

INEQUALITY OF NUCLEUS-PLASMA RELATION BETWEEN SMALLHOLDERS AND PALM OIL COMPANIES IN CENTRAL SULAWESI

Research Report
2021

RESEARCH REPORT

**INEQUALITY OF NUCLEUS-PLASMA RELATION BETWEEN SMALLHOLDERS
AND PALM OIL COMPANIES IN CENTRAL SULAWESI**

Ambarsari Dwi Cahyani
Herni Ramdlaningrum
Cut Nurul Aidha
Fiona Armintasari
Dwi Rahayu Ningrum



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Author Team:

Ambarsari Dwi Cahyani, Herni Ramdlaningrum, Cut Nurul Aidha, Fiona Armintasari, Dwi Rahayu Ningrum

Research Team:

Ambarsari Dwi Cahyani, Abdul Haris, Siti Zulaikah, Grace Trisnawati, Alamsyah, Fatiha, Mohammad Arsad, Fadhil Abdullah Panapa, Multazam Makaruru, Naning Achmad, Asrin

Reviewer:

Widhyanto Mutaqien, Edi Sutrisno, Wahyu Perdana

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Ramadhan, Bambang Nurjaman

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List of Abbreviations and Acronyms

AMDAL	: <i>Analisis Mengenai Dampak Lingkungan Hidup</i> (Analysis of Impacts on the Living Environment)
ADM	: Archer-Daniels-Midland
APL	: <i>Areal Penggunaan Lain</i> (an area for non-forestry sector development such as for plantation, agriculture, settlement, infrastructures, etc.)
BPS	: <i>Badan Pusat Statistik</i> (Central Bureau of Statistics)
CPP	: <i>Calon Petani Plasma</i> (Prospective Plasma Farmers)
CNC	: Clean and Clear
GAPKI	: <i>Gabungan Pengusaha Kelapa Sawit Indonesia</i> (Indonesian Palm Oil Merchants Association)
HGU	: <i>Hak Guna Usaha</i> (Cultivation Rights)
ISPO	: Indonesian Sustainable Palm Oil
INLOK	: <i>Izin Lokasi</i> (Location Permit)
IUP	: <i>Izin Usaha Perkebunan</i> (Plantation Permit)
KSP	: <i>Kantor Staff Presiden</i> (Presidential Office Staff)
KK	: <i>Kepala Keluarga</i> (Head of the Family)
LU	: <i>Lahan Usaha</i> (Business Area)
LST	: <i>Lingkungan, Sosial, dan Tata Kelola</i> (ESG, Environmental, Social, and Governance)
MoU	: Memorandum of Understanding
NTP	: <i>Nilai Tukar Petani</i> (Farmer's Exchange Rate)
OLEM	: Other Loan Especially Mentioned
OJK	: <i>Otoritas Jasa Keuangan</i> (Financial Service Authority)
Permen ATR	: <i>Peraturan Menteri Agraria dan Tata Ruang</i> (Ministry of Agrarian and Spatial Planning Regulation)

CAN	: PT Cipta Agro Nusantara
ANA	: PT. Agro Nusa Abadi
AAL	: PT. Astra Agro Lestari
DSP	: PT. Delta Subur Permai
HIP	: PT. Hardaya Inti Plantation
KAM	: PT. Karunia Alam Makmur
KLS	: PT. Kurnia Luwuk Sejati
LTT	: PT. Lestari Tani Teladan
RAS	: PT. Rimbunan Alam Sentosa
SC	: PT. Sawindo Cemerlang
SJA	: PT. Sawit Jaya Abadi
TGK	: PT. Tomaco Graha Krida
WP	: PT. Wiramas Permai
RSPO	: Roundtable on Sustainable Palm Oil
SHM	: <i>Sertifikat Hak Milik</i> (Freehold Title)
SMART	: Sinar Mas
SK	: <i>Surat Keputusan</i> (Decree)
SDG	: Sustainable Development Goal
TBS	: <i>Tandan Buah Segar</i> (Fresh Fruit Bunch)
TPPKA	: <i>Tim Percepatan Penyelesaian Konflik Agraria</i> (Agrarian Conflict Resolution Acceleration Team)
UPT	: <i>Unit Pelaksana Teknis</i> (Technical Implementation Unit)

Preface



So far, few case which address the relation between smallholder farmers and companies, particularly the development of the palm oil as in Sulawesi.

Palm oil is one of main commodities in Indonesia. This commodity becomes one of biggest foreign exchange income in the last decade. The increasing demand for domestic vegetable oil and the big export potential of the palm oil have triggered the rapid growth of palm oil plantation in the country. One of the escalation areas of the palm oil plantation is dominated by palm oil cultivation by the palm oil farmers. Production sourced from the people is 32% out of total national production.

On PRAKARSA study in 2019 (Ningrum et al., 2019), palm oil is one of Indonesia's leading export commodities which resulted in the largest illicit financial inflows which valued up to USD 40,47 billion. Moreover, in the recent years palm oil commodity has experienced increasing illicit financial inflows trends on net basis which is getting higher than any other leading commodities.

In the practical business practice context, particularly the cooperation scheme between farmers and companies, the existing regulation states that companies as the owner of the plantation nucleus and the farmers manage the plasma plantations. The cooperation scheme varies. One of the schemes is plasma scheme managed by the companies; in this case, it tends to be disadvantages for the farmers as the weak party. Relation scheme between farmers as the supplier and companies is part of the vital governance to support sustainable palm oil.

This encouraged PRAKARSA to conduct a research regarding the governance faced by smallholder farmers in Central Sulawesi along with Walhi Central Sulawesi. Walhi is part of *Koalisi Responsibank Indonesia*, (Indonesia Responsibank Coalition). *Koalisi Responsibank Indonesia*, (Indonesia Responsibank Coalition) is an initiative which PRAKARSA encourages so that civil society organizations in Indonesia to work “hand-in-hand” in the study and advocacy of financial sector regulation which responsible for social aspect, environmental and the good governance. *Koalisi Responsibank Indonesia*, (Indonesia Responsibank Coalition) is part of Fair Finance Asia (FFA) and Fair Finance Guide International (FFGI), in which PRAKARSA is one of the organizations that oversee FFA and FFGI as well.

This case study is trying to examine on how relation between farmers and palm oil plantation companies in Central Sulawesi by taking three Astra Agro Lestari subsidiaries, by applying procedural fairness framework. Moreover, this study also maps the financial institution which funding flows in the supply chain related to the mentioned palm oil companies . It is hoped that this case study report may serve an understanding for the stakeholders regarding the procedural fairness that needs to be encouraged in the cooperation scheme between farmers and companies in this case. Correspondingly, with the financial institution mapping, this report can be one of the considerations to encourage the funders to apply continual funding which is one of the efforts to overcome the poverty related to this palm oil supply chain.

Thank you to the research team who have worked hard to complete this case study well. Thank you to the FFA dan FFGI that helped financing this research. In developing the research and regulation advocacy, we are open to collaborate with other parties. Suggestions, inputs and critics regarding this report are very welcome. Happy reading and may this report becomes one of the references in efforts for improving the financial business policies and practices in Indonesia.

Jakarta, June 2021

On behalf of *Koalisi Responsibank Indonesia*

Ah Maftuchan

Executive Directors of PRAKARSA



Executive Summary

This report is a descriptive study regarding the governance faced by palm oil smallholder farmers in Central Sulawesi using the case of three Astra Argo Lestari's subsidiary. This descriptive study is analyzed within the supply chain framework among the smallholder farmers as the supplier and the companies as the buyer using typology (Gereffi et al., 2005). This study also includes the financial institution mapping which corresponds to the supply chain financing of Astra Agro Lestari in Central Sulawesi.

The case study report is aimed to help the stakeholders to understand the relation between the companies and the smallholder farmers in the palm oil industry supply chain in Central Sulawesi. The Governance is captive depending on companies discretion. In this case, smallholder farmers are in high dependence on the companies . This scheme is suspected perpetuating the low income per capita and contradicting the first sustainable development goal (SDG-1). Palm oil business practice is certainly cannot be separated from financing and investment support, therefore financial institution or investors should obtain an understanding to ensure that the sustainability can be realized in the business practice financing by the companies.

This study applies three approaches:



Firstly

Qualitative approach based on interview, the related regulation mapping and the supply chain financial flow, and media study.



Secondly

It is based on interview and focused discussion with the informant chosen by purposive sampling.



Thirdly

Financial flow mapping that is taken from supply chain information which based on online site *forest and finance*. Moreover, media study is applied to capture voice and opinion regarding to smallholder farmers taking place in the area.

“

The case study shows that in this scheme case between farmers and companies is an operator scheme which plasma is governed by the companies and the farmers' role is insignificant in the management.



Companies bargaining position is dominant in the cooperation scheme with farmers. Land transfer process managed by the companies faces different perceptions between the companies and the community.

Some poor governance faced by the farmers are: 1) farmers are tied in debt with the companies for the plasma land that is managed by the companies without knowing the information regarding the form of loan and payment agreements. Loan instalments that need to be paid by farmers are around Rp. 85 million up to Rp. 98 million for each hectare. 2) The legal documents for plasma land on behalf of smallholder farmers are mostly in the companies possession, where most of the land does not have a certificate and there are cases where palm oil land does not have a land cultivation rights. 3) The harvest shared is not followed by necessary information, such as the documented harvest amount and the cost deducted prior profit sharing, which should be known by both parties. Farmers' bargaining position is weak to ask for the information.

Due to the very low income, in this case, the palm oil smallholder farmers most likely to be trapped in poverty from time to time. The average monthly income range is around Rp 50 thousand up to Rp 1,5 million, which is below and on the provincial poverty line. The environmental conditions controlled by oil palm land do not allow the community to be able to cultivate other productive crops.

Referring to the procedural justice framework, there are certain indicators which shows the poor governance. Those indicators are unavailability of regulations transparency and decision which affect the farmers, unavailability of conflict resolution mechanism, unavailability of long term informal agreement that is made, and unavailability of balancing power such as independent farmers union organization.

In this case, product output from AAL subsidiary is included in supply chain to some consumer goods companies. Some of the companies are Archer-Daniels-Midland (ADM, Bunge, and Cargil (United States of America); Cofco International (Switzerland); Fuji Oil and Itochu (Japan), Louis Dreyfus companies (LDC) (Netherlands), KLK (Batu Kawan), Musim Mas, and Sime Darby (Malaysia) and Wilmar (Indonesia).

Financial institution that is related to this case study is mapped through the funds flow to the



Jardine Matheson group

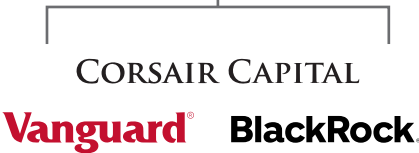
The biggest creditor



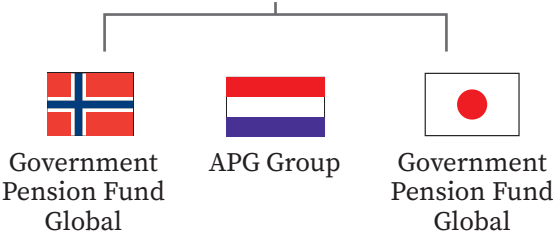
The biggest creditor from national bank



The biggest investor



Involved retirement funds



In the continual financial framework, financial institution should be able to contribute in the effort to promote fair procedure between smallholder farmers and companies therefore better scheme will lift farmers out of poverty.

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Chapter One

Introduction

Palm oil plantation, palm oil producers and multinational companies in the palm industry are agreed to adopt a mechanism which guarantee the produced palm oil meets the sustainable standard.

1.1 Background of the Research

One of the sustainable palm oil principles is to ensure continual livelihood and poverty alleviation, fair and transparent relation between the farmers and companies, as well as empowerment for smallholder farmer in palm oil sector which aimed to alleviate the poverty (RSPO, 2020). This purpose is aligned with the effort to achieve the first and eighth sustainable development goals (SDG) which is ending any form of the poverty everywhere and providing decent work.

Smallholder farmers in Indonesia own and or manage at least 3,1 million hectares palm oil in total. This area covers more than 40% of total palm oil area and produce around 35% out of total production of raw palm oil in the country. Smallholder farmers are found in almost all palm oil producing provinces in Indonesia, at least in 18 provinces (Glenday and Paoli, 2015). In 2018, the area cultivated by smallholder farmers was estimated at 4.5 million hectares or 39% of the total oil palm land in Indonesia (Ditjen Perkebunan, 2019).

Smallholder palm oil farmers are part of the palm oil industry supply chain. In this chain, governance issues between smallholder farmers and companies arise in line with the expansion of oil palm plantation. The several problems include allegations of land expropriations, least transparent profit-sharing scheme, to farmers' dependence

on the companies (Abram et al., 2017; Santika et al., 2019). Conflict related to the land boundary disputes, illegal operation by companies, alleged lack of consultation and compensation and broken promises which are more related to the people who are dependent on forest as livelihood, or in area which land is on expansion to be palm oil plantation or industry (Abram et al., 2017).

Several previous studies captured the poor governance problem in relation between companies and farmers (Abram et al., 2017; Li, 2018; Suharno et al., 2015) in which most case raised palm oil plantation in Kalimantan Island. This problem seems to be repeated in other parts of Indonesia such as Sulawesi. However, fewer cases are exposed from the Celebes. Some media starts to raise the poor governance problem in palm oil industry in Sulawesi, such as violation of license issue and cultivation rights in Central Sulawesi.¹ The plasma-nucleus pattern between smallholder farmers and companies often creates high dependence on the stronger party, which results in captive supply chain. Captive supply chain becomes poor governance and resulting in unfairness if one party shuts the communication channel, unavailability of policies transparency, and decision affecting the supplier and unavailability of conflict resolution mechanism. (Thrope, 2018). In the long term, this condition can affect the continual low income on the supplier side.

In this case, farmers are the supplier with high dependence on the companies. Meanwhile, the continual palm oil business practice scheme, which contains social responsibility, should be able to push the welfare of the communities around the palm oil plantation. Contradicting to this, companies receive substantial and continual funding on supply chain from international financial institution. The image that is built is sustainable palm oil management. However, the report of the real sustainable implementation in the field is not equally exposed. A number of data and studies show that smallholder farmers have income at the line of national poverty and tied on the credit to the companies particularly where the palm oil development area is relatively young.

1.2. Research Question

One case study regarding the relation between the palm oil farmers and the companies can provide a description whether the palm oil business practice run by the companies have already applied and meet the criteria of the sustainable governance. This case study is necessary to be conducted in Central Sulawesi province considering the fact that the economic level of the smallholder farmers is relatively poorer than other

¹ <https://palu.tribunnews.com/amp/2019/07/26/walhi-sulteng-minta-kpk-selidiki-kasus-pt-agro-nusa-abadi-di-kabupaten-morowali-utara> accessed on 22 December 2020

palm oil producing provinces. Other than that, the rise of several cases in mass media which indicated by non-transparent governance, asymmetrical information, and the weakened of other organizational capabilities related to the conflict, low bargaining position of the farmers, and prolonged poverty. Starting from this condition, therefore the research question on this study is how palm oil smallholder farmers position in plasma-nucleus relation within the supply chain global and how the governance pattern faced by the palm oil smallholder farmers in Central Sulawesi?

