for managing biomedical waste; (x) toilet facilities; (xi) water supply network; and (xii) electricity supply. In addition to the standard health care available at public clinics, the dispensary offers family planning, mother and child health care and HIV and TB services.
- (d) *Enhancing livestock health and quality.* Pastoralism is the main livelihood source of the PAPs. The Project has constructed *eight livestock watering troughs and one cattle dip*. These facilities did not exist in the former villages. The PAPs are planning to charge non-PAPs for the use of the cattle dip.
- (e) *Fish ponds for enhanced nutrition of PAPs and income.* Prior to relocation, one PAP household had two fish ponds that were non-functional. These were replaced at RAPland and populated with fingerlings, with the aim of introducing fish as an alternative source of nutrition for the PAPs and income for the household.
- (f) *Social hall for community meetings.* This is to provide PAPs, PAP women's groups and PAP youth groups with a place for meeting and discussing community matters. The hall can also be hired out to outside parties. This facility did not exist in the former villages.

- (g) *Accessible electricity infrastructure.* As part of the negotiated agreement, KenGen paid for electricity infrastructure (poles, transformers etc.) to bring electricity supply to RAPland within easy access of each household. PAPs chose to use the lump-sum KShs. 35,000 movement/disturbance allowance for the cost of connecting their individual houses to the electricity infrastructure paid for by KenGen.⁴
- (h) *Provision of a bus for commuting.* As part of the negotiated agreement, KenGen provided for a 60-seat bus that would be given to the PAPs to allow those PAPs who have jobs at or close to the previous village sites to commute from the resettlement site. The bus was handed over to the PAPs on November 27, 2014.

Inter- and intra-community tensions

18. ***During the negotiations to agree on the RAP and its implementation, some inter- and intra-community tensions and disagreements surfaced.*** They arose between the PAPs and outside Maasai communities (Maasai from Narok, Mai Mahiu, Kajiado and the greater Naivasha area; and Maasai community at Suswa Triangle) and within the PAP group itself (on the issue of a mosque and ownership and management of the Maasai cultural center business after relocation). These were resolved through consultations and negotiations with KenGen and/or through the Grievance and Complaints Handling Mechanism (GCHM).⁵

- (a) *In 2011 there were disagreements between some PAPs and people from external Maasai groups who were seeking influence over the RAP process.* A group of Maasai community representatives, (referred to by KenGen as Group B), composed of elders who were selected by the then Minister for Culture and National Heritage “to look after the interests of the wider Maasai community stakeholders who would be directly or indirectly affected by the Project” intervened in PAP meetings. This Group B was not recognized by Group A (composed of chairmen of the four villages directly affected by the Project, and who were to be resettled), which considered them as intruders. Following a number of consultations with all stakeholders (KenGen and Group A and B representatives), it was agreed that Group B and other communities of Maasai in the greater Naivasha area would be accommodated in the Stakeholder Coordinating Committee (SCC), but that Group A (the PAPs) would remain the custodians and decision makers for the Olkaria IV RAP. The broad mandate of the SCC was to liaise with KenGen with regard to (a)

⁴ One PAP declined this option. Nevertheless his house in RAPland was connected in error to the electricity supply. He was refunded the Ksh 35,000 disturbance allowance on December 9, 2014.

⁵ The Grievance and Complaints Handling Mechanism (GCHM) consisted of four levels: Level one – Community Advisory Council (CAC) is composed of elders who are knowledgeable in traditional systems for grievance handling. Each PAP village elected two elders to the CAC. Level two is the RAP implementation committee (RAPIC). This is composed of 5 representatives, of whom at least 2 are women, from each of the four PAP villages. This level also has a youth representative and a representative of people with disabilities. KenGen and relevant line ministry representatives are also members of the RAPIC. The third level is that of independent arbiter who should be agreed jointly by both the complainant and defendant (whether KenGen or any other person). However, none of the PAPs sought the services of an independent arbiter during RAP implementation. Finally, (Level 4) a complainant may seek resolution from the law courts.

casual employment opportunities; and (b) issues related to the environment outside of the RAP – on behalf of the Maasai community in the broader Naivasha area.

- (b) *Maasai Community at the Suswa Triangle.* In the process of identifying an acceptable resettlement site, consideration was given to the Suswa Triangle, located to the south of Olkaria and about 20 kilometers from Mai Mahiu. The Maasai community already established in this area expressed during consultations that they were unwilling to accommodate the PAPs. Therefore the Suswa Triangle was considered to be unsuitable, and an uninhabited resettlement site was sought, resulting eventually in the selection of the RAPland site.
- (c) *Cultural Center PAPs.* One of the villages from which PAPs were resettled was the Maasai Cultural Center village. The Cultural Center, which is located in close proximity to the Oljorwa gorge, served both as a village and as a center for the display of various Maasai arts and cultural practices. This latter aspect of the village therefore provided opportunities for the Cultural Center villagers and Maasai from other parts of the country to display and sell Maasai artifacts as well as to provide tour guide services to tourists who visited the gorge. As a result of the dual role of the Cultural Center, it had two committees, the village council of elders (found in any Maasai village) and the Cultural Center Management Committee, which was responsible for the tourism business aspects of the village. Both aspects of the Center had representation in the RAP Implementation Committee (RAPIC), with the village represented by five people, including two women, and the Cultural Center (business) management by one person. To accommodate the business aspect of the Center after relocation, 14 acres of land were donated by KenGen from land it had purchased. Title (communal) to these 14 acres will be given to all the PAPs. The original Cultural Center committee sought to retain its management of the post-relocation business. The PAPs in the Cultural Center village did not want PAPs from the other three villages to be part of the Cultural Center business after relocation. Negotiations as part of the RAP concluded with agreement that the use of the 14-acre Cultural Center was to be non-exclusive (i.e., available to all PAPs and to outside groups of Maasai to conduct businesses).

Ng'ati Farm Evictions

19. In mid-July 2013 a number of Maasai families were forcefully evicted from their homes on land in Ng'ati Farm that is owned by a farmers' cooperative society (Ng'ati Farmers Cooperative Society). ***Ng'ati Farm is located adjacent to the Olkaria I geothermal project area but not part of the Olkaria I or IV project, nor are the evictions in any way linked to the Project.***

20. The dispute over the Maasai settlement on the Ng'ati Farm has been ongoing for 20 years between the Maasai community and the Cooperative. Several court cases have been filed by the parties. A court decision delivered in 2000 and unsuccessfully challenged on appeal in 2009 awarded the Maasai 4,207 acres out of 16,000 acres of the Ng'ati Farm on the basis of adverse possession.

21. The Cooperative obtained an eviction order as a result of a court judgment reportedly allowing them to expel “squatters” from parts of its property. On July 16, 2013, forced evictions were carried out. A total of 247 houses and corresponding assets were destroyed during these evictions.

22. Thirteen PAP households which were to be resettled under the Project (comprising a total of 74 individuals) were caught up in the evictions with the result that their houses and assets were destroyed. In addition to the 13 PAP households, approximately 234 Maa-sai households who are not considered PAPs under the Olkaria IV RAP were also affected by the evictions.

23. The Bank expressed its concern about these evictions to the Government of Kenya. The Government condemned the evictions and undertook to compensate the affected households. On October 24, 2014 the Ministry of Energy and Petroleum wrote to the Bank to confirm that compensation for all households affected by these evictions had been successfully concluded.

IV. MANAGEMENT’S RESPONSE

24. The Requesters’ claims, accompanied by Management’s detailed responses, are provided in Annex 1.

25. ***Management considers that the preparation and mitigation measures for this Project have exceeded normal practices in Kenya and are consistent with Bank policies and procedures and international best practices.*** Management is committed to ensuring that the Project complies with all relevant environmental, health and safety regulations of Kenya, and the Bank’s operational policies and procedures.

26. Management therefore does not agree that the alleged adverse impacts raised in the Request are resulting from the project. In Management’s view the issues pertaining to: (a) lack of furniture in the resettlement houses; (b) exclusion of some community members from the resettlement process; and (c) irregular provision of cash compensation to some eligible persons, are not valid issues as they have been discussed and agreed between KenGen and the PAPs, and are clearly laid out in the MoU agreed to by the PAPs (see Annexes 3 and 4).

27. Management understands that some of the PAPs are temporarily burdened with additional financial expenditure for commuting between the new resettlement site and their workplace. However, Management wishes to highlight the fact that this is due to deliberate decisions taken by the PAPs.

28. ***Because appropriate measures have been taken or are in the process of being finalized to mitigate relevant Project impacts, Management believes that the Requesters have no basis to claim that their rights or interests have been, or will be, directly and adversely affected by a failure of the Bank to implement its policies and procedures.***

Specific Issues Raised in the Request

Resettlement

29. *The Requesters allege that the resettlement affected their lives and instead of at least restoring their livelihoods, it added impoverishment, intra-community disputes, and health concerns resulting from the stress of the situation brought about by the project. They also allege that the Bank did not closely monitor the resettlement process.*

30. ***Management disagrees with this assessment and believes that implementation of the RAP has restored the livelihoods of the PAPs to at least the level before resettlement or better.*** Given that the PAPs moved only three months ago, the monitoring and evaluation of RAP implementation will provide important information on unanticipated adverse impacts, if any, that need to be addressed. Management remains committed to continue to supervise the implementation of the resettlement process.

31. ***To date, Management has found no evidence that the resettlement has brought about “impoverishment, intra-community disputes, and health concerns.”*** In line with OP 4.12, the Olkaria RAP has significantly improved the social and economic wellbeing and living standards of the PAPs, as noted above in paragraph 17. The RAP also incorporated aspects of Maasai culture into the Project level grievance redress mechanism (GCHM) and sought to replicate village and family spatial patterns at the relocation site.