1.3. Objective and Significance of the Research

In the developing country supply chain, smallholder farmers usually are drawn into highly dependent relation or excluded from more profitable market opportunities. This governance is captive, in which farmers are strictly controlled by the companies to meet the market requirements as the reason, which possibly limit farmers' opportunity to get better margins (Gereffi et al., 2005). This condition perpetuates poverty and clearly not in line with achieving the first sustainable development goal (SDG) that is to eradicate poverty and the eight namely to actualize decent jobs.

This business practice can go on because of the available financial support. If this funding is actually violating the sustainable funding criteria, financial institution or investor should receive accurate information. Financial institution must ensure that the declared regulation of sustainable criteria can be realized in the funded business practice. Bank and investor should be held accountable by asking these companies to run business that applies sustainable principles, including upholding principle of responsible investment.



This case study is aimed to help the stakeholders understand the relation between companies and smallholder farmers in the palm oil supply chain industry, in this case is farmers in Central Sulawesi.

This study is descriptive study regarding the farmers' condition in Central Sulawesi. The case taken in this study is the plasma-nucleus relation between palm oil farmers and one of the biggest palm oil company groups' subsidiary in Indonesia. This study is beneficial to provide the description on the regulation and governance scheme in business practice and the company supply chain that impacted the lives of smallholder farmers in Central Sulawesi.

1.4. Methods

This case study is using qualitative approach by considering certain social situation to answer business practice which happens between companies and smallholder farmers. There are three consideration elements on data collecting: place, respondents, and activities that interact synergistically. Data collection in this case study is conducted by purposive sampling method. This type of sample is focusing on the source or informants who are chosen that are considered to have deeper understanding of the problem, which comes from sources that are seen valid locally. Data and information are collected in the form of interviews, focused discussion, observation and documents collection.

Companies chosen for purposive sampling is PT Astra Agro Lestari subsidiary, which are PT. Agro Nusa Abadi (ANA), PT. Cipta Agro Nusantara (CAN) and PT. Sawit Jaya Abadi (SJA). The data collection process in these companies was carried out by going down to the plantation and meeting the respondents. The interview, focused discussion and observation in Central Sulawesi were conducted in November to December 2020.

Data regarding the policies and regulation is taken from the secondary sources from the Ministry of Agriculture and Central Sulawesi Government sites. Focused discussion with the palm oil sector expert was conducted in October and November 2020. The focused discussion is aimed to get an overview of the policies that apply to smallholder farmers.

The downstream level of the supply chain information is taken from the relevant companies official sites. This part was conducted by Profundo. Funding-chain information was taken from online sites Forests & Finance. Forests & Finance is a database developed by Profundo, TuK Indonesia and Rainforest Action Network which provides access to the funding data for more than 300 hundred companies engaged forest-based commodities, including around 100 palm oil companies. All financing figures are adjusted with certain palm oil funding on Forest & Finance.

Media study was conducted to capture relevant cases, voices, and events in other palm oil plantation in Central Sulawesi. The media study was carried out by taking online media sources registered with the Press Council. This was conducted to capture issues related to palm oil in Central Sulawesi. The data analyzed are data reporting that appeared within the time range of 1 January 2019 until 20 November 2020. Media study made use of Drone Emprit analytical media tool with keywords approach. The keywords used to filter big data are “palm” which should contain “Sulawesi Tengah”. Media analysis was done using Lasswell communication model.

1.5. Research Limitation

This study is using the case of ALL’s subsidiary in Central Sulawesi to deepen the governance which happens between the plasma-nucleus relation of the smallholder

farmers and big palm oil plantation. To be particular, the area of study is the palm oil plantation of AAL's subsidiary located in Morowali Regency. Smallholder farmers in this study are those who manage the plantation directly and indirectly in the plantation area target of this study. The relation between farmers and companies refer to the applied regulation regarding the partnerships. Those included in this category of farmers in this study are those who normatively obtain partnership rights from socialization and company commitment, although there are unfulfilled conditions by the company. In the supply chain related to the companies and farmers in this study, the discussion regarding the indication of cartels is not included in this study. The land data used in this study refers to data on BPS (Central Bureau of Statistics). The data might be disputed as there are a number of initiatives to calculate palm oil land cover using remote sensing methods. However, these data are officially published by state agencies.

1.6. Report Flow

This report is arranged as follow:

- Chapter I** is the introduction consisting of background, research question, objective and significance of the research, methods, research question and report flow.
- Chapter II** explains the palm oil plantations context in Central Sulawesi.
- Chapter III** elaborates the framework reasoning on this report. This chapter explains the governance in the palm oil supply chain, financial system function, and procedural fairness indicators which is used to analyzed the relation between the companies and smallholder farmers.
- Chapter IV** discuss the regulation which may affect smallholder farmers in Indonesia generally and regulation related to the sustainable palm oil management.
- Chapter V** provides description on the smallholder farmers' condition in Central Sulawesi.
- Chapter VI** serves description regarding the governance between smallholder and three AAL subsidiaries that are used in this case study of this report.
- Chapter VII** explains the supply chain and funding flow relationship directly and indirectly to the AAL and its subsidiary .
- Chapter VIII** elaborates the results of media study on the events related to smallholder farmers in Central Sulawesi. Conclusion and recommendation are presented in Chapter IX.

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Chaper Two

Central Sulawesi Context

In 2016, at least there are 54 units of palm oil plantation company permits in Central Sulawesi. There are 36 units which has acquired Plantation Permit (IUP) and 18 units in the form of Location Permit (Inlok).

Palm oil plantation in Central Sulawesi has been started since 1990s. PT Tomaco Graha Krida (TGK) in Witaponda Districts, Central Bungku and West Bungku, Morowali Regency are the first and oldest to invest in palm oil plantation in Central Sulawesi. The following PT Hargata Inti Plantation (HIP) in Buol Regency, and PTPN XIV in Morowali Regency, PT. Kurnia Luwuk Sejati (KLS) in Banggai Regency are some companies which own Cultivation Rights (HGU) of palm oil plantation which also starts big scale of palm oil plantation business that time. At the end of 1990s, PT Agro Nusa Abadi, subsidiary of Astra Agro Lestari (AAL) started to operate commercially. However, PT ANA palm oil operational legality was still in question as it does not have Cultivation Rights (HGU).²

Around 2000s, together with the rise of civil conflicts in Poso area and its surrounding, the palm oil business in Central Sulawesi grew massively. Some sources indicated that the civil conflict may have contributed to strengthen palm oil expansion in Central Sulawesi. As a result of the conflict, at that time the presence of the national army was increasing in several areas of Central Sulawesi. This resulted in a security bias between anticipating the potential triggers of religious conflicts and efforts to suppress people's

² <https://palu.tribunnews.com/amp/2019/07/26/walhi-sulteng-minta-kpk-selidiki-kasus-pt-agro-nusa-abadi-di-kabupaten-morowali-utara>

protest and environmental activists against establishment and land seizing for palm oil plantation.³ This condition seems to secure the palm oil expansion. Although indirectly, the effort to secure business interests were carried out by security forces who are willing to back up anyone who wants to pay (Kontras, 2004). Expression of disapproval or protest over the land seizing became a boomerang for the community, since it can be indicated as a trigger for the conflict. The impact is that the people tend to be passive, reluctant to question or protesting on their land rights and avoid conflicts with palm oil plantation companies, so that it puts the people in weaker position.

The expansion of palm oil plantation massively reoccurred in 2007-2008. The control of four corporations has been around more than 48 thousand hectares of land in Central Sulawesi. Astra Agro Lestari (AAL) group in that year actively carried out the development and expansion of oil palm plantations. In 2015, AAL is estimated to control an area of nearly 80,000 hectares based on its subsidiary's location permit. The second large private group is the Golden Agri Resource Group, known as the Sinar Mas group (SMART) controlling an area of 92,188 hectares also through its five subsidiaries in Morowali district.

Figure 1 Distribution of Palm Oil Plantation in Central Sulawesi



Source: BPS (Central Bureau of Statistics), 2015

Besides these two giants palm oil plantation industry, the expansion of the palm oil industry that was quite significant was also carried out by Kencana Agri Group (KA). This group of companies has four subsidiaries which controls various land areas in Banggai Regency. KA group's subsidiary, namely PT Wiramas Permai (WP) in Bualemo

³ <http://ytm.or.id/akar-masalah-konflik-poso-dan-morowali>

District, PT Sawindo Cemerlang (SC) in Batui District and South Batui District, PT Delta Subur Permai (DSP) in Batui District. Apart from Banggai Regency, in 2012 KA Group acquired PT Karunia Alam Makmur (KAM) in Mamosalato and North Bungku, North Morowali Regency.⁴

In 2016, at least there are 54 units of palm oil plantation company permits in Central Sulawesi. There are 36 units which has acquired Plantation Permit (IUP) and 18 units in the form of Location Permit (Inlok).⁵ Among those companies, there are 15 companies which own Cultivation Rights (HGU), the remaining 39 units of the plantation operate on the land without Cultivation Rights (HGU) status. Data registered in Plantation Service stated that the total of 54-units palm oil plantation permit has reached 713.217 hectares. In 2015, based on the same data, civil society groups noted that there were 48 oil palm companies operating, but only 14 companies had Cultivation Rights (HGU). It means that the rest of them operate without Cultivation Rights (HGU). Those units include AAL's subsidiaries in which 90 percent out of the total around 98 thousand hectares without Cultivation Rights (HGU), SMART controls 61 thousands without Cultivation Rights (HGU) and KA Group runs 30 thousand hectares without Cultivation Rights (HGU) and 55 thousand hectares which already have Cultivation Rights (HGU).⁶

⁴ <https://www.tuk.or.id/2015/03/potret-perkebunan-kelapa-sawit-di-sulawesi-tengah/>

⁵ <https://sulteng.antaranews.com/berita/26316/izin-perkebunan-sawit-di-sulteng-capai-54-perusahaan>

⁶ <https://www.tuk.or.id/2015/03/potret-perkebunan-kelapa-sawit-di-sulawesi-tengah/>

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Chapter Three

Framework Reasoning

Smallholder farmers supply their fresh fruit bunch (FFB/TBS) from their land to companies which are linked to the global market network. Indirectly, smallholder farmers are part of a network that supplies palm oil to make cosmetic and food products to the big brands that dominate the downstream palm oil commodity supply chain.

3.1. The governance in Palm Oil Supply Chain and Financial System Function

Smallholder palm oil farmers in Indonesia can be categorized into independent farmers and plasma farmers. Plasma farmers are those who are in the partnership plasma-nucleus program between the companies and farmers. Companies manage the nucleus plantation, meanwhile the plasma farmers manage the plasma land, whether collectively or individually. The partnership scheme varies from partnership individual plasma with the palm oil company to farmer group unions and cooperatives with several partnership models. A study by Suharno et. al (2015) explains that at least there are three partnership model such as 1) Plasma Cooperative Scheme, 2) Individual Partnership Scheme, 3) Plasma scheme managed by the companies.

In the cooperative plasma scheme, smallholder farmers manage all the plasma plantation collectively. Plantation lands are combined into joint plantation. Plasma farmers form plasma cooperatives facilitating fresh fruit bunches (FFB/TBS) to nucleus companies with agreed terms in which cooperative farmers share the profits and risks. Through the cooperatives, farmers have access of the seeds and fertilizer from the company, sell the palm oil harvest to the company and be able to manage the independent land surrounding the plasma. On the second scheme that is individual partnership, smallholder farmers can manage their own land individually. Farmers

have the ability to manage their own land, have access to purchase the seed and fertilizer from the company and the fresh fruit bunches (FFB/TBS) to be sold to the nucleus company. Meanwhile in the third scheme that is plasma scheme which is managed by the company, the nucleus companies directly manage the plasma plantation on behalf of the farmers. Farmers granted the permission for the company to manage their plantation area. Farmers receive the profit sharing on the plantation management. In this third scheme, the company usually forms an institution in the form of a cooperative with the main purpose of being the mediator and who distribute the profit sharing from the sales (Suharno et al., 2015). The company has full authority and information over all plasma lands and carries out almost all land management activities for palm oil plantations. Therefore, in this third scheme, the company dominates the profit sharing decision as well as the form of cooperation with smallholder farmers. In this scheme, farmers as land owners have a very weak bargaining position.

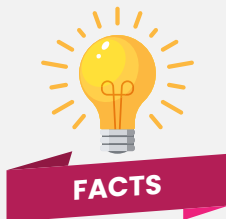
Relation between the smallholder farmers and the palm oil companies explains the relation within the supply chain industry. Gereffi et al. (2005) define five typologies of supply chain between the supplier and buyer, which are market, modular, relation, hierarchy, and captive. Market linkage happens on spot buying or “spot market” which based on the purchase outside the long term contract. The purchase are form company to company, carried out at the stockpiling or auction place, or carried out indirectly through intermediary traders. The spot market is different from the futures market, it can be temporary, or continuous with recurring transactions, but the costs of moving to a new partner are low on both sides (Wiggs et al., 2020).

Modular supply chain occurs in industries with particular specification, usually product of technology. Relational supply chain involves two parties who have equally mutual dependency and specific asset similarities among the two parties. Hierarchical typology refers to vertical integration, in which the central company undertakes the dominant managerial control over its subsidiaries or affiliates. Out of these five typologies, captive supply chain explains how small suppliers interact with large buyers. In this type, small supplier is transitionally dependent on much larger buyers. The company is the sole buyer therefore it can carry out very strict control and monitoring of the suppliers. Suppliers face big transaction cost if they are released from their buyer, therefore, they are captive to only one buyer.

In the supply chain, smallholder farmers act as suppliers and the companies are the buyers. In the plasma scheme managed by the companies, farmers are the tiny suppliers compared to the companies. Therefore, this scheme can be included as the captive supply chain typology as in Gereffi typology above. In this scheme, companies directly manage the plasma plantation on behalf of the farmers. Farmers grant the permission for the companies to manage the land, either voluntarily or forcefully. These farmers are mostly not the original palm oil farmers, but those who change from

other commodity crops (Anggraini & Grundmann, 2013). Due to the lack of experience and information which are very dependent to the companies, this type of farmers does not have technical skills on managing the palm oil so that continually dependent to the company to manage their lands. Farmers get shares form the plasma land business, the value of which is highly dependent on the company's discretion.

Plasma management scheme by the companies, in which smallholder farmers receive provit from the plantation land clearing, at first, is seen as one of way out of the poverty. However, this condition is not entirely true. McCharty and Zen (2016:120) explained in Pye (2019) that in the beginning of the transmigration project of palm oil in Jambi, the farmers are paid below the poverty line that is half of the farmers sold their plasma rights. The farmers who stayed are still in low income and 30% of the income is used to pay the loan resulting from the production activity. Not much different from Jambi, the partnership scheme in Sanggau, West Kalimantan, smallholder farmers with 1.56 ha of oil palm land aged nine years only earn IDR 300,000 a month (Zen et al. 2016: 101 in Pye 2019).



Smallholder farmers are part of the global supply chain.

Around 42,4% from total palm oil plantation area in Indonesia are cultivated by smallholder farmers with estimated area increase of 11.4% each year on average (Anggraini & Grundmann, 2013).

Smallholder farmers supply their fresh fruit bunch (FFB/TBS) from their land to companies which are linked to the global market network. Indirectly, smallholder farmers are part of a network that supplies palm oil to make cosmetic and food products to the big brands that dominate the downstream palm oil commodity supply chain. Cosmetics and food multinationals such as Unilever and Nestle – which are very sensitive to brand image – may not have direct contact with farmers. However, companies policies and multinational companies image regarding the sustainable aspect including the social and economic sides of parties involved in the palm oil production supply chain which become the raw material for global product.

Palm oil plantation, palm oil producers and multinational companies in the palm industry are agreed to adopt a mechanism which guarantee the produced palm oil meets the sustainable standard. The standard guarantees are the certification including the Roundtable on Sustainable Palm Oil (RSPO) and Indonesian sustainable palm oil (ISPO). This certification has been the main requirement for the palm oil producer to make transaction in the palm oil global supply chain. Among the elements sustainability in the RSPO certification are the eradication of poverty and ensuring decent livelihood. This purpose aligns with the first and the eighth sustainable development goals (SDG). Although the state is the main institution to promote the eradication of poverty and to ensure decent livelihood, state grants the permit for the palm oil plantation company to carry out the plantation area management. The expansion of palm oil plantations is always followed by socio-economic changes of the surrounding community. The implication is that palm oil companies, multinational companies, and parties involved in the palm oil supply chain who have expressed a commitment to encourage a sustainable palm oil industry should pay attention to poverty alleviation efforts and decent work for smallholder farmers.

The governance within the supply chain is the keyword to overcome the relation form between the supplier and the company in the palm oil plantation. A number of studies captures poor governance problem regarding the relation between the companies and the smallholder farmers (Abram et al., 2017; Li, 2018; Suharno et al., 2015). As mentioned before, smallholder farmers are in dependent position and tied to the companies in the supply chain. Captive governance places smallholder palm oil farmers to be unable to get out from the economic condition and company's control cycle. In captive governance, the supplier output is dominated by the parent company to meet global market requirements, under strict control which limits the possibility for the farmers to modify their production process. Through this scheme, automatically smallholder farmers are integrated into global economic. The parent company controls activity at the farm level. The multinational companies penetrate the upstream so that the smallholder farmers are dependent on these multinational companies.

In the global supply chain network, the funding from financial institution and investor can make the palm oil company to expand the plantation area or multinational company to expand their business. Schoenmaker (2018) explains that in the financial system, financial institution and investor on monitoring their investment may affect the company they invest in. The financial system function is to monitor the investment and apply the company governance after providing the funding. Therefore, the investor has the significant role in controlling and directing the directors' board of the financed company. In order to support sustainable palm oil, financial institution play important role to ensure that the ongoing governance is fair and sustainable for every actor in the supply chain.

3.2. Procedural Fairness on Farmers–Companies Relation

The governance in captive supply chain cause high dependence of the supplier – in this case the smallholder farmers – to the company. The unbalanced position between the company and the farmers may arise the motive of the stronger party to commit procedural unfairness. Procedural fairness concept itself is defined as the fairness attitude among the actors who are more powerful in the supply chain and the decision-making procedures. The Literature management identifies the main principles to enforce the procedural fairness of the companies-farmers relation in agricultural chain value (Kumar et al., 1995; Thorpe, 2018; Yilmaz et al., 2004), such as:

<p>Impartiality</p> <p>that is the application of consistent policies and procedure</p>	<p>Explanation</p> <p>that is the willingness of the stronger party to explain decisions and action</p>
<p>Refutability</p> <p>that is the weaker party ability to voice objections and participate in decisions</p>	<p>Knowledgeability</p> <p>that is knowledge of the stronger party about the operating context of the weaker party</p>
<p>Inter-dependence</p> <p>that is the dependence of the stronger party on the relation with the weaker party to achieve its goals and vice versa</p>	

Moving on from the procedural fairness principles, the analytical framework for the palm oil plantation sector can take the attribute of the procedural fairness framework developed by Thorpe (2018). This analytical framework can help to assess the procedural fairness attitude on each case, including the relation between palm oil companies and the farmers. The attributes can be used to assess the indicators on the descriptive scale, namely weak, moderate, and strong which can help identifying and analyzing procedural fairness on the value chain. Table 1 shows the analytical framework of this procedural fairness analysis.

Table 1 Procedural Fairness Indicators

Attributes	Weak	Moderate	Strong
Communication channel between farmers and companies	Rarely communicating, regarding the limited problem and / or indirect or nothing	Regular opportunities to exchange views and voice objections on key issues; although communication with buyers may not be direct	Regular, direct, formal and informal opportunities to exchange views and voice objections on various issues
Transparency of policies and decisions which affects farmers	Policies, procedure and decision which are not known or understood by the farmers; or the transparency on very limited range of problems	Partial transparency in policies, procedures, decisions, prices and fees; but may not be fully understood by farmers	Policies, procedures, pricing, quality and cost decisions are fully transparent and support is provided where necessary to ensure understanding; collective negotiation mechanism
Conflict resolution mechanism	No conflict resolution mechanism available or only ad hoc	Regular space or mechanism available for conflict arbitration	Available and known impartial conflict resolution mechanism; followed up complaints
Long term informal agreement	There is no ongoing commitment between companies and the farmers, or accentuation on formal agreements used primarily to enforce conditions on farmers; decision making is considered arbitrary	Informal commitment for purchasing and/ or providing ongoing support; some decisions are considered inconsistent or arbitrary	Informal commitments for purchasing and/or providing support in the long term, for example, supported by investments in processing plants; along with consistent decision making
Balancing power	Weak farmers organization; farmers are specialized and dependent on the companies for markets	Farmer organizations are weak but being strengthened; farmers produce multiple crops or	The farmers are represented by a strong organization; farmers produce multiple crops or

	and inputs; farmers' share on the productive or processing assets is not enough to form togetherness	have alternative buyers for single crops; Farmers' share of productive or processing assets although it is not enough to form togetherness	have alternative buyers for a single crop; the share of farmer assets form togetherness between farmers and buyers
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Source: Thorpe (2018)

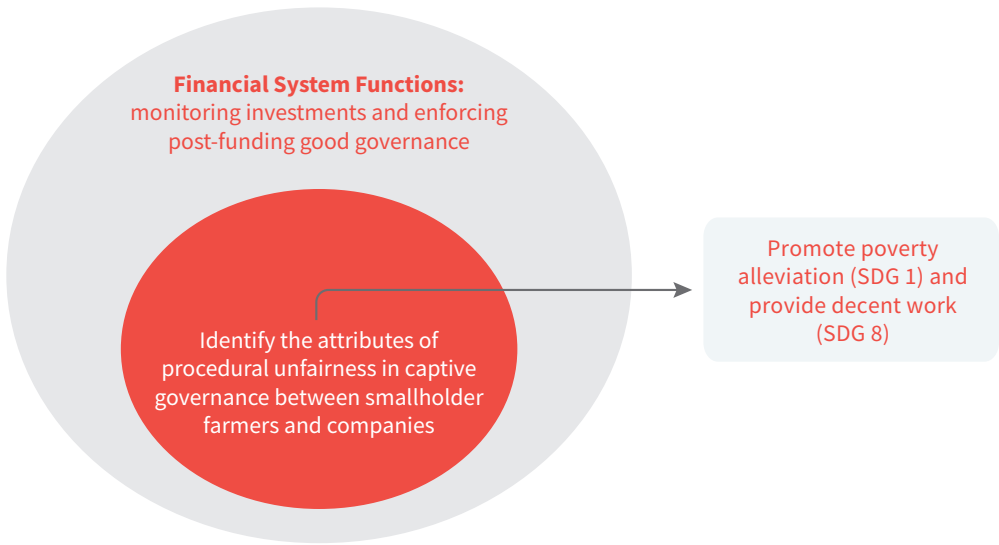
Bilateral communication channels between the companies and farmers enable regular and open communication between the two parties on various issues, help farmers to understand and make decisions, and contribute to the company’s understanding regarding the operations from the farmers’ perspective.

The regulation and decision transparency affecting the farmers is the availability and shared relevant information regarding the policies, procedures, planning, and objective and price and market information. Transparency not only requires providing information but also facilitating the understanding of information. The conflict resolution mechanism is based on an impartial mechanism, where farmers are given access to voice complaints and suggestions. The mechanism also ensures that complaints and suggestions are seriously considered and followed up.

Long-term informal agreements are informal support commitments to the farmers on an ongoing basis and based on mutual understanding, rather than relying solely on formal contracts. Although the literature management includes formal and informal long-term agreements as attributes, the emphasis on informal agreements reflects the fact that most contracts in smallholder agriculture are informal. Formal agreements such as contracts, if any, are often used to impose conditions on farmers, rather than to protect farmers’ interests.

Balancing power is the controls which strengthen farmer collective actions that should be bottom-up and push the mutual dependence between the companies and farmers.

Figure 2 Framework reasoning for promoting the procedural fairness for smallholder farmers



Source: Writer

The financial system can function to push the palm oil industry to implement the governance that supports the sustainable development goals. The sustainable development goals relevant to the case of smallholder oil palm farmers are poverty alleviation (SDG 1) and providing decent work (SDG 8). Financial institutions can monitor whether their investment in business actors in the palm oil supply chain is included in a form that makes smallholder farmers even more poverty-stricken.

Similarly, bad reputation can be a risk to the multinational companies which bought the product from palm oil producers engaged in poverty entanglement scheme. The framework reasoning for this report can be simplified in Figure 2. Unfairness procedural identifications attributes can be used as a tool to assess whether actors in the palm oil industry supply chain from upstream to downstream have an indirect effect on the poverty of smallholder palm oil farmers. Efforts to overcome procedural unfairness in captive governance experienced by smallholder farmers are expected to encourage poverty alleviation through improving the attributes of the relation between farmers and companies.



Chapter Four

Policies Affecting Smallholder Farmers

There are a number of policies directly and indirectly affecting smallholder farmers. Policies affecting smallholder farmers includes laws, government regulations, and ministerial regulations. The following section presents the existing regulatory framework that would affect smallholders' income and welfare based on their issuing date.

4.1. Regulation and Management of Partnership Program and Its Impact on Smallholder Farmers

The Regulation of the Minister of Agriculture Number 26 of 2007 concerning Plantation Business License Guidelines states that the development of local community garden must be held by private plantation companies and state-owned enterprises. It is emphasized in the Regulation of the Minister of Agriculture Number 98 of 2013 concerning Plantation Business License Guidelines, which states that the plantation company that proposes IUP-B or IUP with an area of 250 (two hundred and fifty) hectares or more, is obligated to facilitate the construction of a community garden with at least 20 percent of the area of IUP-B or IUP. However, the mechanism for the construction of the community garden is still very vague. The calculation of the 20 percent of the area is still very much unclear, there is no common setting and interpretation on whether it should be calculated based on the area stated in the Plantation Business License (IUP) or Business Use Right (HGU) or the community garden area that is allocated based on 20 percent of HGU area. The important notion is that when proposing HGU, the company must already determine an area that will be allocated as a community garden.⁷ Meanwhile, when determining location for the community garden, HGU is yet to be approved.

⁷ <http://ytm.or.id/akar-masalah-konflik-poso-dan-morowali>

Article 42 of Law Number 39 of 2014 concerning Plantations explains that the business activities of cultivation or processing crops can only be made once the Plantation Company had obtained rights to land (HGU) and/or Plantation Business License (IUP). Furthermore, the Constitutional Court Decision Number 138 of 2015 concerning the examination of the Plantation Law No. 39/2014 omitted the word “or”. This means that the construction of palm oil plantations is only eligible if HGU and IUP had been released. Community garden is stipulated in Article 58 concerning plantation business partnership. It states that a plantation company that has a business license is obliged to facilitate the construction of a community garden of at least 20 percent of the total area of plantation managed by the plantation company. The provision of community garden can be held through credit pattern, profit sharing, or other agreed forms of funding in accordance with applicable laws and regulations. The obligation to develop a community garden must be implemented in a period of no later than three years since HGU issuance and must be reported to the Central Government and Regional Government based on their authority. Companies that violate the law will be punishable by administrative sanctions in the form of: fines, temporary suspension from Plantation Business activities, and/or revocation of Plantation Business License.⁸

Regulation of the Minister of Agriculture Number 1 of 2018 concerning Guidelines for Determining the Purchase Price of Fresh Fruit Bunches (FFB) of Palm Oil Production for Planters stipulates that the central provinces of palm oil in Indonesia must issue the selling price of FFB. In Central Sulawesi Province, this price is regulated under the Governor’s Regulation concerning the determination of FFB purchase price by a team under the Plantation and Animal Husbandry Services. One-price system for palm oil has been implemented in Central Sulawesi. However, the governance of pricing remains questionable.

Regulation of the Minister of Agriculture Number 5 of 2019 concerning Licensing Procedure in Agriculture Sector points out that the ownership of a Plantation Business License (IUP) for cultivation will not be valid if the plantation area does not obtain rights to land (HGU). In fact, a number of companies have been cultivating their palm oil plantations, despite the absence of HGU. Apart from violating the ministerial regulation above, those companies also violate the Basic Regulation on Agrarian Principles and Presidential Decree No. 40/1996 concerning the Business Use Right as well as the regulation of the Minister of Agrarian Affairs and Spatial Planning (Permen ATR) No. 7/2017 concerning the Arrangement and Procedure for Business Use Right. The absence of permit has an implication for land that should be allocated as a nucleus-plasma partnership as regulated in the Law No. 39/2014 on Plantations above.

⁸ <https://sawitindonesia.com/aturan-pembangunan-plasma-butuh-kepastian/>

Presidential Instruction Number 8 of 2018 concerning moratorium for palm oil plantations. This Inpres Number 8/2018 was signed by President Joko Widodo on 19 September 2018. It instructs the Minister of Environment and Forestry to identify and evaluate permits of palm oil plantations located in the forest area. The Minister of Agriculture is instructed to organize and verify the data and map of Plantation Business License as well as Registration Certificate for Plantation. The Minister of Agrarian Affairs and Spatial Planning is responsible to evaluate the Business Use Right (HGU) of palm oil plantations.

Presidential Regulation of the Republic of Indonesia Number 44 of 2020 concerning the Indonesian Sustainable Palm Oil Plantation Certification System. Under the ISPO regulation, plasma farmers must be certified, however many farmers fail to meet the ISPO standard due to high qualification. The Indonesian Palm Oil Association (GAPKI) is tied to a chairman who is also an Astra director. Astra has been against the Roundtable on Sustainable Palm Oil (RSPO) since the beginning. With its significant influence over GAPKI, GAPKI left RSPO and initiate Indonesia Sustainable Palm Oil (ISPO), although not all the member companies obtained ISPO. By referring to the Regulation of the Minister of Agriculture on ISPO, there are several regulations or requirements needed to be met in order to obtain financing from the banking sector, such as the document of the development or establishment of Plasma Plantations, Copy of ISPO certificates for nucleus estate, List of members of plasma plantation groups or cooperatives, Rights to land in the form of Freehold Certificate (SHM) for each members in accordance with the prevailing land regulation.