Monitoring and Supervision

32. ***Management provided close monitoring of the design and implementation of resettlement through enhanced safeguards and RAP implementation support, with over 30 missions from October 2011 to November 2014.*** Missions involved observing: (a) *barazas* (public meetings including all PAPs and other stakeholders), RAPIC meetings, and sensitization meetings on land identification; (b) public disclosure of the entitlement matrix, list of PAPs to receive houses and payment of cash compensation; and (c) the relocation process. The Bank participated in November 2-4, 2011 and September 26, 2013 in joint AfD, KfW and EIB safeguards missions that visited to assess progress of the RAP implementation process and that held a meeting with PAPs.

33. Two Bank missions have been undertaken since the resettlement in August-September 2014 to assess how PAPs are settling in after the relocation to RAPland. The Bank team observed the meeting on September 5, 2014 held by KenGen to receive feedback from the PAPs on the post-relocation. At this meeting the main complaints raised were: (a) lack of water at community water points; and (b) need to improve the state of the roads. No complaint was raised at that time in the community meeting about transport costs. The Bank team made a further visit on November 19, 2014. In addition to field missions, regular meetings were held with KenGen officials at their offices in Nairobi to discuss Project progress including RAP implementation progress. The Country Director visited RAPland on July 25, 2014.

34. The Bank team brought complaints received from PAPs to the attention of KenGen in addition to responding to such complaints directly, either in written form or in face to

face meetings with the complainants at the Bank offices in Nairobi or in the field. See also para 55 for more detail.

35. The temporary water problem raised at the September 5, 2014 meeting referred to in the Request has been addressed in the meantime.

36. The Bank will continue to monitor and supervise closely as the Project moves forward and ensure issues arising from resettlement and others will be addressed appropriately.

Economic Impact

37. *The Requesters allege that the majority of PAPs are now far away from their main sources of income and that some of them need to pay a substantial part of their income to cover transport costs to and from the workplace. They claim that this is impoverishing their families, affecting their lifestyle, and creating stress and friction in the community.*

38. ***Management would like to note that the additional financial expenditure for commuting between the new resettlement site and their workplace was not raised by the PAPs with KenGen, the RAPIC, or the Bank prior to submitting the Request for Inspection. In Management's view, appropriate provision was made in the resettlement agreement to address commuting related impacts, through the provision of a bus by KenGen.*** As discussed below, after delivery of the bus, the PAPs have apparently decided to lease the bus to a third-party, instead of using it for commuting purposes. While this decision may have financial implications related to the PAPs' commuting going forward, this decision of the PAPs themselves and is beyond the control of the Bank or KenGen.

39. ***As part of the resettlement agreement KenGen provided a bus (60-seater) to the PAPs to enable them to commute to their work places.*** The resettlement site is located between 6 and 12 kilometers from the PAPs' previous villages.⁶ Since some of the PAPs have retained their jobs at or close to the previous village sites they had agreed with KenGen that a bus (60-seater) to be provided by KenGen would enable them to commute. Provision of such a bus to solve the commuting issues was the expressed wish of the PAPs.

40. ***KenGen had purchased the bus in June 2014, but hand-over was delayed by the PAPs until November 2014.*** The bus for the PAPs was ordered by KenGen from Simba Colt Motors of Kenya on June 24, 2014. Simba Colt Motors confirmed to KenGen that the bus was available at the end of June 2014. The purchase price paid by KenGen included the fees due to KRA (Kenya Revenue Authority) for registration and transfer of the bus to the PAPs' welfare society (*Ewangan Sinyati Welfare*). However, the hand-over of the bus was delayed by several factors outside KenGen's control. These included delays on the part of the PAPs in completing the process of obtaining the registration certificate of the PAPs' welfare society and the personal identification number (PIN) certificate required to allow for registration and hand-over of the bus to the PAPs. Although the PAPs' welfare

⁶ The village closest to RAPland is 6 km away, and the furthest 12 km (see also Annex 2).

society was registered by their lawyer in July 2014, the release of the PIN registration certificate was delayed. Management does not know why the PAPs' lawyer was not able to obtain the PIN certificate within the average duration for this process.⁷

41. ***As a result of this, the PAPs' welfare society obtained a PIN certificate only on October 29, 2014.*** The documents were presented by the society on November 11, 2014, to Simba Colts Motors Company who as the seller of the bus had to submit the documents to the Kenya Revenue Authority for issuing the car title and number plates.

42. ***The PAPs had insisted that their own lawyer handles the transfer and registration of the bus exclusively without KenGen's involvement or support.*** The PAPs' lawyer also represented them during the RAP and MoU negotiations (the MoU of July 1, 2013 and the amended MoU on September 10, 2014 are both signed by their legal representative). KenGen confirmed that the PAPs never requested KenGen's assistance for this process (including paying any legal fees) and always insisted that they would handle the relationship with their lawyer, including payment of fees, without the involvement of KenGen.

43. ***In Management's view the delay of more than five months between the readiness for pickup of the bus and the registration and final handover could have been avoided.*** The normal timelines for the required bureaucratic steps could have been completed within a much shorter period⁸ such that the bus could have been ready in service by the time the relocation started. However, the process was kept – at the expressed wish of the PAPs – outside KenGen's control and involvement, and therefore KenGen was not able to ensure a timely registration and deployment of the bus.

44. ***This delay meant that the bus was not ready for use at the time of relocation and that those PAPs with jobs at the old village sites had to rely for the time being on commercial minibuses and occasional transport opportunities to get to work.*** KenGen informed the Bank that the PAPs did not raise that issue or request any assistance regarding transportation while waiting for the transfer of the bus. The PAPs also declined KenGen's involvement in managing the bus or its operation once delivered.

45. ***The bus was handed over to the PAPs on November 26, 2014, however, Management understands that the bus is not being used for the PAPs' commute, but instead has been leased out to a private firm by the PAPs.*** KenGen learned of this only on December 3, 2014. Management understands that the PAPs' welfare society's Bus Management Committee has taken the decision to lease the bus while in the meantime two privately owned minibuses ("matatus") are providing transportation to the PAPs. Reportedly the fares charged by these minibuses are unreasonably high.

46. ***Management is of the view that the commuting challenge that resulted from the resettlement was adequately addressed by the provision of a bus by KenGen, which was***

⁷ The application for a PIN certificate is an online process and the PIN certificate is issued online or can be obtained at KRA offices within 3 to 7 days for societies.

⁸ Registering a bus in the name of a society (i.e., order for a vehicle log book and number plate to be issued by KRA) takes from 14 to 21 days.

also in line with the PAPs' clear preference, and cannot be attributed to the Bank's failure to apply Bank policy. The impact from the delay in providing the bus to the PAPs could have been avoided had the PAPs accepted the support offered by KenGen for the process. Going forward, the financial impact from not using the bus (and leasing it out instead) is based on a business decision taken by the PAPs' welfare society. Management understands from KenGen that the leasing deal affords the PAPs' welfare society a monthly income of KSh 600,000 (ca. US\$ 6,518) which could be used to provide for affordable transport for those PAPs that require commuting.

47. ***Management is currently awaiting further information to better understand the background to these business transactions and their implications for the PAPs who need to commute.*** Management has requested KenGen to inquire about: (a) the nature of these transactions; (b) who had authorized them; (c) who administers the proceeds from the leasing deal and what is the intended use for those monies; and (d) if the deployment of mini-buses (to substitute for the bus) will enable the PAPs who need to commute to do so at a reasonable price.

48. ***Regarding the allegedly increased school dropout rates in connection with the resettlement, the welfare society reported no disruptions in their school life as a result of the relocation and no increased dropout rates.*** KenGen informed the Bank that this year, three children from the Cultural Center village dropped out of school between January and April 2014, ***well before the relocation process began***. There is no indication that dropouts from school are related to the relocation.

Housing and Community Life

49. ***The Requesters allege that their cultural belief and spirit of togetherness is not reflected in the housing setup at the resettlement site.***

50. ***Management wishes to point out that the layout and spacing of the houses on the resettlement site was designed in close consultation with the PAPs and in line with their preferences and wishes.*** All four PAP villages wished to be moved together and to be allocated houses according to family sets. The PAPs requested that proximity of village groups and family groupings within villages be factored into the planning and allocation of housing clusters while arranging clusters according to extended family set ups. However, they did not wish to be resettled in an "estate-like" setting, preferring scattered residential settings that reflected their pre-Project situation.

51. ***PAPs worked closely with the operations unit of KenGen in the design of houses and settlement clusters by village and by family.*** As a result it was agreed that Cultural Center and Olomayana Ndogo villages were to be settled on one side of RAPland and Olonongot and Olosinyat villages on the other. Each cluster of residential houses belongs to an extended family set.

52. Structures in each cluster are grouped close to each other, with each household sitting on a one acre plot. It was agreed with KenGen that there would be a number of 30

meter gaps for livestock in RAPland perimeter fencing to enable access to grazing areas outside the RAPland.