Law Number 11 of 2020 concerning Job Creation still requires derivative regulations that are currently being prepared by the Government up until this point. However, this law is going to create barriers for farmers in maintaining their land ownership if there is not enough evidence of collateral for the land ownership. The farmers' rights over their plantation business that is claimed to be located in the forest area may not be realized due to the absence of a permit (Forest Digest, 2020). However, this law gives a grace period of three years to resolve administrative issues. From an environmental perspective, this law has caused major concern due to its lenient obligation in the environmental impact assessment (AMDAL). Derivative regulations on the environmental analysis for plantations are still in progress. If the requirement for AMDAL is eliminated, some argue that there will be a long-term detrimental effect on the environment, which will be indirectly harmful to the farmers. The derivative regulations of this law also need to consider the involvement of smallholder farmers.

Table 2 The Regulation of Palm Oil Management in Indonesia

2014	Law No. 39/2014 concerning Plantations and Constitutional Court Decision No. 138/2015 concerning the examination of the Plantation Law No. 39/2014
	<ol style="list-style-type: none"> 1. The business activities of cultivation or processing crops can only be made once the Plantation Company had obtained rights to land (HGU) and/or Plantation Business License (IUP). The Constitutional Court Decision Number 138 omitted the word “or”. 2. A plantation company that has a business license is obliged to facilitate the construction of a community garden of at least 20 percent of the total area of plantation managed by the plantation company.
2018	Presidential Instruction Number 8 of 2018 concerning moratorium for palm oil plantations
	<ol style="list-style-type: none"> 1. The Minister of Environment and Forestry to identify and evaluate palm oil plantations permits located in forest area. 2. The Minister of Agriculture is instructed to organize and verify the data and map of Plantation Business License as well as Registration Certificate for Plantation. 3. The Minister of Agrarian Affairs and Spatial Planning is responsible to evaluate the Business Use Right (HGU) of palm oil plantations.
2018	Regulation of the Minister of Agriculture 1/2018 concerning Guidelines for Determining the Purchase Price of Fresh Fruit Bunches (FFB) of Palm Oil Production for Planters
	<p>The FFB pricing team under the Plantation and Animal Husbandry Services of Central Sulawesi Province regulates a one-price system for palm oil in the Central Sulawesi Province.</p>
2019	Regulation of the Minister of Agriculture Number 5 of 2019 concerning Licensing Procedure in Agriculture Sector
	<p>The ownership of a Plantation Business License (IUP) for cultivation will not be valid if the plantation area does not obtain rights to land (HGU).</p>

2020

Presidential Regulation No. 44/2020 concerning the Indonesian Sustainable Palm Oil Plantation Certification System

1. Under the ISPO regulation, plasma farmers must be certified, however many farmers fail to meet the ISPO standard due to high qualification.
2. The Indonesian Palm Oil Association (GAPKI) is tied to a chairman who is also an Astra director. Astra has been against the Roundtable on Sustainable Palm Oil (RSPO) since the beginning. With its significant influence over GAPKI, GAPKI left RSPO and initiate Indonesia Sustainable Palm Oil (ISPO), although not all the member companies obtained ISPO.
3. By referring to the Regulation of the Minister of Agriculture on ISPO, there are several regulations or requirements needed to be met in order to obtain financing from the banking sector, such as:
 - The document of the development or establishment of Plasma Plantations
 - Copy of ISPO certificates for nucleus estate
 - List of members of plasma plantation groups or cooperatives
4. Rights to land in the form of Freehold Certificate (SHM) for each members in accordance with the prevailing land regulation.

Source: summarized based on various sources.

4.2. Sustainable Palm Oil Regulation

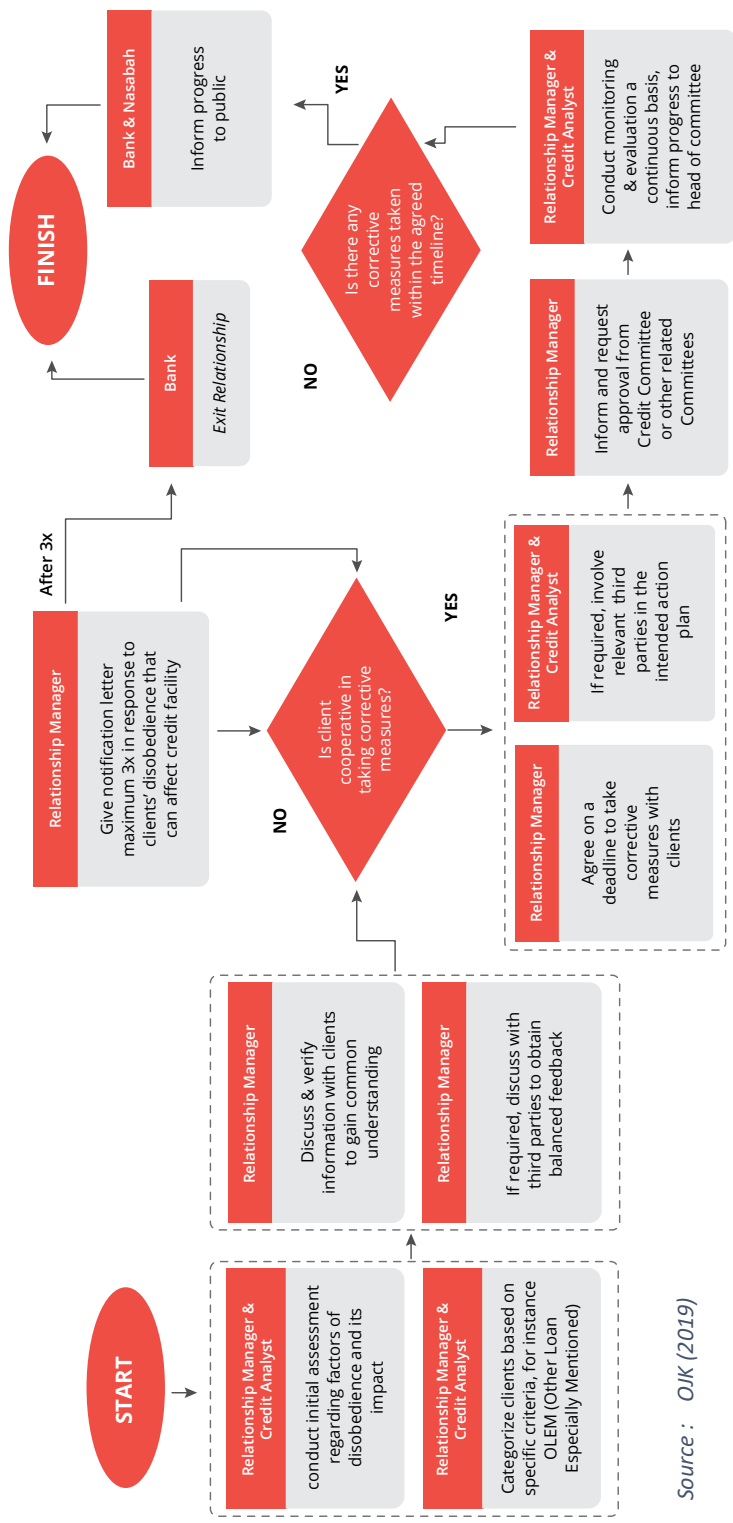
The Financial Services Authority (OJK) has issued a Credit Financing Handbook for Plantations and Palm Oil Industry which is a guideline for financial institutions in financing palm oil companies in the pursuit of sustainable development. The handbook is non-binding. However, the handbook is a part of the implementation of OJK Regulation 51/2017 concerning the application of sustainable finance for financial institutions, issuers, and publicly listed companies.

Within the handbook, OJK clearly mentions that the impact of financial flow to palm oil companies and plantations must adhere to ESG criteria (environmental, social and governance). Procedures to anticipate the risk of land grabbing and poverty are set out in the section of actionable measures with regards to sustainable finance implementation (OJK, 2019 p. 49). OJK explains the need for banks to understand the key issues and ways to support customers that are engaged in plantation and palm oil industry to improve their business practice.



Meaning, when factors hindering efforts to sustainability prevail, banks can warn and anticipate. According to the handbook, banks should adopt sustainable finance for palm oil debtors systematically. The assessment flow regarding the sustainability of the palm oil sector is described in a structured and clear manner. Meanwhile, the guideline to combat poverty is demonstrated in the appendix which refers to the RSPO and ISPO certification standards.

Figure 3 Measures that can be implemented by Banks when dealing with customers that fail to meet ESG criteria



Source : OJK (2019)

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Chapter Five

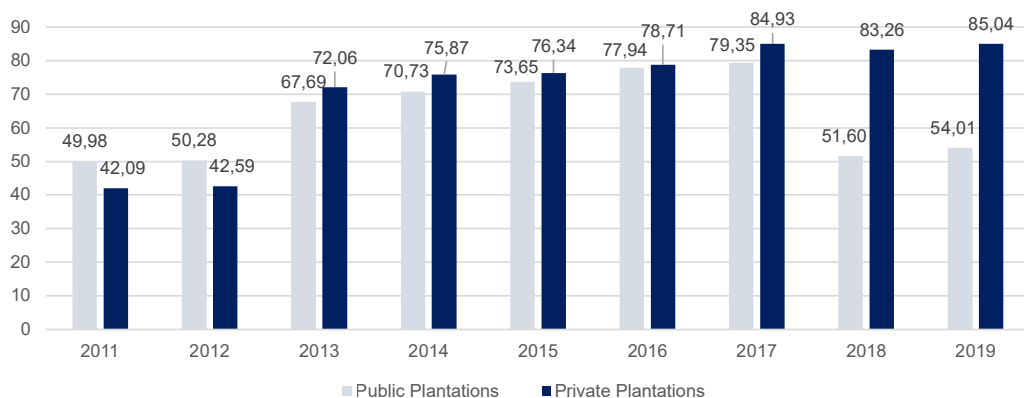
Smallholder Palm Oil Plantation in Central Sulawesi

Since 2015, the NTP Sub-sector of Smallholder Plantation in Central Sulawesi continue to have a value under 100. In 2017 and 2018 the value was even below 90. This condition indicates that the farmers' welfare is relatively lower than previous year.

The size of palm oil plantations increased by around 50 thousand hectares between 2011-2019, of which 47 thousand hectares was under private plantations (Directorate General of Plantation, 2016, 2019). Figure 4 provides an illustration of palm oil plantations size in Central Sulawesi. In 2011 and 2012, the size of community garden was larger than the private plantations. During that year, community garden made up around 50 thousand hectares, while private plantations made up 42 thousand hectares. Statistical data on palm oil plantations by the Directorate General of Plantation, Ministry of Agriculture discovered that in 2013⁹ the size of private large scale plantations drastically increased from 42,6 thousand hectares to 72 thousand hectares. The size continued to increase to 85 thousand hectares in 2019. In contrast, the size of smallholder plantations jumped from around 79 thousand hectares in 2017 to 54 thousand hectares in 2019.

⁹ In 2013 the Minister of Agriculture issued Regulation of the Minister of Agriculture Number 98 of 2013 concerning Guidelines for Plantation Business Licensing which requires plantation companies to facilitate a community garden with an area of at least 20 percent of the plantation permit area.

Figure 4 Public and Private Large Scale Plantations Size (thousand hectares) 2011-2019



Source : (Directorate General of Plantation, 2016, 2019)

An increase in the size of privately owned plantations is followed by an increase in the size of mature plantations that produce FFB (see Table 3). That increase drove the production of privately owned plantations from 133 thousand tons in 2015 to 281.8 thousand tons in 2019. Meanwhile, the size of smallholders mature plantations was only about half of the company's mature plantations area in 2019. The production capacity of smallholder plantations tends to decrease from 158 ,6 thousand tons in 2017 to 130.4 thousand tons in 2019.

Table 3 Plantation Size and Production in Central Sulawesi, 2015-2019

Year	Community Garden			Private Plantation			Total		
	Size (ha)	Mature Area (ha)	Production (thousand tons)	Size (ha)	Mature Area (ha)	Production (thousand tons)	Size (ha)	Mature Area (ha)	Production (thousand tons)
2015	73.65	38.99	140.39	76.34	48.16	133.18	151.12	88.27	275.35
2016	77.94	39.33	144.42	78.71	52.58	156.99	157.83	93.04	303.20
2017	79.35	43.09	158.57	84.93	56.49	174.69	165.71	100.93	335.78
2018	51.60	34.73	121.34	83.26	72.35	262.28	134.86	107.08	383.62
2019	54.01	36.35	130.36	85.04	73.90	281.77	139.05	110.25	412.13

Source : compiled from (Directorate General of Plantation, 2016, 2019)

According to the Law on Plantations, smallholders can manage up to 25 hectares of palm oil plantations. If a farmer obtains more than 25 ha, he needs to be registered as a smallholder business. However, this condition is rare. It is estimated that very few farmers manage several hundred hectares of plantation in various locations. Table 4 shows the size of plantations and mature area as well as the average size of land

owned by individual farmers in Central Sulawesi. Although the overall size of palm oil plantations is around 51,6 thousand hectares, the mature area makes up only 34,7 thousand hectares. On average, farmers in Central Sulawesi can only manage 1 to 2 hectares of palm oil plantations from mature area. There are 7 districts that own palm oil plantations. Morowali and Donggala own the largest area.

Table 4 The Size of Palm Oil Plantation and Smallholder Ownership in 2018

District	Mature Area (Ha)	Size (Ha)	Number of Farmers (KK)	Average mature area per farmer (ha)	Average Plantations Size per farmer (ha)
Banggai	7638	9661	5228	1,46	1,8
Morowali	9227	16330	6190	1,49	2,6
Poso	470	1026	497	0,95	2,1
Donggala	9263	10776	5300	1,75	2,0
Tolitoli	0	117	289	0	0,4
Buol	4669	7915	3701	1,26	2,1
Parigi Moutong	158	440	241	0,66	1,8
Morowali Utara	3300	5336	2547	1,30	2,1
Average in Central Sulawesi	34725	51601	23993	1,45	2,2

Source : BPS, 2018

The income of palm oil farmers is extremely low. With an estimated price (of FFB) of two thousand rupiah, the average income of palm oil farmers is shown in Table 5. Meanwhile, several districts in Central Sulawesi have faced an extremely low price of FFB.¹⁰ The average income is very low compared to the provincial minimum wage in Central Sulawesi.¹¹ Based on that average income, if farming households depend only on palm oil production, they are expected to live around and below the national poverty line. In 2018, the national poverty line was IDR 401,220 per capita per month. With an average of 4.6 household members, the national poverty line per capita is IDR 1,901,402 per month (BPS, 2018).

¹⁰ <https://sulteng.antaranews.com/berita/44061/harga-jual-tbs-sawit-terlalu-rendah>

¹¹ The Regional Minimum Wage of Central Sulawesi in 2018 was around 1.9 million rupiah per month per worker.

Table 5 Farmers Average Income in 2018

District	Production (ton)	Productivity (ton/ha)	Farmers Income (Rp/month)*
Banggai	34.844	4.6	1,110,814
Morowali	42.538	4.6	1,145,342
Poso	1.045	2.2	350,436
Donggala	17.300	1.9	544,025
Buol	12.370	2.6	557,057
Parigi Moutong	144	0.9	99,585
Morowali Utara	13.099	4.0	857,152
Average in South Sulawesi	121.340	3.5	842,885

*) using the average FFB price of Rp 2000/kg

Source: Production and Productivity taken from BPS (2018), Farmers Income is calculated by author.

Table 6 Farmer Exchange Rate of Community Garden Sub-sector for Central Sulawesi in 2018

Year	2014	2015	2016	2017	2018
Farmer Exchange Rate	101.65	91.64	92.73	82.29	86.88

Source : (BPS Sulteng, 2018)

Farmer Exchange Rate on Table 6 provides an illustration of farmers' welfare in Central Sulawesi. Farmer Exchange Rate below 100 indicates that farmers have a deficit, whereas their income falls below their own expenditure. This because an increase in production price is relatively smaller than an increase in the price of consumer goods. Since 2015, the NTP Sub-sector of Smallholder Plantation in Central Sulawesi continue to have a value under 100. In 2017 and 2018 the value was even below 90. This condition indicates that the farmers' welfare is relatively lower than previous year.

Chapter Six



Governance among Palm Oil Farmers and AAL Subsidiary

AAL palm oil plantations dominate around 10 to 15 percent of the total plantation area . The existence of AAL plantations which have been operating for quite a while is expected to bring changes to the surrounding community. This includes smallholder farmers who mostly live around the plantations.

AAL has been operating in Central Sulawesi since late 1998 through one of its subsidiaries. In 2007-2008 the group started the construction and expansion of its palm oil plantations. In 2012 , AAL group started operating four of its subsidiaries, namely PT. Cipta Agro Nusantara (CAN), PT. Lestari Tani Teladan (LTT), PT. Sawit Jaya Abadi (SJA), and PT. Rimbunan Alam Sentosa (RAS). AAL Group is estimated to manage an area of 77,359 hectares, based on the location permit of its five subsidiaries in Morowali Regency in 2015. Between 2007-2014, AAL Group has cleared nearly 9,000 hectares of forest in Central Sulawesi whereas 660 hectares were primary forests (Kate & Zakaria, 2015).

AAL palm oil plantations dominate around 10 to 15 percent of the total plantation area . The existence of AAL plantations which have been operating for quite a while is expected to bring changes to the surrounding community. This includes smallholder farmers who mostly live around the plantations. In contrast, the explanation in chapter 7 provides a an overview of farmers' condition in Central Sulawesi with an extremely low income and Farmer Exchange Rate. This condition raises the question of how the relationship between the company and farmers. This paper focuses on AAL, this section describes the relationship between AAL's subsidiaries and smallholders in Central Sulawesi.

6.1. PT Cipta Agro Nusantara (CAN)

PT. Cipta Agro Nusantara is one of AAL's subsidiary.¹² The company operates in Lembo Raya District (formerly Lembo District) in North Morowali District (formerly Morowali District). This company has been active since 2007 based on the Decree of Morowali Regent Number 188.45/SK.0905/Umum/2007 in December 17, 2007 concerning the Issuance of Location Permit for the Plantation Business of PT. Cipta Agro Nusantara in Lembo District. On March 12, 2008, the location permit was revoked based on the Decree of Morowali Regent Number 188.45/SK.0349/TAPEM/2008. The revocation was followed by an instruction for CAN to stop all activities until further decision. The company re-obtained the location permit on July 15, 2008 based on the Decree of Morowali Regent Number 188.45/SK.0154/DIPERTA/VII/2008. The decree gives it a permit to conduct business of palm oil plantations on a land area of 10,013.5 hectares in Lembo District, Morowali Regency.

6.1.1. Initial Relations Between Company and Farmers

Based on the information from local community, the company began its operation in 2007 and involved in socialization held by the village government, assisted by the Regency Government of Morowali through the Agricultural Service.¹³ During the initial meeting, the company inform the local community about their construction plan and the possibility of partnership with farmers through plasma plantation scheme.

During its first year of operating, CAN took care of its administration with the Village Government to settle the allocation of 'area for other purposes' (or known as APL) that will be proposed as plasma plantations. The company recruited daily casual workers which also include female to help with the land clearing and nursery stage. The company did not provide them with adequate safety equipment, so the workers needed to prepare on their own such as boots, gloves, and other work safety equipment.

After the seeding and planting stages were completed, the company decided to layoff some workers because it could no longer afford to pay them, hence numbers of daily casual workers were cut off from the employment, others proceeded with their contract and hired as official workers. Most of the contract workers were not from Petumbea Village. Most of the Petumbea villagers were recruited as security, mechanics, foremen and supervisors.

¹² The Annual Report 2019 of PT. Astra Agro Lestari, Tbk.

¹³ Discussion with residents of Petumbea village on November 30, 2020.

6.1.2. Land Distribution and Nucleus-Plasma Scheme of Palm Oil Plantation in Petumbea Village

In 2011 and 2012, the company started to prepare the land conversion for plantation by forming a cooperative of plasma farmer “Tamungku Inda” which consisted of 176 members. After the cooperative was established, CAN drafted a memorandum of understanding outlining the agreement with cooperative. It highlights the type of partnership scheme offered by the company, which is in the form of operator scheme. The operator scheme means farmers give the company full responsibility to cultivate plasma plantation and agree to share 10 percent of their profits with cooperative. On the other hand, the local community proposes an “IGA” model. The IGA model or Income Generating Activity is a local term, where the company facilitate farmers with seeds and trainings for cultivation and harvesting until they can sell their produce to the company.

However, the IGA scheme was not favoured by the company due to less profitability. Despite farmers’ lack of understanding of the operator scheme, the memorandum of understanding was signed in Palu in which only a few members knew about.¹⁴

Under the nucleus-plasma scheme, the land is split 80:20 where 900 hectares is allocated for the company (nucleus) and 188 hectares is allocated for the community (plasma) in Petumbea Village which is divided into 8 blocks (blocks 8-15). During that time, the allocation of plasma was regulated under the village government by giving each household head (HH) different size of plasma, such as 2 hectares, 1 hectare, and 0.5 hectare. Nearly 50 percent of the households received 0.5 ha, while administrators receive an average of 2 hectares. The land is still designated as an ‘area for other purposes’ (APL) that has not been turned into an active garden so that its allocation is determined by the village government. Other land can be proposed as part of plasma plantation. There were 2 farmers who own certificates but their lands were included in the plasma. This condition raises a concern, since the certified land cannot be claimed as a part of the 20 percent plasma by the company, instead it should be allocated as an independent plasma using IGA scheme offered by the community.

6.1.3. The Calculation of Profit Sharing and Credit Scheme

The “Tamungku Inda” cooperative was found by the company to serve as an intermediary between the company and the farmers. The dividends are split by cooperative after deducting the costs incurred by the company. The head of the cooperative gives approval to the work plan and costs. Overall, farmers receive a very small portion of the profits. In 2012, each farmer members received a share of around Rp. 1,000,000. This amount was only received once from the cooperative through direct distribution. Then, farmers receive their dividend every 2 or 3 months. On average, cooperative members only

¹⁴ Discussion with residents of Petumbea village on November 30, 2020.

receive the highest dividend of IDR 100 thousand per month and the average dividend of IDR 50 thousand per month.¹⁵ Farmers with 0.5 hectares of land only receive Rp 48 thousand per month. However, only few farmers, such as the cooperative administrators or supervisors, can earn between Rp. 100 thousand to Rp. 600 thousand per month.¹⁶

However, the mechanism behind profit-sharing remains unknown to the farmers as member of cooperative. According to the farmers, the company and cooperative only informed that there has been a decline in crop yields. However, condition in the field shown the reverse where plasma farmers found that the fresh fruit bunches (FFB) harvested by permanent workers seemed to be increasing (in 2020). Indeed, there were plasma blocks (block 11 and 12) with lacked maintenance and damaged road infrastructure. But, based on that, farmers do not have further information as to why they only receive a small portion of dividends.



“So I am representing the farmers, this is what happened, for the MoU, I said I will be responsible for this MoU. But farmers have felt (the consequences). If we want to talk about land, now, with results. It’s better to seize the land, rather than receiving just 50,000 every two months.”

***An Interview with farmer in Petumbea Village,
2 December 2020***

¹⁵ Discussion with villagers on November 30, 2020.

¹⁶ Interview with community on December 1, 2020.

Under the profit sharing scheme, farmers are imposed with credit. However, farmers are illiterate and uninformed about the credit they are burneded with. A 188 hectares of plasma land in Petumbea Village is imposed with a credit amounting to Rp. 85,000,000 per hectare. So, the total amount of plasma credit borne by all cooperative members has reached Rp. 15,980,000,000.¹⁷ However, there is information asymmetry in the farmers part regarding the monthly debt repayment and tenor. Under CAN management, the company enforces the “Backup Funding” policy, intended to increase the repayment cost of plasma credit with an excuse of low crop production. With insufficient information, farmers do not fully understand what kind of relations with cooperative they were getting in to since they were only involved in socialization and initial briefing. Farmers are willing to be included as cooperative member to seek for transparency and improve their welfare.

During the process, plasma farmers began to feel uneasy with the “operator scheme” which turned out to be burdensome. On the other hand, as a member of the cooperative, they do not know the exact location of their plasma plantations, especially those who own an area of 0.5 hectares. At the initial meeting, the village government promised to issue a certificate once the debt has been fully repaid. The partnership model of cooperative does not provide any benefits between farmers and CAN. However, due to lack of understanding while desperately seeking for a solution, until this moment farmers prefer to remain silent and cultivate their rubber land to improve their household income. On the other hand, the cooperative has began to understand the disadvantages the partnership model has entailed and together with farmers plan to review the memorandum of understanding that has been agreed with CAN.

6.2. PT. Agro Nusa Abadi (ANA)

PT. Agro Nusa Abadi is a subsidiary of AAL. The company obtained a location permit in 2006. ANA invests in oil palm plantations in North Morowali Regency including Bungintimbe Village, East Petasia District based on permit Number 188.45/SK.0762/Umum/2006 concerning the Issuance of Location Permit for the Plantation Business of PT. Sawit Jaya Abadi in Petasia and Lembo sub-districts on December 8, 2006. On 27 April 2007, a business license was issued for 19,675 ha of area, which was the same size of that in 2016. The company obtained a permit without going through a ‘clean and clear’ (CNC) procedure¹⁸, but its license was issued immediately. On 26 September 2008, the Governor of Central Sulawesi submitted a proposal to develop a palm oil plantation with an area of 19,675 Ha.

¹⁷ Information from the head of Petumbea plasma plantation cooperative

¹⁸ Clean and clear is a mechanism for verifying the legality of plantation business permits carried out by the permit issuing institution.

6.2.1. Initial Relations Between the Company and Farmers

During its first entry, there was a debate over land rights, since the majority of the community had lived in there since the 1990s. So the community has been living there for more than 15 years when ANA first came in. At that time, the area was still part of the Poso District. Poso District invited the local community to build the area, which was once covered by swamp. They build gardens, ponds, rice fields, and cocoa plantations. ANA's plantation were used to be flood-prone area, so they were unable to grow cocoa intensively there. They have to switch to many other crops and build ponds on the coastal beach. And this has forced them to return to their village. Protes terbuka baru dimulai sekitar tahun 2012-2014. Selama kurun waktu tersebut terdapat 7 desa yang telah berkontrak dengan ANA.

Since the area was abandoned, in 2008, AAL entered the area only with a land clearing permit. During the land clearing process, AAL was accompanied by law enforcement officers, the seeds were transported by police trucks. Because it places both parties in a win-win situation. The area is home to ebony which is an expensive type of black hardwood (see Kontras, 2004). During that time, the community was not brave enough to raise protests against their land acquisition. The Protests were only began in 2012-2014. In this period, there were 7 villages that had signed contract with ANA.

Figure 5 Location of PT. Agro Nusa Abadi Borders with PT. Eternal Jaya Palm



Source: Document of AMDAL on ANA's Palm Oil Plantation and Processing Plan

Communities in these seven villages were forced to change their livelihoods. The worst condition is faced by Bunta village community, because the area was a productive land for rice fields. Although, ANA has good cultivation and water management practice,

water control management in turn causes Buntas's Village rice fields and farmers' house to be drown in water. This condition has forced the villagers of Buntas to leave their house.

This condition raises suspicion that the company had purposely cause the flood in Bunta village. Which is a plot to turn communities' land into plantations. Bunta farmers who own a certificate were unable to utilize their land for rice fields, so their land became unproductive. Rice fields could no longer be cultivated to produce any crops since the wastewater were flooded into farmers' land. Eventually, the land turned into a disposal site. Farmers have protested, but the incident did not hold the company accountable. On the other hand, from the empty land that were left out by the villagers, the company slowly began to take over and build plantations. In 2020, farmers reported this to the local government. However, as of this study, there has been no clarity on the settlement of the land ownership.

6.2.2. Ownership and exploitation of land between farmers & companies

Since ANA company entered the plantation business, the company started developing the Petasia Timur area, North Morowali Regency. Then ANA promised plasma to farmers, for which until 2020 there was no clarity on the location of the plasma. Later, in 2009 the company began to cultivate their plantations on the community land of East Petasia Sub-district without being preceded by the release of land rights. This condition gave rise to land disputes, due to conflicting claims to rights. Moreover, land disputes was tigerred due to ANA's promise to provide plasma after the land clearing process. Land disputes has prompted the need to form a team in 2009 to identify the land status of seven villages that were dealing with disputes between their community and the company. The seven villages are:

Names of Villages	Area Size	Names of Villages	Area Size
Tompira Village	2.400 Ha	Peboah Village	400 Ha
Bunta Village	1.000 Ha	Toara Village	450 Ha
Molino Village	1.315 Ha	Trans Village	100 Ha
Bungintimbe Village	1.400 Ha		

The land of farmers located in those seven villages were claimed as part of the company's business permit, hence villagers should be given the opportunity to become plasma farmer candidates. However, the dispute has been going for a long time and remain unsolved.

In 2012, Bungintimbe communities blocked their land from the company due to lack of clarity on the share of land the company had promised to them in an exchange for the land clearing. The community blockade continued again in 2013. Until early 2014,

ANA had not issued any decisions regarding the plasma ownership. The land conflict between farmers and companies is the main reason why the decision about plasma farmer candidates has not been made. Even more, the company operates without HGU, so they should not be allowed to cultivate their land for palm oil plantations.