Alleged Exclusion of PAPs from the RAP

53. *The Requesters allege that 14 of the more vulnerable households were excluded from the resettlement process.*

54. *Management is not aware of the cited 14 families that allegedly have been excluded from the RAP and these 14 families have not approached KenGen, the RAPIC, the GCHM, or the Bank.* Management did receive a number of complaints from PAPs in connection with the RAP, which have been reviewed and resolved through the RAPIC. *If PAPs believe that they have been unjustifiably omitted from the RAP process they would need to come forward so that their claim can be verified against the censuses taken for the RAP.*

55. *The following 13 complaints from six individuals and/or groups related to the RAP were sent or copied to the Bank.* The Bank responded to some of them in writing and/or met with the individual complainants or forwarded them to KenGen for response. KenGen tabled the following complaints to the RAPIC:

- (a) *Request for a mosque or financial compensation in lieu of a mosque.* The May 26, 2013 request was addressed to the KenGen Managing Director, who responded in writing on May 31, 2013. The matter was also discussed at RAPIC meetings on August 10, 2012 and on January 11, 2013. There was no mosque at time of census cut off of September 16, 2009. Hence the RAPIC decided that no replacement mosque was required.
- (b) *Two complaints by one individual alleging that he was left out of housing compensation unfairly (received on April 1, 2014) and that his traditional house was pulled down by KenGen's community liaison office and his property looted while he was away (received on October 24 2014).* On February 4, 2014, a RAPIC meeting resolved that *"RAPIC had closed the matter (regarding additional housing) and KenGen will not open this matter for discussion, however the committee was asked to handle any complaints through the complaints and grievance handling mechanism"*. Despite this resolution by RAPIC, the matter concerning the individual's complaint was tabled at the RAPIC meeting on April 24, 2014. *It was shown that the 2009 RAP recorded that he had an incomplete house and that the revalidation census exercise in 2012 and 2013 did not record a house owned by him. Based on that it was decided that he did not qualify for housing compensation.* Following the individual's complaint of October 24, 2014, Management consulted KenGen to understand why the individual's house would have been pulled down in his absence and his property stolen. KenGen informed the Bank that the individual did not have a house of his own but lived with a relative who owned a house in one of the four villages and who benefited from housing compensation at RAPland. Following the relocation of the PAPs to RAPland, the individual moved into the house vacated by the relative. KenGen approached him to inform him that the house would be torn down upon expiration of the grace period

allowed to PAPs for right of salvage. The individual requested a few days to enable him to vacate the house. Afterwards, KenGen hired casual laborers to tear down the vacated house because there was no property in it.

- (c) *Complaint by five women from the Cultural Center.* The Bank followed up with a site visit and established that two of the signatories to the complaint letter had received cash compensation – one received the cash in her name (as she was the head of her household) while the other received the cash in the name of her husband (as the head of her household). A third woman, together with her household, was a beneficiary of housing compensation and therefore had moved to RAPland. The names of the two remaining women were not captured in the 2009 census. KenGen and the Deputy County Commissioner agreed to provide these two women with some assistance outside the RAP on humanitarian grounds. The Community Liaison office of KenGen informed the Bank that they were assisted to move back to Narasha, a nearby village from which they had come.

Furniture

56. *The Requesters complain that the houses at the resettlement site are empty and do not contain any furniture.*

57. ***Management wishes to point out that the agreed resettlement package between the PAPs and KenGen includes the provision of housing and assistance by KenGen to move furniture and assets to the new houses. The resettlement houses were never intended to be provided fully furnished.*** . In line with OP4.12, PAPs either had their residential structures replaced or cash compensation for their lost (immovable) assets or both, depending on the PAP category as outlined in the RAP. Upon relocation (for which KenGen provided free transport), PAPs were allowed a one week period to salvage any valuable materials, including furniture, bedding and other items from the structures that they would be leaving behind. Furniture and bedding were not included either in the negotiated MoU with KenGen or in the RAP.

Cash Compensation

58. *The Requesters allege that some PAPs received resettlement houses and cash compensation based on “corruption, nepotism, ethnicity and religious ground.”*

59. ***Management is not aware of any allegations of corruption or nepotism on ethnic or religious grounds, or otherwise. Any reasonable suspicion of cases of unjustified payments should be brought to Management’s attention so that they can be investigated.***

60. ***Moreover, the following transparent criteria were applied for the compensation reflected in the RAP.*** The cited cash compensation was paid to PAPs within the following five categories and is consistent with OP4.12 (see Annex 3, MoU, pages 8-11). Some PAPs indeed qualified for receiving cash compensation in addition to receiving a resettlement house.

Category	Compensation as laid out in the RAP/MoU
Category 1: Land “Owners” with residential Housing Units. ⁹ These PAPs were occupants of land that belonged to Kedong Ranch, which is the legal title holder. The PAPs had no legal title – individually or communally – to the land they lived on. However, as a community, they laid claim to ancestral ownership of the land. They owned assets such as residential houses, livestock pens/enclosures etc. for which they would need compensation, in addition to communal land-for-land compensation.	<ol style="list-style-type: none"> 1. Land for land compensation with group ownership titles. 2. Construction of three room housing with detached kitchen, bathroom, pit latrine, rain water harvesting tank, guttering, and barbed wire fencing around housing unit. 3. Moving or disturbance allowance for transport to new areas of residence of a fixed amount of Ksh 35,000. <p>Compensation for loss of easy access to workplaces and trading centers due to increased distance. This will include: (a) main access road into the resettlement site and internal access roads constructed to all weather murram (gravel road) surface according to specification and standards for rural roads; and (b) a bus with carrying capacity of at least 60 passengers will be purchased to enable all PAPs at the resettlement site to be able to move from the site.</p>
Category 2: Landlords (includes both landowners and land tenants with rental housing units) i.e., PAPs with housing/buildings for rental from which they derive monthly income.	<ul style="list-style-type: none"> - Lump sum cash payment at full replacement cost of structure; - Lump sum cash payment equivalent to three months’ rent for loss of income.
Category 3: Housing tenants.	Lump sum cash payment equivalent to three months’ rent to enable PAP to find alternative accommodation upon relocation.
Category 4: Land tenants.	Lump sum cash payment at full replacement cost of residential house; movement allowance.
Category 5: Cultural Center as a business entity.	The Center remains at its current location, with all its structures being retained; 14 acres of land on which the Center is located is donated by KenGen; ¹⁰ community ownership of the land title for the 14 acres.
Category 6: The poor and vulnerable members among the PAPs (the elderly,	Land-for-land compensation (1,700 acres have been purchased for all PAPs including

⁹ These definitions are from the July 1, 2013 MoU between KenGen and Olkaria 280MW geothermal Development Project Affected Persons (PAPs).

¹⁰ KenGen had already purchased separately from the Project 50 acres of land. When the decision was made not to move the cultural center to RAPland, KenGen cut out 14 acres of these 50 acres to give the communal title to the PAPs.

Category	Compensation as laid out in the RAP/MoU
female headed households, the disabled). The MoU states that “being poor and vulnerable does not necessarily mean being landless or having no house. Where the vulnerable are found to be landowners with residential houses, they are entitled to the same compensation measures as other PAPs in this category. But where they need special help to move to the resettlement site, the nature of help, e.g., provision of means of transport may be considered on a case by case basis in consultation with RAPIC from respective villages.	this category); community ownership of land title; housing units of 3 rooms each and a detached kitchen, bathroom and pit latrine for qualifying PAPs; A bus for all PAPs (including this category) to access the main road network easily from the site; Lump sum cash payment of Ksh 35,000.00 to qualifying categories of PAPs to facilitate movement; KenGen may consider special help for this category of PAPs.

Alleged Threat of Retaliation

61. ***Prior to receiving the Request for Inspection, Management had not been made aware of allegations that some PAPs were pressed at a recent RAPIC meeting not to complain.*** Management is unable to confirm the accuracy of these allegations. However, Management takes allegations of coercion in such instances very seriously, and consequently has followed up with the borrower on this issue and emphasized that any intimidation of Project affected communities in any form is unacceptable to the Bank. KenGen has responded to the Bank that it was not aware of this allegation and has assured the Bank that its staff is strictly advised not to engage in any coercion of PAPs.

Conclusion

62. ***In Management’s view, potential adverse impacts from the resettlement have been adequately mitigated through the provisions in the RAP and through the RAP implementation process. Management understands that some PAPs have been temporarily burdened with additional transport costs due to the delay in transferring the bus provided by KenGen. In Management’s view, these delays have been incurred unnecessarily by the PAPs’ lawyer and that a timely transfer of the bus and its availability for commuting could have been achieved at the time of relocation.***

63. ***Moreover, now that the bus has been successfully transferred, the PAPs have decided to lease it out to a third party, which will prevent the PAPs using it for their own purposes. It is not clear to Management how this decision by the PAPs is consistent with the originally agreed purpose of the bus, which was to help address the potential financial burden on PAPs of commuting from RAPland to their work places – a concern which is at the center of the Request for Inspection. Management intends to follow up with KenGen to better understand the background of this transaction and its implication for the PAPs.***

64. ***Management is of the view that the transportation issue has been adequately addressed by KenGen by providing the bus, and that the PAPs’ decision not to use the bus***

does not represent a failure on the part of KenGen or a failure of the Bank to apply its own policies.

65. *In Management's view the income generated by the PAPs' through the lease of the bus should be used to offset past expenses incurred by some PAPs since the relocation for commuting, and going forward organize affordable transport opportunities for those who require commuting services.*

66. Management is following up with KenGen to better understand the background of this transaction and its implication for the PAPs. Management will continue to closely supervise the project, especially in light of the recent events (i.e, the bus lease out) to make sure that PAPs are not adversely affected by the transportation issue since the relocation.

67. Management believes that the Bank has made every effort to apply its policies and procedures and to pursue concretely its mission statement in the context of the Project. In Management's view, the Bank has followed the guidelines, policies and procedures applicable to the matters raised by the Request. As a result, Management believes that the Requesters' rights or interests have not been, nor will they be, directly and adversely affected by a failure of the Bank to implement its policies and procedures.