On 20 August 2014, the Regent of Morowali issued the Regent Decree Number 188.45/Kep-B.MU/0096/VIII/2014 concerning Approval of Renewal of Location Permits for Integrated Oil Palm Plantation and Other Supporting Facilities with an area of $\pm 7,244.33$ Ha. Later in the same year, the company issued a decree concerning plasma farmer candidates in Molino Village. It was suspected that the decision regarding plasma farmers candidates was made due to political interests in the regional election that year, as a momentum to win over the people. After the confirmation, the decision letter on plasma farmer candidates did not incorporate the allocation of plasma. Facts on the ground prove that the community land is included in the plantation business licence without any compensation made by the company to date.¹⁹

Due to a large number of land disputes which involves company operating on an unapproved land, in 2016 the Morowali Regent issued a regulation regarding compensation. This shows that the absence of compensation was mainly due to the regent's discretion. The Regent of North Morowali issued a Decree Number 590/0445/ADPUM/IX/2016 concerning Regulation of the Location Permit of PT. Agro Nusa Abadi in Bungintimbe Village. The decree explains that the issuance of the location permit of the company has fulfilled the required procedure, there was no overlapping between the Bungintimbe community land and the company, and to respect the local community, the compensation for the non-overlapping land was 2.5 million rupiah per hectare. The decree also explains that the 198 hectares of overlapping land, and the 728 hectares of land that is subject to court decision, will be allocated as an 'area for other purposes' (APL), in which based on the regulation become part of the company's location permit, unless the land owns a Freehold Certificate (SHM). The decree also explains that SHM will be compensated or offered with a partnership program in which the procedures will be handed over to the company. With this decree, the Regent of North Morowali decided that the decision was final and opposing parties could proceed through legal procedure.²⁰

The Regent's decree clearly harms the community, because the company's location permit is located in the land of community under legal ownership. With this ambiguity and flaws, the decree of North Morowali regent should not be implemented for the

¹⁹ Based on an interview with local community on 30 November 2020.

²⁰ <https://walhisulteng.com/surat-diskresi-bupati-morowali-utara-batal-demi-hukum/> accessed on January 29, 2021.

sake of law. Later, this case was brought to the central government and categorized as priority by the Presidential Staff Office (KSP) since 2018 which was discussed within the Team for Acceleration of Agrarian Conflict Resolution (TPPKA).

In 2019, TPPKA KSP canceled the Regent's Decree. With that cancellation, based on the analysis of legal document, ANA operates its plantations without land rights (HGU). Meanwhile, the Plantation Business License (IUP) was only valid for 3 years and has already expired. As explained above, The Minister of Agriculture Number 05/2019 stated that companies that engage in plantation activities must own HGU to obtain IUP and cannot operate without HGU. On the other hand, the issuance of new HGUs can take a long time and is highly dependent on land disputes resolution. If there were suspected findings on land disputes, the HGU will not be issued. Under this condition, it can be concluded that ANA will require a long time to obtain new HGU, considering their land conflict that is yet to be resolved. Therefore, plantations should not be allowed to operate until new HGU is issued.

6.3. PT. Sawit Jaya Abadi (SJA)

In December 2006, Regent of Morowali granted SJA a location permit for palm oil cultivation in Petasia and Lembo Sub-districts, Morowali district. The location permit covers a total of 18,273 hectares. Based on The Decree of Morowali Regent Number 188.45/0762/UMUM/2006, the location permit was granted to the company based on certain terms and conditions (see Appendix 1). One of them requires the company to provide direct compensation to related parties if their plantation is found to be located within the community land under legal ownership. It also requires companies that cultivate palm oil plantations from APL area to engage with local communities situated along the company's border. The partnership scheme manages the relationship between the government and the company and follows the basic principle of mutual benefit, and is socialized among the local community.

The approval of SJA's plantation business license (IUP) and land clearing permit were issued in April 2007. The approval letter of the plantation business permit (IUP) number 525.26/0480/UMUM/2007 mentions the obligations of the company. One of them requires the company to engage with local communities situated along the plantation's border to obtain or cultivate their land for palm oil plantations under the partnership scheme agreed between the local government and the company. The IUP stated that the partnership scheme was decided between the local government and the company. The land clearing permit was valid for five years. Based on that information, the company completed land clearing in 2012.

6.3.1. Profit Sharing Scheme between SJA and Plasma Smallholders

AAL's parent company reported SJA's business activities since 2012. However, there is insufficient information regarding the initiation date of SJA's nucleus-plasma partnership. One of the respondents²¹ explained that since 2015 the company had begun to promise plasma for the community. The plasma is located in Transmadoro Village and will be given by the company to smallholder farmers in the village. The company had promised to help cultivate palm oil plantations and the rest is managed by the smallholders. However, the respondents explained that from 2015 to 2018 the company had never involved farmers in managing palm oil plantations. The company had only fulfill the smallholders' rights only after they protested against it.

Similarly, since SJA started to manage plantations and established the nucleus-plasma model, farmers have repeatedly asked for information regarding profit-sharing scheme and credit ceiling. However, the company has never provided any clear information to date. In a meeting between the company and the farmers facilitated by the village government²², farmers questioned the 60:40 profit-sharing scheme. Under this scheme, farmers receive 60% and the company receive 40% of the land cultivated by the company. However, the farmers prefer the 70:30 scheme, where farmers obtain 70% of the dividends. The village government represented by the village head and sub-district head tends to encourage farmers to accept the scheme offered by the company. According to the village government, the scheme is 'the best' option, although there has never been any attempt to go into more detail about the profit-sharing scheme.

The decision for profit sharing was discussed in a meeting between the community in the area of technical implementation unit (UPT) of Kancu'u Saembalawati and SJA. Based on SJA nucleus-plasma model in Kancu'u, the cooperative explained that under the profit-sharing scheme, the company deducts 40% to pay for the investment cost incurred by the company. During the meeting, SJA disapproved of the 70:30 scheme where 70 percent is allocated for smallholders and 30 percent for the company. The company only approved of the 60:40 profit-sharing scheme where 60% of the dividends is allocated for smallholders and 40% for the company. This condition led to frictions between what the company and the smallholders wants. This has sparked a debate between the community representative and the company.

A number of more experienced farmers in other plantations explained to the plasma smallholder representatives that they must stand up for the 70:30 profit-sharing scheme since the 60:40 scheme is much profitable to the company. According to their explanation, based on experience, wage payment did not go as promised by the company.

²¹ An interview with farmers in Transmandoro Village in November 2020.

²² On Tuesday, November 24, 2020 at RM. Citra Moengko Beach, Moengko Village, Poso Regency.

In fact, company tends to hire migrant workers to work in the palm oil plantations. Moreover, there is an information that the company has been unresponsive when asked for explanations regarding the status of farmers' land certification.

Either the 60:40 or 70:30 scheme, it seems that farmers have unclear information about the profit sharing scheme offered by the company. The information was blurry in terms of the share of land that the community should be receiving. There has also been an information that apart from the share of land, farmers would also be receiving a monthly salary. The information regarding the lack of transparency on how the company will manage farmers' land and the wage payment system for farmers working on the same land were mentioned during an interview.

Finally, the company agreed to the scheme the community has proposed. Although there has been mutual agreement, information on the legality of land was not explained inside the document. The agreement is contained within the memorandum of understanding (MoU) with the following points.²³ The agreement was signed by three company representatives, four representatives from UPT Kancu'u Samebalawati, the head of the Madoro Jaya Maju Multipurpose Cooperative, the Head of the Manpower and Transmigration Service of Poso Regency, and the Head of the East Pamoda Sub-district.

²³ Minutes of Joint Agreement (MoU) meeting between the residents of UPT Kancu'u Saemalati and PT. Eternal Jaya Palm.

Point of Agreement

1. Residents of the Transmigration Unit of UPT Kancu'u Saembalawati, must receive a business land II (LU II) covering an area of 100 ha. Full of living palm oil plants from PT. Sawit Jaya Abadi for 100 household heads (1 ha/HH).
2. PT Sawit Jaya Abadi 2 is obliged to undertake repairs/improvements of road infrastructure and regular cleaning of drainage channels.
3. Business Land II (LU II) that has not been planted with palm oil / dormant is the obligation of PT. Sawit Jaya Abadi 2 for replanting.
4. Profit sharing calculation:
 - a. 70% for transmigration residents and 30% for credit installment fees.
 - b. Cultivation is carried out independently
5. The cultivation of plasma plantations on business land II (LU II) is facilitated/ managed by the Mandaro Jaya Maju Multipurpose Cooperative Business Entity located in UPT Trans Kancu'u
6. Transmigration Residents of UPT Kancu'u Saembawalati requires to maintain a partnership with PT. Sawit Jaya Abadi 2 in the form of coaching within the UPT TransKancu'u Saembalawati.
7. Plasma crops are sold directly to PT. Sawit Jaya Abadi 2, and if not, will be subject to sanctions as outlined in the MoU.
8. The amount of credit granted is 98,000,000,-/ha.
9. Operations, maintenance, fertilization and activities related to the development of plasma plantations, follow the direction of PT. Sawit Jaya Abadi 2 through Madoro Jaya Maju Cooperative Business Entity.
10. Repairment/maintenance and technical implementation of palm oil plasma plantations, will be further regulated between PT. Sawit Jaya Abadi 2 and the Multipurpose Cooperative Madoro Jaya Maju.



6.3.2. Clarity for Debt/Credit Scheme

On November 2020, farmers received an explanation from SJA regarding the 70:30 profit-sharing scheme. It was found that the smallholders credit has reached 98 million per hectare of land managed by the company. However, the agreement did not explain how the credit was calculated, including the installment amount and the debt tenor that was borne by farmers.

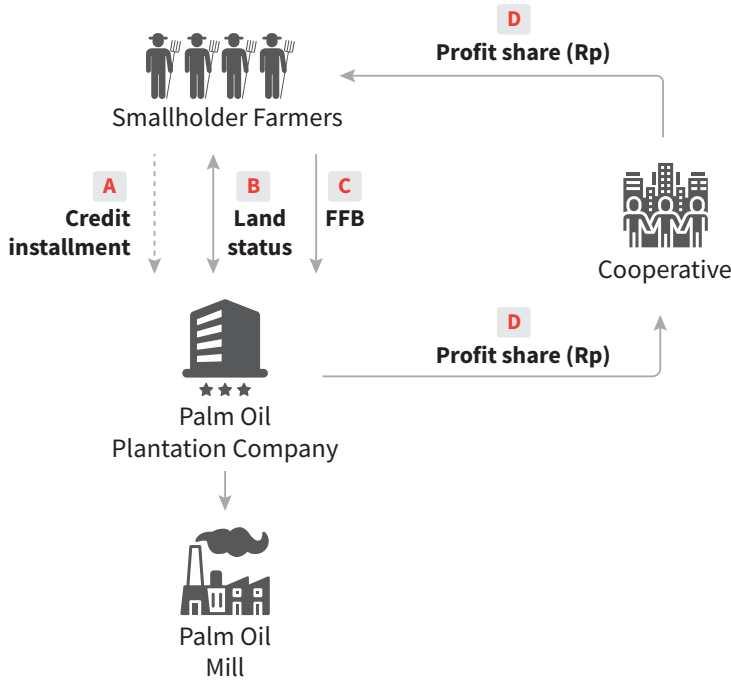
The farmer representatives who attended the discussion did not understand the mechanism behind the credit value of 98 million per hectare that was borne by the farmers. There was an opinion from a farmer representative that the amount of credit is only approved by the cooperative, although the cooperative was not considered to represent the farmers. On the other hand, there was a suspicion that the credit might be borne by the cooperative, because the cooperative, with the local government, were agreed upon the credit amounting 98 million per hectare. There has been a confusion due to the absence of farmer representatives at a meeting between the representative of the Provincial Government and the management of the cooperative. Furthermore, there was no socialization with the local community to accommodate their opinions before the agreement was signed.

Some farmer representatives suspect that the company deducts the instalments at every harvest time. Some farmers only knew that the installments start from 2015 to 2018 when SJA frequently harvested FFB. According to this group, farmers are not supposed to pay their credit since the company has already take their installments for 3 years. Unfortunately, there was absolutely no information on the tenure and mechanism of debt repayment. Although the community is aware that the company was harvesting during those years, it is unclear whether the harvests have been recorded during those years. So the farmers were questioning the 98 million per hectare credit in 2020 when the agreement was signed already. This condition has led to many confusion and farmers felt exploited by the company.

6.4. Material Flow and Analysis of Procedural Justice Indicators on Captive Governance

Based on the description of three companies above, there are similar patterns of captive governance practiced by the companies to smallholder farmers. This pattern can be seen from the flow of 'material' between three actors: farmers, companies, and cooperatives. Figure 6 illustrates the flow of the material. The description is explained in the followings.

Figure 6 Material Flow Between Farmers, Company, and Cooperative



Source: Author

Line A represents the flow of credit payment made by farmers. Based on the case study, there is a possibility that the credit repayment is directly deducted from FFB harvested by the company. There was no clear information on the total amount repaid, remaining outstanding, total amount of credit, credit ceiling and tenor – all of these completely unclear. With a plasma land of 1 ha / household head, farmers will not be able to provide for themselves regardless of the cultivation technique, because it will need 2 periods of crop production to repay credit amounting 80-90 million / ha.

Line B shows that farmers' land status is mostly controlled by the company. Companies requires to facilitate plasma or a minimum of 20 percent based on the law. The nucleus-plasma partnership is mostly hindered by the land status. Based on the analysis, the majority of plasma smallholders were not updated about their land status and handed over the registration process to the company. Meanwhile, there was no clear information regarding time, process and costs in obtaining rights to plasma land. In the case of PT. ANA, uncertainty on the status of HGU land has resulted in the absence of nucleus-plasma partnership.

Line C shows the flow of fresh fruit bunches (FFB) harvested by the company. The procedure is to hand over the cultivation and crop to the company. From this pattern, farmers are not involved in the crop stage, so the size of crops depends on the company.

However, there are farmers who harvest their own FFB independently while the company facilitate them with fertilizer and other materials. The company transports FFB harvested by farmers.

Line D shows the flow of dividends shared by the company based on the agreement between company, local government, cooperative, and farmers. Despite agreement on the profit share (e.g 70:30 between company and farmer), there is no transparent data about monthly crop production as a reference for calculating profit share and costs deducted from the amount of profit share. In the flow from cooperative to farmers, there has been a suspicion about deduction made by cooperative. Farmers have a very weak position in demanding explanations and there has been no attempt (from the company) to provide explanations, although company has managed the cultivation of palm oil for a long time.

Based on the case of three AAL's subsidiaries, poor governance occurs due to farmers' dependence on company in captive supply-chain. Table 7 describes the indicators of procedural justice and the assessment of the level of procedural justice based on each indicators.

Table 7 Indicators of Procedural Justice Based on Captive Governance case of AAL's Subsidiaries, Central Sulawesi

Indicator	Level	Description
Communication Channel between farmers and company	Moderate	Farmers can express their opinions and complaints against major issues such as the maintenance of road infrastructure to transport crops. However, in many cases, apart from poor communication, there is no transparent and inclusive actions that follow.
Transparent policy and decisions affecting farmers	Weak	Policies, procedures, and decisions are hidden and not understood by farmers. The company shows no intention to provide explanations regarding fundamental aspect that farmers have been questioning for a long time.
Conflict resolution mechanisms	Weak	Lack of transparency and weak communication often led to conflict. There seems to be no conflict resolution mechanism available or just an ad hoc by the company.

Long-term informal agreement	Weak	There has been no ongoing commitment between company and farmers, or decisions regarding formal agreement to improve the condition of farmers; decision making is arbitrary
Balancing force	Weak	Farmers association is weak; farmers are specialized and depend on company in terms of marketing and input; the share of farmers in productive asset or cultivation are not sufficient to create belongingness.

Source the author used Thorpe analytical framework (2018)

Chapter Seven



Supply Chain and Central Sulawesi AAL Financing Flow

This section presents the supply chain of and financial flows to AAL group including its three subsidiaries captured in this study. Information of downstream supply-chain is collected from the official website of the relevant company. The information of supply-chain that can be identified from the company's website is PT. ANA and PT. Lestari Tani Exemplary (PT. LTT).

In terms of financial flows, there is no specific information regarding the financial flows to AAL's subsidiaries, namely CAN, ANA, and SJA separately. Therefore, this section provides information of financial flows to AAL's parent company. The information is collected from Forests & Finance online website, a database developed by Profundo, TuK Indonesia and the Rainforest Action Network.²⁴

7.1. Supply Chain

Table 8 shows midstream companies sourcing from at least one of the selected Astra Agro Lestari subsidiaries. The supply chain flows were only identified for PT. ANA and PT. LTT.

Table 8 The Relationship of Supply Chain between PT. ANA and PT. LTT

Buyer	Plantation		Timeframe
	PT. ANA	PT. LTT	
ADM	X	X	07/2019-12/2019
Bunge	X	X	04/2020-06/2020
Cargill		X	04/2020-06/2020
Cofco International		X	01/2019-12/2019

²⁴ <https://forestsandfinance.org/>

Fuji Oil (Itochu)	X		01/2020-06/2020
Itochu	X		01/2019-12/2019
KLK (Batu Kawan)	X		10/2018-09/2019
LDC	X		07/2019-12/2019
Musim Mas	X		07/2020-09/2020
Sime Darby	X	X	01/2019-09/2019
Wilmar	X		07/2019-06/2020

Source: (Kuepper & Warmerdam, 2020)

7.2. Direct Financial Flows to Company

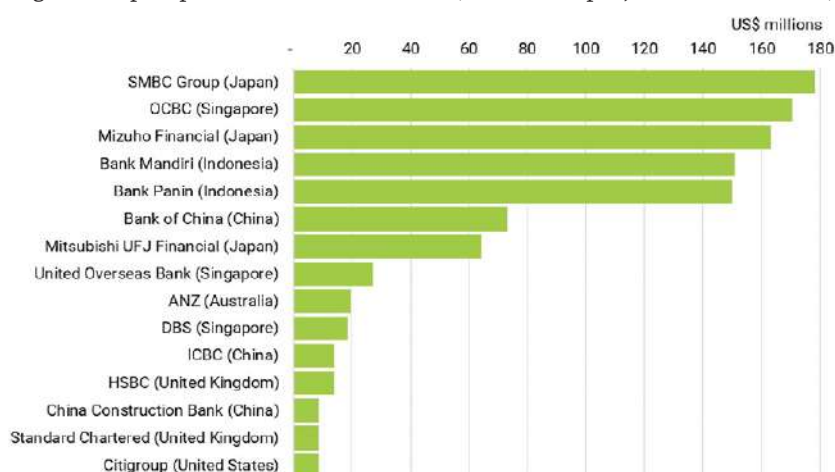
7.2.1. Creditors

Figure 7 presents the top 15 creditors of AAL, and the relevant Jardine Matheson Group companies. It can be seen that the largest creditor is Japan's SMBC Group (178 million US dollars). Followed by OCBC (170 million US dollars) and Mizuho Finance (163 million US dollars). Indonesia's largest creditors are Mandiri Bank (151 million US dollars) and Panin Bank (150 million US dollars).

7.2.2. Investor

Astra Agro Lestari is one of Jardine Matheson Group subsidiaries through Astra International, and two other registered Jardine companies.

Figure 7 Top 15 palm oil creditors of AAL (2016-2020 April, million US dollars)



Source : Forests & Finance (n.d.), "Explore the data", online: <https://forestsandfinance.org/>, viewed in December 2020.

Figure 8 Top 15 investors of AAL (June 2020 submissions, USD million)



Source : Forests & Finance (n.d.), "Explore the data", online: <https://forestsandfinance.org/>, viewed in December 2020.

Figure 8 shows attributable values identified by Forest & Finance based on the top 15 investors of Astra Agro Lestari and the relevant Jardine Matheson Group companies . It can be seen that all of the top 3 investors were US asset managers. It also includes three pension funds - the Government Pension Fund Global (Norway), the Government Pension Investment Fund (Japan) and the APG Group (Netherlands) which manages the largest pension fund in the Netherlands (ABP).

7.3. Indirect Financial Flow to Buyer

7.3.1. Creditor

Table 9 presents the top creditors of medium-sized companies that came from at least one of the selected Astra Agro Lestari subsidiaries.

Table 9. 5 Creditors of AAL's buyers (2016-2020 April, million US dollars)

Group	Bank	Country	Value (million dollar AS)
Archer Daniels Midland	Bank of America	United States	167
	Barclays	United Kingdom	165
	Citigroup	United States	150
	JPMorgan Chase	United States	79
	BNP Paribas	France	50
Archer Daniels Midland Total			611
Batu Kawan Group	CIMB Group	Malaysia	532

	Malayan Banking	Malaysia	497
	JPMorgan Chase	United States	146
Batu Kawan Group Total			1,174
Bunge	SMBC Group	Japan	58
	ING Group	Netherlands	48
	Farm Credit Services Commercial Finance Group	United States	27
	Citigroup	United States	26
	JPMorgan Chase	United States	23
Bunge Total			183
Cargill	BNP Paribas	France	110
	JPMorgan Chase	United States	97
	Bank of America	United States	92
	Barclays	United Kingdom	76
	HSBC	United Kingdom	41
	Deutsche Bank	Germany	41
Cargill Total			456
COFCO	ICBC	China	344
	Agricultural Bank of China	China	265
	China Construction Bank	China	218
	Bank of China	China	199
	China Merchants Group	China	137
COFCO Total			1,163
Itochu	SMBC Group	Japan	27
	Sumitomo Mitsui Trust	Japan	17
	Nippon Life Insurance	Japan	17
	Norinchukin Bank	Japan	17
	Mizuho Financial	Japan	11

Itochu Total			91
Louis Dreyfus Company	Société Générale	France	13
	ABN Amro	Netherlands	10
	Rabobank	Netherlands	9
	BNP Paribas	France	6
	Mitsubishi UFJ Financial	Japan	5
Louis Dreyfus Company Total			43
Sime Darby Plantations	Standard Chartered	United Kingdom	205
	OCBC	Singapore	205
	Malayan Banking	Malaysia	202
Sime Darby Plantations Total			613
Wilmar	DBS	Singapore	160
	Mitsubishi UFJ Financial	Japan	130
	OCBC	Singapore	119
	Bank of Philippine Islands	Philippines	111
	United Overseas Bank	Singapore	103
	HSBC	United Kingdom	103
Wilmar Total			726
Total			5,061

Source: Forests & Finance (n.d.), "Explore the data", online: <https://forestsandfinance.org/>, viewed in December 2020.

7.3.2. Investor

Table 10 presents the top investors of medium-sized companies that came from at least one of the selected Astra Agro Lestari subsidiaries.

Table 10 Top 5 Investors of AAL's buyers (until June 2020, USD million)


Group	Bank	Country	Value (Million US dollars)
Archer Daniels Midland	State Farm	United States	104
	Vanguard	United States	101
	BlackRock	United States	64
	State Street	United States	59
	Macquarie Group	Australia	51
Archer Daniels Midland Total			379
Batu Kawan Group	Employees Provident Fund	Malaysia	737
	Permodalan Nasional Berhad	Malaysia	538
	Lembaga Kemajuan Tanah Persekutuan (FELDA)	Malaysia	269
	Vanguard	United States	84
	Commonwealth Bank of Australia	Australia	70
Batu Kawan Group Total			1,698
Bunge	T. Rowe Price	United States	43
	Vanguard	United States	43
	BlackRock	United States	24
	Franklin ReSumber s	United States	18
	State Street	United States	13
Bunge Total			141
Cargill	Prudential Financial (US)	United States	7
	American International Group (AIG)	United States	5
	MetLife	United States	4
	Wellington Management	United States	3
	State Farm	United States	3
Cargill Total			23
COFCO	Dimensional Fund Advisors	United States	3

	Government Pension Fund Global	Norway	2
	Brookfield Asset Management	Canada	1
	Government Pension Investment Fund (GPIF)	Japan	0
	Pzena Investment Management	United States	0
COFCO Total			6
Itochu	Government Pension Investment Fund (GPIF)	Japan	42
	Sumitomo Mitsui Trust	Japan	38
	JA Group	Japan	19
	Nomura	Japan	11
	Vanguard	United States	9
Itochu Total			120
Sime Darby Plantations	Permodalan Nasional Berhad	Malaysia	4,573
	Employees Provident Fund	Malaysia	1,111
	KWAP Retirement Fund	Malaysia	453
	Public Bank	Malaysia	177
	Vanguard	United States	134
Sime Darby Plantations Total			6,447
Wilmar	Vanguard	United States	21
	BlackRock	United States	21
	T. Rowe Price	United States	13
	State Street	United States	7
	California Public Employees' Retirement System (CalPERS)	United States	6
Wilmar Total			68
Total			8,882

Source : Forests & Finance (n.d.), "Explore the data", online: <https://forestsandfinance.org/>, viewed in December 2020.

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Chapter Eight



Capturing Central Sulawesi Smallholder Farmers Voice: Media Study

In this section, media analysis is conducted based on national and local media. The analysed data includes news appeared between January 1, 2019 to November 20, 2020.

Table 11 describes trending news during that period, which is analyzed by answering the questions: ‘who’, ‘says what’, from which channel’ and ‘to whom’. The details and sources of news can be found in the attachment.

News appeared in June 2019 gave rise to the unfair treatment of company to community (the community rights were not fulfilled) which has led to many oppositions: strikes, demonstrations, and company’s blockade. According to news appeared in July 2019, residents from five villages staged a demonstration, demanding ANA to provide compensation, terminate its license and disband the team and cooperative formed by the local government, and refuse to settle problems that could harm the community.

Land disputes continue to rise in Central Sulawesi, one of which is experienced by Hemsu. Based on a news in October 2019, Hemsu reported its case to ABN-AMRO in the Netherlands. In addition, it also asked ABN-AMRO to use its influence to enforce the rights of Donggala farmers and stop all the financing to Astra Agro Lestari and its subsidiaries for allegedly violate human rights and land rights. Issues regarding permit and land disputes continue to be brought by NGOs over time. The issue appeared in the media from August 2019 to September 2020. This could be an indication that the issue has not been resolved.



The issue of farmers' welfare continue to rise, one of the highlighted case is **PT HIP who violate the rights of its farmers/workers**. The news has been repeatedly published from January 1 to November 20, 2020. This could be an indication that the issue has not been resolved over time.

Table 11 Lasswell Analysis of Palm Oil Smallholders in Central Sulawesi

Who	Says What	From Which Channel	To Whom
Head of the Department of Plantation and Animal Husbandry in Tolitoli District	The palm oil rejuvenation program owned by Totoli community received an allocation of 1.100 hectares	Pers Conference	Palm Oil Community
Head of Amanah Cooperative	We got bored of waiting and waiting. We have limit to our patience. That is our right, so it is only reasonable to sue. Especially, when the residual income (SHU), is to provide for our wife and children. The Buol Regional Government and PT HIP should not remaint silent.	Whatsapp message	District Government. Buol, PT HI
Field coordinator	We do not want to take it, but only to guarantee that Hartati Murdaya has a good intention in fulfilling the rights of workers and able to resolve all agrarian conflicts in this country.	Protest at Buol DPRD Building	DPRD, PT HIP, Hartati Mudaya

Head of Advocacy Department of Walhi	Now KPK needs to look back at what happened there [Buol]. Don't let it happen again.	Discussion at Walhi's office	KPK
Deputy Chairman of KPK (Corruption Eradication Commission)	I just heard that the land that was issued through bribery, the release of the forest area was already done few months ago, and that is not acceptable in the eyes of KPK.	Discussion event "Fighting Corruption in the Natural Resources Sector"	Minister of Environment and Forestry (LHK)
Head of Political Adhoc Team of Walhi	Ask President Joko Widodo to strictly monitor and halt large scale permit issuance for business purpose during the government transition period.	Pers Conference	Joko Widodo
Farmer Group Committee	Push company to submit palm oil certificate that has been settled	At Buol Police	PT HIP
Hemsi	Meminta ABN-AMRO menggunakan pengaruhnya untuk memastikan agar petani mendapatkan haknya kembali. Ask BN-AMRO to use its influence to ensure farmers rights.	Visiting ABN -AMRO office	ABN-AMRO
Ketua Koperasi Tani Amanah Chairman of Amanah Farmer Cooperative	One of our demands in the letter is financial transparency and information about crop yields. The payment of residual income (SHU) has not been made by PT HIP until now.	Strike action	PT HIP

Source : from various sources (see Appendix 1)

Based on the section of media analysis, some conclusions can be drawn in the followings

1

Issues related to Palm Oil in Central Sulawesi were raised by the local mass media.

2

In mass media, issues related to palm oil includes: farmers' welfare, land disputes, land permits, environmental damage, and profit share.

3

In general, the government and NGOs are quite vocal in reporting palm oil-related issue in Central Sulawesi. Although, the government also received demands from the community and NGOs to carry out their roles and functions properly.

4

Issues regarding Farmers' welfare and land disputes are interconnected and often discussed by media. Issues regarding land permit and environment were mostly raised by activists and NGOs who are concerned with the environment.

5

The impact of those issues have triggered farmers to demand their rights through demonstrations, strikes, complaints, threat, refusal, and sue.

6

Trending news about land disputes and permits as well as issue on farmers' welfare indicate that good practice in palm oil business in Central Sulawesi has not performed very well.

7

Besides, corruption in the palm oil business in Central Sulawesi has been widely reported. Local and central government are often mentioned in the news.



Chapter Nine

Conclusion and Recommendation

Based on an interview with farmer, their monthly income is estimated to range between 50 thousand to 1.5 million per month. These amount is below and at the provincial poverty line.

9.1. Conclusion

This study explores challenges of governance facing smallholder farmers in Central Sulawesi using AAL's subsidiary cases. From a policy perspective, the Law on Agriculture requires companies to allocate 20% of their land to smallholder farmers. The goal is noble, to eradicate poverty so that people can cultivate their land and economically benefit from the plantation. The partnership between company and farmers is in the form of 'nucleus-plasma', where plasma farmers supply fresh fruit bunches (FFB) to nucleus company.