Annex 1. Claims and Responses

No.	Claim/Issue	Response
1.	<p>Resettlement. The Requesters state that the resettlement affected their lives and instead of at least restoring their livelihoods, it added impoverishment, intra-community disputes, and health concerns resulting from the stress of the situation brought about by the Project.</p> <p>They also state that "<i>contrary to their promise,</i>" the World Bank did not closely monitor the resettlement process.</p>	<p>Livelihoods</p> <p><i>Management believes that the resettlement has restored the livelihoods of the PAPs to at least the level before resettlement or better.</i> To date, Management has found no evidence that the resettlement has brought about "impoverishment, intra-community disputes, and health concerns." In line with OP 4.12, the Olkaria RAP has significantly improved the social and economic wellbeing and living standards of the PAPs through: improved housing; access to water, electricity and improved roads; construction of a modern fully furnished primary school complete with teachers' housing; creation of employment and business opportunities; access to a health dispensary and provision of medical services; and support of livelihood enhancement projects such as a cattle dip and cattle water troughs. Education scholarships will be provided to some students. The RAP incorporated aspects of Maasai culture into the GCHM and sought to replicate village and family spatial patterns at the relocation site.</p> <p>Inter- and Intra-Community Disputes</p> <p><i>During the negotiations to agree on the RAP and its implementation, some inter- and intra-community tensions and disagreements surfaced.</i> They arose between the PAPs and outside Maasai communities (Maasai from Narok and the greater Naivasha area; and Maasai community at Suswa Triangle) and within the PAP group itself (on the issue of a mosque and ownership of a business). These were resolved through consultations and negotiations with KenGen and/or through the GCHM.</p> <ul style="list-style-type: none"> <i>In 2011 there were disagreements between some PAPs and people from external Maasai groups who were seeking influence over the RAP process.</i> A group of Maasai community representatives, (referred to by KenGen as Group B), composed of elders who were selected by the then Minister for Culture and National Heritage "to look after the interests of the wider Maasai community stakeholders who would be directly or indirectly affected by the Project" intervened in PAP meetings. This Group B was not recognized by Group A (composed of chairmen of the four villages directly affected by the Project, and who were to be resettled), which considered them as intruders. Following a number of consultations with all stakeholders (KenGen and Group A and B representatives), it was agreed that Group B and other communities of Maasai in the greater Naivasha area would be accommodated in the Stakeholder Coordinating Committee, but that Group A (the PAPs) would remain the custodians and decision makers for the Olkaria IV RAP. The broad mandate of the SCC was to liaise with KenGen with regard to (a) casual employment opportunities; and (b) issues related to the environment outside of the RAP – on behalf of the Maasai community in the broader Naivasha area. <i>Maasai Community at Suswa Triangle.</i> In the process of identifying an acceptable resettlement site, consideration was given to the Suswa Triangle, located to the south of Olkaria and about 20 kilometers from Mai Mai Mahiu. The Maasai community already established in this area expressed during consultations that they were unwilling to accommodate the PAPs. Therefore the Suswa Triangle was considered to be unsuitable, and an uninhabited resettlement site was sought, resulting eventually in the selection of the RAPland site.

No.	Claim/Issue	Response
		<ul style="list-style-type: none"> • <i>Cultural Center PAPs.</i> One of the villages from which PAPs were resettled was the Maasai Cultural Center village. The Cultural Centre, which is located in close proximity to the Oljorwa gorge, served both as a village and as a center for the display of various Maasai arts and cultural practices. This latter aspect of the village therefore provided opportunities for the villagers and other Maasai to display and sell Maasai artifacts as well as tour guide services to tourists who visited the gorge. As a result of the dual role of the Cultural Center, it had two committees, the village council of elders (found in any Maasai village) and the Cultural Center Management Committee, which was responsible for the tourism business aspects of the village. Both aspects of the Center had representation in the RAPIC, with the village represented by five people, including two women, and the Cultural Center (business) management by one person. To accommodate the business aspect of the Center after relocation, 14 acres were donated by KenGen, from a total of 50 acres which KenGen had – prior to the Project – purchased from Kedong Ranch – for its own geothermal development use. At that point, the original Cultural Center committee sought to retain its management of the post-relocation business. However, the PAPs in the Cultural Center village did not want PAPs from the other three villages to be part of the Cultural Center business after relocation. Negotiations as part of the RAP concluded with agreement that the use of the 14-acre Cultural Center was to be non-exclusive (i.e., available to all PAPs and to outside groups of Maasai to conduct businesses). <p>Close Monitoring of RAP</p> <p><i>Management provided close monitoring of the design and implementation of resettlement through enhanced safeguards and RAP implementation support with over 30 missions from October 2011 to November 2014. Missions involved observing: (i) barazas (public meetings including all PAPs and other stakeholders), RAPIC meetings, and sensitization meetings on land registration; (ii) public disclosure of the entitlement matrix, list of PAPs to receive houses and payment of cash compensation; and (iii) the relocation process. The Bank participated on September 26, 2013 and November 2-4, 2011 in joint AfD, KfW and EIB safeguards missions that visited to assess progress of the RAP implementation process and that held a meeting with PAPs. Two missions have been undertaken since the resettlement in August-September 2014 to assess how PAPs are settling in after the relocation to RAPland. In addition to field missions, regular meetings were held with KenGen officials at their offices in Nairobi to discuss Project progress including RAP implementation progress. The Country Director visited RAPland in October 2014. The Bank team brought complaints received from PAPs to the attention of KenGen in addition to responding to such complaints directly, either in written form or in face to face meetings with the complainants at the Bank offices in Nairobi or in the field. (See Annex 5).</i></p> <p>A Senior Social Development Specialist and a senior social development consultant both based in Kenya worked closely with KenGen in RAP implementation monitoring, identification of risks and mitigation strategies. Much of this was in 2012 when negotiations were taking place on key provisions of RAP activities, including identification of acceptable land; issue of location of Cultural Center and amount of land for Cultural Center business; sensitization on land registration options and disclosure of RAP content, in particular, the compensation measures etc.</p>

No.	Claim/Issue	Response
2.	<p>Economic Impact. More specifically, the Requesters state that the majority of those who were resettled are now far away from their main sources of income (e.g. the community tour guides who work at the 'lower gorge'). According to the Requesters, some of the affected people need to pay about 30% of their earnings to cover transport costs. Alternatively, they would need to walk from sunrise (6:00am) to arrive to their workplace (Rangers post) at 8:00 am. Others have been forced to rent houses in Naivasha, Karagita, OCK Kamere trading Centers, etc., at additional cost. They add that this is impoverishing their families, affecting their lifestyle, and creating stress and friction in the community. They also add that some parents can no longer afford secondary school fees and are avoiding their</p>	<p><i>As noted above, Management believes that implementation of the RAP has restored the livelihoods of the PAPs to at least the level before resettlement or better.</i> Given that the PAPs moved only three months ago, the monitoring and evaluation of RAP implementation will provide important information on unanticipated adverse impacts, if any, that need to be addressed. Management remains committed to supervise the implementation of the resettlement process.</p> <p>In line with OP 4.12, the Olkaria RAP has significantly improved the social and economic wellbeing and living standards of the PAPs as noted above in Item 1.</p> <p><i>Complaint about high transport cost.</i> Two missions have been undertaken since the resettlement in August-September 2014 to assess how PAPs are settling in after the relocation to RAPland. In the meeting on September 5, 2014 held by KenGen to receive feedback from the PAPs on the post-relocation, the main complaints raised were: (i) lack of water at community water points; and (ii) need to improve the state of the roads. No complaint was raised at that time in the community meeting about transport costs.</p> <p><i>Management's understands from the Request that some of the PAPs have been temporarily burdened with additional financial expenditure for commuting between the new resettlement site and their workplace. Management would like to note that this issue was not raised with KenGen, the RAPIC, or the Bank prior to submitting the Request for Inspection. Moreover, Management would like to point out that this situation is beyond the control of the Bank or KenGen and is based on deliberate decisions by the PAPs as set out below.</i></p> <p><i>KenGen had purchased the bus in June 2014, but hand-over was delayed by the PAPs until November 2014.</i> The bus for the PAPs was ordered by KenGen from Simba Colt Motors of Kenya on June 24, 2014. Simba Colt Motors confirmed to KenGen that the bus was available at the end of June 2014. The purchase price paid by KenGen included the fees due to KRA (Kenya Revenue Authority) for registration and transfer of the bus to the PAPs welfare society (Ewangan Sinyati Welfare). However, the hand-over of the bus was delayed by several factors outside KenGen's control. These included delays on the part of the PAPs in completing the process of obtaining the registration certificate of the PAPs' welfare society and the personal identification number (PIN) certificate required to allow for registration and hand-over of the bus to the PAPs. Although the PAPs' welfare society was registered by their lawyer in July 2014, the release of the PIN registration certificate was delayed. Management does not know why the process of obtaining the PIN Certificate was delayed.</p> <p><i>As a result of this, the PAPs welfare society obtained a PIN certificate only on October 29, 2014.</i> The documents were presented by the society) on 11th November 2014, to Simba Colts Motors Company who as the seller of the bus had to submit the documents to the Kenya Revenue Authority for issuing the car title and number plates.</p> <p><i>The PAPs insisted that their own lawyer will handle the transfer and registration of the bus without KenGen's involvement or support.</i> The PAPs lawyer also represented them during the RAP and MOU negotiations (the MOU of July 1, 2013 and the amended MOU on September 10, 2014 are both signed by their legal representative). KenGen confirmed that the PAPs have never requested KenGen's assistance for this process (including paying</p>

No.	Claim/Issue	Response
	<p>children's enquiry: "dad or mum when I will go back to school" (sic).</p>	<p>any legal fees) and always insisted that they would handle their lawyer including payment of their fees without the involvement of KenGen.</p> <p><i>In Management's view the delay of more than five months between the readiness for pickup of the bus and the registration and final handover could have been avoided.</i> The normal timelines for the required bureaucratic steps could have been completed within a much shorter period¹¹ to the effect that the bus could have been ready in service by the time the relocation started. However, the process was kept – at the expressed wish of the PAPs – outside KenGen's control and involvement, and therefore KenGen was not able to ensure a timely registration and deployment of the bus.</p> <p><i>This delay meant that the bus was not ready for use at relocation and that those PAPs with jobs at the old village sites had to rely on commercial minibuses and occasional transport opportunities to get to work.</i> KenGen informed the Bank that the PAPs did not raise that issue or request any assistance regarding transportation while waiting for the transfer of the bus. The PAPs also declined KenGen's involvement in managing the bus or its operation once delivered.</p> <p><i>The bus was handed over to the PAPs on November 26, 2014, however, Management understands that the bus is <u>not</u> being used for the PAPs' commute, but instead has been leased out to a private firm by the PAPs.</i> KenGen learned of this only on December 3, 2014. Management understands that the PAP's Welfare Society's Bus Management Committee has taken the decision to lease the bus while in the meantime two privately-owned minibuses ("matatus") are providing transportation to the PAPs. Reportedly the fares charged by these privately-owned minibuses are unreasonably high.</p> <p><i>Management is of the view that the commuting challenge that resulted from the resettlement was adequately addressed by the provision of a bus by KenGen, which was also in line with the PAPs clear preference. By leasing out the bus to a third party the PAPs will now have to make their own provisions for an adequate solution to the transport challenge.</i> Apparently this is intended to be achieved through the deployment of privately owned minibuses.</p> <p><i>In Management's view the financial burden from commuting that some PAPs are facing cannot be attributed to the Bank's failure to apply Bank policy.</i> The impact from the delay in providing the bus to the PAPs could have been avoided had the PAPs accepted the support offered by KenGen for the process. Going forward, the financial impact from not using the bus (and lease it out instead) is based on a business decision taken by the PAPs' Welfare Society.</p> <p><i>Management is currently awaiting further information to better understand the background to these business transactions and their implications for the PAPs who need to commute.</i> Management has requested KenGen to inquire about (i) the nature of these transactions, (ii) who had authorized these transactions, (iii) who administers the proceeds from the leasing deal and what is the intended use for those monies, and (iv) if the</p>

¹¹ The application for a PIN Certificate is an online process and the PIN Certificate is issued on-line or can be obtained at KRA offices within 3 to 7 days for societies. Registering a bus in the name of a society (i.e. order for a vehicle log book and number plate to be issued by KRA) takes between 14 to 21 days.

No.	Claim/Issue	Response
		<p>deployment of minibuses (to substitute for the bus) will enable the PAPs who need to commute to do so at a reasonable price.</p> <p><u><i>Children dropping out of school</i></u></p> <p>Relocation ended formally on September 2, during the week when the third school term was about to begin. As part of the follow-up mission on November 19, 2014, the Bank team sought to understand how the relocation process had impacted school children, both primary and secondary:</p> <ul style="list-style-type: none"> i) KenGen informed the mission that since relocation happened just before the start of the term, children in nursery and classes 1-7 from Olonongot Primary School, Mvuke (KenGen) and Narasha (public) primary schools were able to move with their parents and start the new school term at the newly built modern school at RAPland. ii) Children in class eight, candidates for national exit exams, remained in whichever school they were in prior to relocation, but KenGen provided transport for them on a daily basis until they completed their exams in mid-November 2014. iii) As for secondary school children, the Welfare and Bus Committee members reported no disruptions in their school life as a result of the relocation and no increased dropout rates. KenGen also informed the Bank that this year, 3 children from the Cultural Center village dropped out of school between January and April 2014, well before the relocation process began. This suggests that the reported dropouts from school are not related to the relocation. iv) It should be noted that primary school is free in Kenya except for Ksh 140 (US\$2) paid by parents for meals. Similarly, secondary day school is free except for Ksh 2,000 (US\$23)/term for meals and Ksh 2,000/year for development. In addition, there are various sources of funds to support needy children in secondary schools. These include (i) school bursary fund and aid given directly to schools by the Ministry of Education in support of needy children in each school; and (ii) Constituency Development Fund (CDF) which is managed by the Member of Parliament for a given political constituency. The fund is for general development activities prioritized by the respective constituents. In many constituencies in Kenya, part of this fund is used to pay bursary for needy children from vulnerable households and orphans.
3.	<p>Housing and Community Life. Additionally, the Requesters consider that their cultural belief and spirit of togetherness as "<i>One Community (family)</i>" is threatened through the introduction of</p>	<p><i>The layout and spacing of the houses on the resettlement site was designed in consultation with the PAPs and in line with their preferences and wishes.</i> All four PAP villages wished to be moved together and to be allocated houses according to family sets. The PAPs requested that proximity of village groups and family groupings within villages be factored into the planning and allocation of housing clusters while arranging clusters according to extended family set ups. However, they did not wish to be resettled in an "estate-like" setting, preferring scattered residential settings that reflected their pre-Project situation.</p> <p>PAPs worked closely with the operations unit of KenGen in the design of houses and settlement clusters by village and by family. As a result it was agreed that Cultural Center and Olomayana Ndogo villages were to be settled on one side of RAPland and</p>

No.	Claim/Issue	Response
	<p>other ways of life based on "loneliness and single thinkings life" (sic). They state that KenGen was supposed to build 164 houses at "RAPLAND" but only 150 houses were provided. According to them, this led to the exclusion of 14 of the more vulnerable households (which include the poor, orphans and widows). They further state that the houses provided are empty, families sit on stone, and use cotton and cow hides as mattresses.</p>	<p>Olonongot and Olosinyat villages on the other. Each cluster of residential houses belongs to an extended family set.</p> <p>Structures in each cluster are grouped close to each other, with each household sitting on a one acre plot. In addition, It was agreed with KenGen that there would be a number of 30 meter gaps for livestock passage in RAPland perimeter fencing to enable access grazing land outside.</p> <p><i>Alleged Exclusion of PAPs from the RAP</i></p> <p>Management is not aware of the cited 14 families that allegedly have been excluded from the RAP. Management did receive a number of complaints from PAPs in connection with the RAP, which have been reviewed and resolved through the RAPIC. If PAPs believe that they have been omitted from the RAP process they would need to come forward so that their claim can be verified against the censuses taken for the RAP.</p> <p>The following 13 complaints from six individuals and/or groups related to the RAP were sent or copied to the Bank. The Bank responded to some of them in writing and/or met with the individual complainants or forwarded them to KenGen for response. KenGen tabled the following complaints to the RAPIC:</p> <ul style="list-style-type: none"> • <i>Request for a mosque or money in lieu of a mosque.</i> The May 26, 2013 request was addressed to the KenGen Managing Director, who responded in writing on May 31, 2013. There was no mosque at the time of the census cutoff, September 16, 2009. The matter was also discussed at RAPIC meetings on August 10, 2012 and on January 11, 2013 which also decided that no replacement mosque was required. • <i>Two complaints by one individual alleging that he was left out of housing compensation unfairly (received on April 1, 2014) and that his traditional house was pulled down by KenGen's community liaison office and his property looted while he was away (received on October 24 2014).</i> On February 4, 2014, a RAPIC meeting resolved that "RAPIC had closed the matter (regarding additional housing) and KenGen will not open this matter for discussion, however the committee was asked to handle any complaints through the complaints and grievance handling mechanism". Despite this resolution by RAPIC, the matter concerning the individual's complaint was tabled at the RAPIC meeting on April 24, 2014. It was shown that the 2009 RAP recorded that he had an incomplete house and that the revalidation census exercise in 2012 and 2013 did not record a house owned by him. Based on that it was decided that he did not qualify for housing compensation. Following the individual's complaint of October 24, 2014, Management consulted KenGen to understand why the individual's house would have been pulled down in his absence and his property stolen. KenGen informed the Bank that the individual did not have a house of his own but lived with a relative who owned a house in one of the four villages and who benefited from housing compensation at RAPland. Following the relocation of the PAPs to RAPland, the individual moved into the house vacated by the relative. KenGen approached him to inform him that the house would be torn down upon expiration of the grace period allowed to PAPs for right of salvage. The individual requested a few days to enable him to vacate the house. Afterwards, KenGen hired casual laborers to tear down the vacated house because there was no property in it. In the April 1, 2014 complaint letter, the individual also listed four others who he said were included in the 2012 and 2013 census and who he said should have

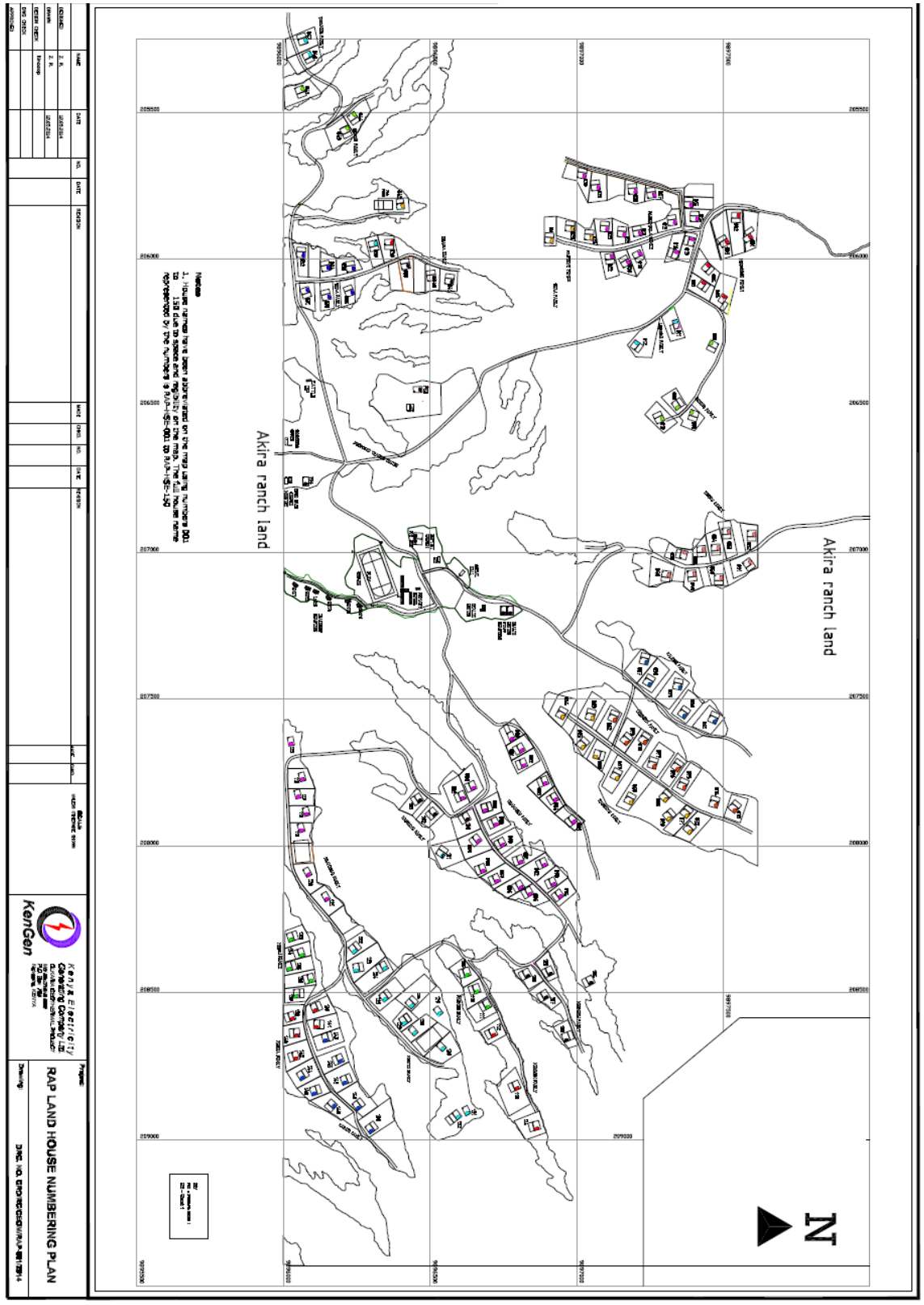
No.	Claim/Issue	Response
		<p>qualified for housing compensation. Management enquired from KenGen who confirmed that these names had not been captured in the 2009 census cutoff as qualifying for housing compensation. According to KenGen, one individual listed in the letter came to Olomayana Ndogo after the cutoff date. Even though her name appears in the 2012 and 2013 censuses, RAPIC members decided during the 2013 validation exercise that she did not qualify for housing compensation. KenGen affirmed that another person listed in the complaint letter is a non-PAP Maasai who came to the Olkaria area in pursuit of livelihood opportunities. Another person listed in the letter was captured as owning a rental structure from which he drew monthly income. This individual received cash compensation for the rental structure. Finally, the last name listed in the complaint letter was not known to KenGen staff on the ground.</p> <ul style="list-style-type: none"> • <i>Complaint by five women from the Cultural Center.</i> The Bank followed up with a site visit and established that two of the signatories to the complaint letter had received cash compensation – one received the cash in her name (as she was the head of her household) while the other's household received the cash in the name of her husband (as the head of her household). One of the women, together with her household, was a beneficiary of housing compensation and therefore had moved to RAP-land. The names of the two remaining women were not captured in the 2009 census. KenGen and the Deputy County Commissioner agreed to provide them with some assistance outside the RAP on humanitarian grounds. The Community Liaison office of KenGen informed the Bank that they were assisted to move back to Narasha, a nearby village from which they had come. <p>Three censuses were taken to determine the PAPs in 2009, 2012 and 2013. After the initial census in 2009, an update was conducted in 2012 conducted to accommodate any natural growth cases (increase in number of families as a result of marriages). The 2013 validation was done to clarify the inconsistent cases among the already identified PAPs and not to include new cases. Therefore all the new cases identified in 2013 did not qualify for housing benefits. The PAPs identified for benefits were those who had been consistently shown to be in situ in the 2009, 2012 and 2013 censuses.</p> <p>According to the 2012 verification report of the consultant for KenGen that prepared the RAP, the number of affected PAPs was 164, out of which 146 households and 4 natural growth cases were reported as uncontested. However, following the disclosure of the report, some PAPs complained that some deserving cases had been left out and replaced by undeserving cases. There were also complaints that some people had double allocations using different names, as well as that some elders had given names of people that were not present during the 2009 census. The consultant also noted that some names were confusing; that classification of some PAPs had changed for example from landlord to tenant, and that some people had moved from one village to another. To resolve this, RAPIC recommended that a validation exercise be undertaken in 2013 to go through the names of each PAP. KenGen agreed to contract GIBB Africa afresh for the exercise at its own cost, resulting in the 2013 validation exercise and report.</p> <p>Results of the 2013 Validation Exercise</p> <p>a) From the three censuses, a total of 113 PAPs with 136 structures were considered to be consistent as they appeared in 2009, 2012, and 2013; also, a total of 13 cases of natural growth were recorded in the four villages as summarized in the table below.</p>

No.	Claim/Issue	Response			
		Village	No. of PAPs	No. of Structures	Natural Growth (2013 Census)
		Cultural Center	35	38	6
		Olosinyat	16	22	1
		Olonongot	33	45	6
		Olomayana Ndogo	39	31	0
		Total	113	136	13
		<p>Note: there are more structures than the PAPs since some families have more than one household.</p> <p>Total number of uncontested structures and natural growth i.e., 136 + 13 = 149 structures. Two brothers who shared a home decided to split, which brought the total of structures to 150.</p> <p>Decision making process to establish the PAP households</p> <p>a) To reach consensus, KenGen, GIBB Africa, RAPIC and the Community Advisory Council (CAC) – which is the lowest level in the Project’s GCHM held meetings that ran for three days. During these meeting, each and every name from the four villages was read out, traced through the three censuses, discussed and classified by the CAC and RAPIC members.</p> <p>b) The outcome of 150 houses was as a result of the joint effort among the consultants, RAPIC, CAC and KenGen, with the Bank as observer. It is noteworthy that this was the list that was used in the MoU that was signed between the PAPs and KenGen summarizing the agreements reached by the two parties.</p> <p>c) The MoU was signed by legal counsel for KenGen and the PAPs; KenGen’s Director for Regulatory Affairs; and three representatives of each PAP village in the RAPIC. The MoU was also witnessed by the Deputy County Commissioner who is also the chair of the RAPIC.</p> <p>d) The MoU represents the negotiated agreements between PAPs and KenGen, and includes the PAPs’ compensation and entitlements as outlined in the RAP report.</p> <p>e) Each village retained a copy of the signed MoU.</p> <p><i>Provision of unfurnished houses</i></p> <p><i>The agreed resettlement package includes the provision of housing. However, the resettlement houses were never intended to be provided fully furnished, and the PAPs agreed to move their furniture and assets to the new houses.</i> In line with OP 4.12, PAPs either had their residential structures replaced or cash compensation for their lost (immovable) assets or both, depending on the PAP category as outlined in the RAP. Upon relocation (for which KenGen provided free transport), PAPs were allowed a one week period to salvage any valuable materials, including furniture, bedding and other materials from the structures that they would be leaving behind. Furniture and bedding were not included either in the negotiated MoU with KenGen or in the RAP.</p>			

No.	Claim/Issue	Response
4.	<p>Cash Compensation. The Requesters add that some households received a newly built house and cash compensation of "not less than Ksh. 195,000." They state that this is based on "corruption, nepotism, ethnicity and religious ground."</p>	<p>Transparent criteria were applied in the negotiation of compensation reflected in the RAP. The cited cash compensation was paid to PAPs within the following five categories and is consistent with OP 4.12:</p> <ul style="list-style-type: none"> Category 1: Land Owners with Houses/Assets: Land "Owners" with Houses/Assets. These PAPs were occupants of land that belonged to Kedong Ranch and they had no legal title – individually or communally -to the land they lived on. However, as a community, they laid claim to ancestral ownership of the land. They owned assets such as residential houses, livestock pens/enclosures etc. for which they would need compensation, in addition to communal land-for-land compensation. <p>Compensation: Land-for-land compensation with group ownership titles; construction of three room housing with detached kitchen, bathroom, pit latrine, rain water harvesting tank, guttering, and; barbed wire fencing around housing unit; moving or disturbance allowance for transport to new areas of residence of a fixed amount of Ksh 35,000; compensation for loss of easy access to workplaces and trading centers due to increased distance. This will include: (a) main access road into the resettlement site and internal access roads constructed to all weather murram (gravel road) surface according to specification and standards for rural roads; and (b) a bus with carrying capacity of at least 60 passengers will be purchased to enable all PAPs at the resettlement site to be able to move from the site.</p> <ul style="list-style-type: none"> Category Two: Landlords (includes both landowners and land tenants with rental housing units) i.e., PAPs with housing/buildings for rental from which they derive monthly income. Compensation: lump sum cash payment at full replacement cost of structure; lump sum cash payment equivalent to three months' rent for loss of income. Category Three: Housing tenants. Compensation: cash equivalent to three months' rent to enable them to find alternative accommodation upon relocation Category Four: Land tenants with structures. Compensation: Lump sum cash payment at full replacement cost of residential house; movement allowance. <p>Category 5: Cultural Center as a business entity. The Center remains at its current location, with all its structures being retained; 14 acres of land on which the Center is located is donated by KenGen; community ownership of the land title for the 14 acres.</p> <p>Category 6: The poor and vulnerable members among the PAPs. Compensation: Land-for-land compensation (1,700 acres have been purchased for all PAPs including this category); community ownership of land title; housing units of 3 rooms each and a detached kitchen, bathroom and pit latrine for qualifying PAPs; A bus for all PAPs (including this category) to access the main road network easily from the site; Lump sum cash payment of Ksh 35,000.00 to qualifying categories of PAPs to facilitate movement; KenGen may consider special help for this category of PAPs.</p> <p>Management is not aware of any allegations of corruption or nepotism on ethnic or religious grounds, or otherwise. Any reasonable suspicion cases of unjustified payments should be brought to Management's attention so that they can be investigated.</p>

No.	Claim/Issue	Response
5.	<p>Retaliation. Finally, they note that on October 23, 2014, the RAP Implementation Committee (RAPIC) had a meeting and tried by all means possible to stop the complaining process.</p>	<p><i>Prior to receiving the Request for Inspection, Management had not been made aware of allegations that some PAPs were pressed at a recent RAPIC meeting not to complain.</i> Management is not able to confirm whether such allegations are accurate. However, Management takes allegations of coercion in such instances very seriously, and consequently has followed up with the Borrower on this issue and emphasized that any intimidation of Project affected communities in any form is unacceptable to the Bank. KenGen has responded to the Bank that it was not aware of this has assured the Bank that its staff is strictly advised not to engage in any coercion of PAPs.</p>

Annex 2: Map Showing Family Clusters



Annex 3: Memorandum of Understanding - Original

This Annex has been provided to the Inspection Panel but is removed from the publicly disclosed version of the report in order to protect the personal information of the project affected communities.

Annex 4: Memorandum of Understanding - Amended

This Annex has been provided to the Inspection Panel but is removed from the publicly disclosed version of the report in order to protect the personal information of the project affected communities.

Annex 5: Meetings with World Bank Participation

No.	Date	Purpose of the meeting	Attendance
1.	November 19, 2014	Second post-relocation monitoring mission to meet with representatives of the Livelihoods Enhancement Committees.	Members of the PAP Association Ewang Sinyati Welfare Association, Representatives of the Bus Committee (9), Representatives Cultural Center Management Committee (8), Representatives Water Committee (1).
2.	September 5, 2014	Safeguards team mission to observe KenGen and community assessment of the relocation process. PAPs overall satisfied with process. Raised issue of water and need to repair road. Bank safeguards team delivered letters from the Bank Country Director to PAPs who had written complaints.	About 50 PAPs, 3 KenGen staff, WB Safeguards Consultant, WB Sr. Social Development Specialist.
3.	August 21, 2014	WB Safeguards Consultant went to observe the relocation process. Witnessed the relocation in 3 of 4 villages and held interviews with individual PAPs.	Individual PAP households, Chief of Hells Gate Location, KenGen's Community Liaison Officer; Asst Manager, Resource Dev; Assistant Community Liaison Officer and Environment Officer from HQ; Safeguards Consultant
4.	August 18, 2014	Observation of cash payments to PAPs who qualified for this measure in all 4 villages –Olomayana Ndogo, Cultural Centre, Olonongot/ Olosinyat.	PAPs from all 4 villages, Deputy County Commissioner, Chief of Hells Gate Location, KenGen's HQ and Olkaria project and finance staff, WB Safeguards Consultant
5.	August 11, 2014	Observed meeting between KenGen and RAPIC to amend the MoU to allow KenGen more time to complete constructing roads to KeRRA standards, connect electricity to PAP houses and to transfer land title to PAPs.	Deputy County Commissioner for Naivasaha Sub County, PAPs Lawyer, KenGen's lawyer, RAPIC members from all four PAPs villages, other KenGen staff and WB Safeguards Consultant
6.	August 8, 2014	Public Meeting Between KenGen and PAPs in their respective villages to disclose compensation measures for the various categories of PAPs. PAPs from Cultural Center and Olomayana Ndogo villages were met with together at the Cultural Center.	PAPs in their respective villages; Chief of Hells Gate Location, 3 KenGen staff, WB Safeguards Consultant
7.	August 5, 2014	RAPIC meeting to discuss (i) letter written by the Chairman of the CAC to the World Bank President, AfD and EIB, (ii) amendment of MoU allow KenGen more time to complete the pending tasks – roads, land title and electricity connection – and to enable PAPs to relocate as these tasks are accomplished; (iii) the issue of Release Letters (Deed of Discharge) to be signed by PAPs once they have received their compensation packages.	Chief of Hells Gate, KenGen's Chief Environment and CDM Officer, Chief Property Manager, Legal Officer, Social Safeguards Advisor and Assistant Community Liaison Officer

No.	Date	Purpose of the meeting	Attendance
8.	July 25, 2014	Country Director's visit to Olkaria I&IV Power Plants and to observe progress made in the construction of the power plants and RAP implementation.	WB Country Director and 5 staff, KenGen's Managing Director, Regulatory Affairs Director and a number of staff
9.	April 10, 2014	Observed meeting between KenGen and a member of a neighboring community (Narasha) who had written to the Bank to complain that KenGen was drilling wells in Narasha as part of the WB financed Olkaria I & IV project. The Bank brought this to the attention of KenGen which organized a meeting with the PAP to put the record straight.	4 KenGen staff from Olkaria and Headquarters, the complainants and 3 people from complainant's community, and the WB Safeguards Consultant
10.	April 1, 2014	Observed RAPIC meeting that was convened to: (i) confirm that houses were being constructed according to the family clustering that had been agreed upon by the PAPs; (ii) discuss observations by RAPIC members from implementation status field visit; (iii) present and discuss the report of the 7 person committee that had been constituted to prepare the terms of reference for the various community projects' management committees.	Chief of Hell's Gate Location, 28 PAP representatives from all four villages, 4 KenGen staff, the WB Social Development Specialist and Safeguards Consultant
11.	October 10, 2013	Meeting with representatives of 13 PAP households that were affected by the Ng'ati Farm evictions to understand the extent of the impact of the evictions on them and to affirm to them that the Bank was following up on the matter with the Government of Kenya.	8 representatives (men and women) of the 13 families; WB lawyer, Senior Social Development Specialist and Safeguards Consultant
12.	September 26, 2013	Observed the joint European mission composed of AfD, KfW and EIB which visited to assess progress of the RAP implementation process and held a meeting with PAPs.	Social specialists from the three EU organizations; PAPs from all 4 villages, KenGen staff, the Deputy County Commissioner and WB Safeguards Consultant
13.	June 7, 2013	The main objective of the meeting was for KenGen Regulatory Affairs Director to respond to concerns of the PAPs on a number of issues including: (i) conclusion of the census verification to settle claims by people who said they had been left out of the 2009 census or were wrongly categorized in the 2012 updated census report; (ii) the issue of access road to the Cultural Center; (iii) the issue of the MoU between KenGen and the PAPs; (iv) the issue of constructing a mosque at the resettlement site or compensating the Muslim PAPs in cash, in lieu of a mosque.	KenGen Regulatory Affairs Director and 4 staff, the Deputy County Commissioner, RAPIC members from all four villages, the WB Safeguards Consultant
14.	June 19, 2013	Observed RAPIC that was convened to: (i) enable KenGen, the PAP representatives in RAPIC and GIBB (the consultant that undertook the census in 2009, and updates in 2012) to verify and validate the census list; and (ii) to discuss the MoU between KenGen and PAPs.	KenGen Regulatory Affairs Director and 3 staff, the Deputy County Commissioner and District Officer for Naivasha, 2 staff from Gibb Africa and the WB Safeguards Consultant
15.	January 11, 2013	Observed RAPIC that was convened for KenGen to respond to PAPs on a number of issues regarding RAP implementation such as: (i) conclusion	Deputy County Commissioner, , KenGen Regulatory Affairs Direc-

No.	Date	Purpose of the meeting	Attendance
		of discussions on the Cultural Center location and land; (ii) the issue of fencing the 1,700 acres of resettlement land; (iii) involvement of PAPs in the site layout plan; (iv) what to do about 13 PAPs who had been wrongly categorized in the RAP census report; (v) road to the resettlement site that had been washed away by the heavy rains; (vi) the issue of the capacity of the proposed 45 seater bus (NB: a 60-seater was later agreed upon); (vii) Compensation for loss of business at the Cultural Center due to RAP activities.	tor and other staff, RAPIC members from the four villages, WB Safeguards Consultant
16.	December 21, 2012	Observed 2 public barazas between PAPs and KenGen to get feedback from PAPs concerning their acceptance of the land that was being proposed for their resettlement – one at the Cultural Center village and the other at Olonongot village. The meetings followed visits by PAP leaders to the land on October 15 and 16.	PAPs from the Cultural Center and Oloomayana Ndogo villages (participated in the meeting at the Cultural Centre) and PAPs from Oloonogot and Oloosinyat villages (participated at the meeting at Olonongot village); KenGen HQ and Olkaria staff, Chief of Hells Gate Location; WB Safeguards Consultant
17.	December 17, 2012	Observed public Baraza meeting at the Cultural Center to: (i) discuss progress made by PAPs in establishing a land holding entity; and (ii) allow the District Commissioner to determine if the PAPs' elected representatives in RAPIC do give feedback to the PAPs following RAPIC meetings to ensure that the PAPs are involved in each step of the RAP implementation process.	District Commissioner, KenGen HQ and Olkaria staff, PAPs from all four villages including RAPIC members, WB Safeguards Consultant
18. 8	November 8-9, 2012	Observed the sensitization/training of PAPs by an independent lawyer on the available legal options for registering communally held land.	District Commissioner, the independent lawyer, the PAPs' lawyer, PAP representatives in RAPIC from all four villages, KenGen HQ and Olkaria staff, WB Safeguards Consultant
19.	October 11, 2012	Observed meeting between KenGen and officials of relevant government ministries to discuss their roles during the construction and sustainability/taking over by government of some of the facilities that would be constructed for PAPs, e.g., school, dispensary, roads and the cattle dip.	District Commissioner; District Staffing Officer; District Quality Assurance; District Livestock; Production Officer; District Veterinary Officer; District Rural Roads Engineer; District Fisheries Officer; District Education Officer; District Water Officer; KenGen staff; WB Safeguards Consultant
20.	September 27, 2012	Observed meeting to discuss how much land needed to be allocated to the Cultural Center as a business entity for PAPs (after relocation).	KenGen HQ and Olkaria staff, PAP representatives from all four villages, Chief of Hells Gate Location, WB Safeguards Consultant
21.	September 24, 2012	Observed: (i) morning meeting at the resettlement site to agree on the site plan, i.e., which PAP villages will be located on which side of RAPland; (ii) afternoon meeting to discuss way forward with regard to establishment of a Land Holding	KenGen staff, PAP representatives from all four villages, Chief of Hells Gate Location, WB Safeguards Consultant

No.	Date	Purpose of the meeting	Attendance
		body by the PAPs in readiness for transfer of title to PAPs by KenGen.	
22.	September 20, 2012	Observed meeting between PAP representatives to formally launch the CAC as the lowest level community institution in the GCHM	KenGen HQ and Olkaria staff, PAP representatives from all four villages, CAC members, Chief of Hells Gate Location, WB Safe-guards Consultant
23.	June 11, 2012	Observed meeting to formally launch the Resettlement Action Plan Implementation Committee (RAPIC), discuss its terms of reference as the mouthpiece of PAPs from then on, and next steps following their formal launch.	PAP representatives from all four villages, District Commissioner, 2 representatives from the Ministry of Health, a representative from the Ministry of Education, KenGen staff and the WB Safeguards Consultant
24.	November 11, 2011	Observed a meeting between PAP leaders and KenGen on a number of issues, including acceptability of one of the proposed resettlement sites (Crater Lake) and whether the Cultural Center would remain at current location.	KenGen Regulatory Affairs Director and other staff; PAP leaders from all four villages, WB Safe-guards Consultant
25.	November 2-4, 2011	Observed the joint EU social mission – AfD, KfW, and EIB – to the Project area to assess progress in RAP implementation. The mission held a public meeting with PAPs from all villages at Olonongot village.	EU mission members, PAPs and WB Safeguards Consultant
26.	October 13-14 2011	Observed meeting between KenGen's Managing Director and each of the opposing Maasai groups (PAPs on one hand [Group A], and non PAP Maasais [Group B] on the other)	Representatives of Groups A and B, KenGen's Managing Director, Regulatory Affairs Director, other staff and WB Safeguards Consultant
27.	2011-2014	Numerous progress update meetings with KenGen in Nairobi to discuss various aspects of the Project.	KenGen's Managing Director, Regulatory Affairs Director, Environment and CDM Manager, Property Manager, Social Safeguards Advisor, and WB Task Team Leader, Senior Energy Specialist Senior Social Development Specialist, and Safeguards Consultant
28.	February 2, 2011	Meeting with Ethno-Savannah.	Meeting chaired by World Bank Country Director and attended by Ethno Savannah, Board Member of Olkaria Cultural Center and Neighbors Initiative Alliance. Also attending were KenGen Regulatory Affairs Director, Environment and CDM Manager, WB Senior Energy Specialist, and WB Senior Social Development Specialist

Annex 6. Pictures from RAPland and the Relocation Process

Pictures from RAPland and the Relocation Process

I. PAPs structures prior to relocation



II. Structures under RAP



III. Cash Compensation prior to relocation

Payment of cash compensation in Olomayana Ndogo Village



Pictures from RAPland and the Relocation Process

Payment of cash compensation at the Cultural Centre Village



Payment of cash compensation in Olonongot (For Olonongot and Olosinyat Villages)



IV. Relocation to RAPland on 21st August, 2014

Preparations for Relocation

Cultural Centre: Household furniture and goods are packed and are out, ready for relocation



Olonongot: Household furniture and goods are packed and are out, ready for relocation



Pictures from RAPland and the Relocation Process



Loading of Goods and people onto Lorries and buses in readiness for the journey to RAPland



Pictures from RAPland and the Relocation Process

The Journey to RAPland



Scenes from RAPland immediately after from old villages



Pictures from RAPland and the Relocation Process



Pictures from RAPland and the Relocation Process



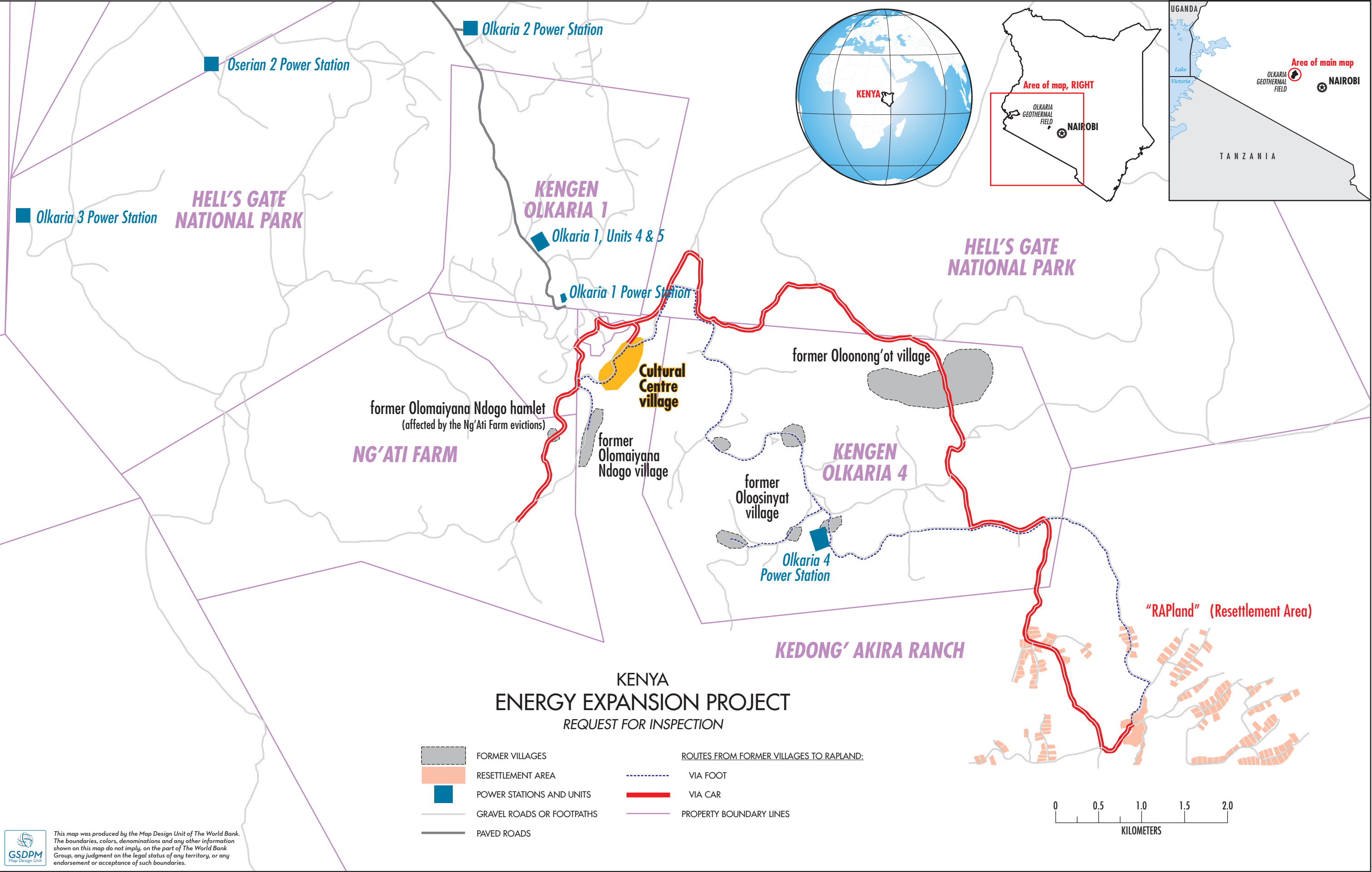
Pictures from RAPland and the Relocation Process



Social and Economic Infrastructure







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