In the case of Central Sulawesi, the 'operator' scheme has been implemented. This raises concern among the farmer group, due to their limited role in cultivation. The bargaining position of the company is dominant in decision making, so the operator scheme was adopted in the case of three AAL's subsidiaries. In general, the land clearing process has to deal with different perceptions between company and farmers. The third party is the local government. The role of the local government is to serve as an intermediary, although based on the three cases, the local government tends to accommodate more views from the company.

How is the pattern of governance facing smallholder farmers in Central Sulawesi? This study explores several forms of governance faced by farmers.

First Farmers owed credit to the company

Farmers need to pay credit installments to company despite the lack of transparency on the credit agreement between farmers and companies. The credit repayment is estimated to be between 85 million to

98 million rupiahs per hectare. There are number of information unknown to farmers, such as the outstanding amount of credit, amount deducted from the crop yield and tenor.

Second The status of farmers' land which is mostly held by the company

With the nucleus-plasma model, most of the land under farmer ownership, are still unclear in terms of its status

and uncertified. In PT. ANA case, land status that is not labelled a HGU causes uncertainty over the plasma smallholders.

Third Crop dividends shared by company follows the agreement between company, local government, cooperative, and farmers.

Unfortunately, some information was not provided by the company. The information is: periodic crop yield as the basis of the profit share, costs deducted

from the amount of profit sharing, and discounts imposed by the cooperative. The position of farmers is very weak in demanding for this information.

Sustainable palm oil management has to consider social and economic impact on communities directly affected by plantation. The analysis in this study discovered that smallholders tend to live in a long-term poverty. Statistical data shows that the average monthly income of farmers ranges between 350 thousand to 1.2 million rupiah. Based on an interview with farmer, their monthly income is estimated to range between 50 thousand to 1.5 million per month. These amount is below and at the provincial poverty line. On the other hand, smallholders were borne with credit and attached to palm oil management to produce FFB. Smallholders were unable to cultivate other productive crops because the land is dominated by palm oil plantations. Thus, smallholders tend to live in a long-term poverty.

Companies implement a captive form of governance as defined in the supply chain typology of Gereffi et al. (2005). Smallholder as a smallholder supplier is highly dependent on palm oil companies and must bear high transaction costs if they switch to other buyers. Therefore, farmers are 'captive' and company as the only buyer can control smallholder farmers. According to the procedural justice framework, it can be concluded that there is bad governance between company and smallholders based on the following indicators: policy transparency and decisions affecting farmers, conflict resolution mechanism, long-term informal agreement, and balancing force. Many of the company's procedures and decisions are unknown and not understood by farmers, meanwhile company does not show any intention to provide explanations to farmers. Transparency and communication are very weak and often lead to disputes. There is no long-term commitment between company and farmers, whereas formal document is utilized to pressure farmers. On the other hand, farmer group organization is weak because smallholders are highly dependent on company in terms of operational needs for plantations and marketing.

In this case, the product of AAL's subsidiaries is part of the supply chain of some consumer goods companies. Some of these companies are Archer-Daniels-Midland (ADM), Bunge, and Cargil (United States); Cofco International (Switzerland); Fuji Oil and Itochu (Japan), Louis Dreyfus Company (LDC) (Netherlands), KLK (Batu Kawan), Musim Mas, and Sime Darby (Malaysia), and Wilmar (Indonesia).

The financial institutions in this study have provided financing to AAL's parent company, and not directly to its subsidiaries in Central Sulawesi. Financial flows to AAL is investigated by mapping the key financiers of Jardine Matheson Group. The largest creditors are financial institutions in Japan (SMBC, OCBC, and Mizuho Finance). Meanwhile, Indonesia's largest creditors are Mandiri Bank and Panin Bank. The largest investors of AAL and companies under Jardine Matheson Group are from

the United States (BlackRock, Vanguard, Corsair Capital Management). There are also another three pension funds, namely the Government Pension Fund Global (Norway), the Government Pension Investment Fund (Japan) and the APG Group (Netherlands) who manages the largest pension fund in the Netherlands (ABP). This study does not investigate specific financing to AAL's subsidiaries in Central Sulawesi. However, some of the direct financing to AAL might be channeled to its subsidiaries in Central Sulawesi. Therefore, these financial institutions have contributed to the long-term poverty and procedural injustice in captive governance based on the case of AAL's subsidiaries in Central Sulawesi.

9.2 Recommendation

1

Revise the Management of Plasma Scheme

The government should review and revise the management of plasma scheme due to smallholders vulnerability in facing governance discretion of unilateral decision by company. If a company owns an ISPO certification, the government and the assessor agency should conduct due diligence for the long-term poverty caused by the management of plasma operated by three AAL subsidiaries.

2

Information Transparency Between Farmers and Companies

Nucleus companies must ensure information transparency between farmers and companies to resolve long-term cases of over-indebtedness and issue regarding the legality of plasma ownership. Information transparency between two parties under a partnership scheme is a part of the requirements for sustainable palm oil practice.



3

Provide Transparent Information to Public

Companies and media need to provide transparent information to public, including key financiers of the palm oil company, regarding the socio-economic condition facing plasma smallholder farmers attached to partnership with nucleus company. In this case study, AAL, under the Jardine Matheson Group received funding from SMBC, OCBC, Mizuho Finance, Bank Mandiri, Panin Bank, BlackRock, Vanguard, Corsair Capital Management, Global Government Pension Fund (Norway), Government Pension Investment Fund (Japan) and the APG Group (Netherlands). These financial institutions indirectly contribute to the poverty of smallholder farmers attached to partnership with AAL's subsidiary in Central Sulawesi. Reputational risk might pressure financial institutions to consider social factors in their investments

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Appendices

Appendix 1 Copies of companies Documents

A. Salinan Dokumen Izin PT. CIPTA AGRO NUSANTARA

BUPATI MOROWALI

KEPUTUSAN BUPATI MOROWALI

Nomor: 188.45 / 1294 / 2003

T E N T A N G

PEMBERIAN IZIN MEMBUKA TANAH KELOMPOK TANI
“ANUTO KARYA TOMPIRA” DESA TOMPIRA
KECAMATAN PETASIA KABUPATEN MOROWALI

BUPATI MOROWALI

- Menimbang :
- a. bahwa tanah adalah merupakan salah satu sumber daya utama Pembangunan, karenanya harus dimanfaatkan secara efektif dan efisien serta diperuntukkan sebesar-besarnya bagi kemakmuran rakyat sehingga pengawasan perlu diatur secara tertib, adil dan merata;
 - b. bahwa sejalan dengan huruf (a) di atas, kepada masyarakat dapat membuka serta memanfaatkan tanah yang dikuasai Negara melalui Izin Membuka Tanah;
 - c. bahwa sesuai ketentuan hukum yang berlaku dalam batas ukuran tertentu, hak membuka tanah bagi anggota masyarakat dapat diberikan oleh Bupati Morowali dan bahwa sejalan dengan hal itu, Kelompok Tani Anuto Karya Topira telah mengajukan permohonan kepada Bupati Morowali tertanggal 9 Januari 2003 untuk memperoleh Izin Membuka Tanah bagi 600 orang anggotanya yang berdomisili di Desa Tompira dan sekitarnya di Kecamatan Petasia Kabupaten Morowali masing-masing 2 (dua) Ha di atas Tanah Negara Bebas ternasuk Areal Penggunaan Lahan (APL), terletak di wilayah Desa Tompira Kecamatan Petasia Kabupaten Morowali;

- d. bahwa permohonan Kelompok Tani Anuto Karya Tompira sebagaimana tersebut huruf (c) di atas telah sesuai dengan prosedur dan ketentuan Hukum yang berlaku, baik status tanah, status kawasan, tata ruang wilayah/daerah dan syarat teknis lainnya dan bahwa maksud peruntukannya sejalan pula dengan Gema Bang Desa, karenanya kepada pemohon dapat diperhitungkan untuk diberikan Izin Membuka Tanah sesuai epraturan yang berlaku;
- e. bahwa untuk maksud sebagaimana tersebut di atas, perlu ditetapkan dengan suatu Surat Keputusan Bupati Morowali

Mengingat

1. Undang-undang Nomor 5 Tahun 1960 tentang Peraturan Dasar-Dasar Pokok Agraria;
2. Undang-undang Nomor 51 Tahun 1960 tentang Larangan Pemakaian Tanpa Izin yang berhak atau kuasanya;
3. Undang-undang Nomor 56 Tahun 1960 tentang Penetapan Luas Tanah Pertanian;
4. Undang-undang Nomor 34 Tahun 1994 tentang Penataan Ruang;
5. Undang-undang Nomor 18 Tahun 1997 tentang Pajak Daerah dan Retribusi Daerah;
6. Undang-undang Nomor 23 Tahun 1997 tentang Pengelolaan Lingkungan Hidup;
7. Undang-undang Nomor 22 Tahun 1999 tentang Pemerintahan Daerah;
8. Undang-undang Nomor 25 Tahun 1999 tentang Perimbangan Keuangan antara Pemerintahan Pusat dan Daerah;
9. Undang-undang Nomor 43 Tahun 1999 tentang Kehutanan;
10. Undang-undang Nomor 51 Tahun 1999 tentang Pembentukan Kabupaten Buol, Kabupaten Morowali, dan Kabupaten Banggai Kepulauan sebagaimana telah diubah dan disempurnakan dengan Undang-undang Nomor 11 Tahun 2000;
11. Peraturan Pemerintah Nomor 20 Tahun 1997 tentang Retribusi Daerah;
12. Peraturan Pemerintah Nomor 25 Tahun 2000 tentang Kewenangan Pemerintah Daerah dan Kewenangan Provinsi sebagai Daerah Otonom;
13. Peraturan Menteri Negara Agraria / Kepala Badan Pertanahan Nasional Nomor 9 tahun 1999 tentang Tata Cara Pemberian dan Pembatalan Hak Atas Tanah Negara dan Hak Pengelolaan;
14. Keputusan Menteri Kehutanan dan Perkebunan Nomor 677/Kpts-11/1999 tentang Hutan Kemasyarakatan;

15. Peraturan Pemerintah Daerah Kabupaten Morowali Nomor 2 Tahun 2001 tentang Kewenangan Kabupaten Morowali (Lembaran Daerah Kabupaten Morowali Tahun 2001 Nomor 2, Tambahan Lembaran Daerah Kabupaten Morowali Tahun 2001 Nomor 0002);
16. Peraturan Daerah Kabupaten Morowali Nomor 5 Tahun 2003 tentang Organisasi Daerah Dinas Kabupaten Morowali (Lembaran Daerah Kabupaten Morowali Tahun 2003 Nomor 5, Tambahan Lembaran Daerah Kabupaten Morowali Tahun 2001 Nomor 0076);

Memperhatikan : 1. Surat Keterangan Kepala Desa Tompira tanggal 8 Januari 2003 yang menerangkan bahwa pada prinsipnya tidak keberatan dan menyetujui terbentuknya beberapa Kelompok Tani;

2. Surat Rekomendasi Kepala Desa Tompira tanggal 28 Desember 2003 yang menerangkan bahwa pada prinsipnya tidak keberatan dan menyetujui terbentuknya beberapa Kelompok Tani.

MEMUTUSKAN:

Menetapkan :
PERTAMA : Memberikan Izin Membuka Tanah kepada Kelompok Tani Desa Tompira terdiri dari 600 orang yang anggotanya tergabung dalam Kelompok Tani Anuto Karya Tompira, masing-masing seluas 2 (dua) Ha atas Tanah Negara sebagaimana tercantum dalam lampiran Surat Keputusan ini, terletak di Desa Tompira Kecamatan Petasia Kabupaten Morowali yang akan diperuntukkan untuk persawahan/pertanian dan perkebunan. Adapun lokasi tersebut sebagaimana terlampir dalam peta lokasi yang dimohon.

Pemberian Izin tersebut disertai syarat sebagai berikut :

1. Segala akibat untung rugi yang timbul karena pemberian Izin Membuka Tanah ini, maupun segala tindakan atas penguasaan bidang tanah dimaksud menjadi tanggung jawab sepenuhnya dari pemegang izin;
2. Selambat-lambatnya 1 (satu) tahun terhitung sejak tanggal penetapan Surat Keputusan ini pemegang izin sudah melaksanakan kegiatan secara nyata dengan memperhatikan/mengindahkan segala ketentuan peraturan perundangan yang berlaku;
3. Dalam melaksanakan kegiatan pemegang izin harus memperhatikan dan mentaati ketentuan-ketentuan pemeliharaan kelestarian Sumber Daya Alam dan Lingkungan Hidup sekitarnya;

4. Pemegang izin wajib mentaati segala kewajiban-kewajiban baik pajak maupun Retribusi Daerah sesuai dengan ketentuan yang berlaku
- KEDUA : Izin Membuka Tanah ini diberikan untuk waktu 1 (satu) Tahun terhitung sejak tanggal ditetapkan Surat Keputusan ini, dan penyimpangan ketentuan-ketentuan pada diktum pertama butir 2,3 dan 4 di atas akan menjadi pertimbangan pencabutan Izin Membuka Lahan ini sebelum waktunya oleh pemberi izin;
- KETIGA : Setelah jangka waktu 2 (dua) tahun ternyata tanah tersebut telah diolah/diusahakan dengan baik maka pemegang izin diberikan kesempatan untuk memperoleh tanah tersebut dengan suatu hak sesuai dengan ketentuan peraturan perundang-undangan yang berlaku;
- KEEMPAT : Izin Membuka Tanah Ini tidak dapat dialihkan kepada pihak lain tanpa sepengetahuan pemberi izin;
- KELIMA : Mengenai segala yang berhubungan dengan pemberian Izin Membuka Tanah, apabila terjadi sengketa pemohon/pemegang izin dianggap memilih tempat kedudukan (domisili) tetap pada Kantor Bupati Morowali;
- KEENAM : Surat Keputusan ini mulai berlaku sejak tanggal ditetapkan dengan ketentuan apabila di kemudian hari ternyata terdapat kekeliruan dalam Surat Keputusan ini akan diperbaiki kembali sebagaimana mestinya.

Ditetapkan di Kolonodale
Pada Tanggal 10 Juni 2003

BUPATI MOROWALI
ANDI MUHAMMAD AB

Tembusan disampaikan Kepada Yth:

1. Gubernur Sulawesi Tengah di Palu;
2. Kantor Kepala Wilayah BPN Provinsi Sulawesi Tengah di Palu;
3. Kepala Kantor Wilayah Kehutanan dan Perkebunan Provinsi Sulteng di Palu;
4. Kepala Dinas Perkebunan Provinsi Sulawesi Tengah di Palu;
5. Kepala Dinas Kantor BPN Kabupaten Poso di Poso;
6. Kepala Dinas Pertanian Kabupaten Morowali di Kolonodale;
7. Kepala Dinas Kehutanan Kabupaten Morowali di Kolonodale;
8. Camat Petasia di Kolonodale;
9. Kepala Desa Tompira di Tompira.

Lampiran: Surat Keputusan Bupati Morowali

Nomor : 188.45/1294/2003

Tanggal : 10 Juni 2003

Tentang : Izin Membuka Tanah Kelompok Tani “Anuto Karya
Tompira Desa Bunta Kecamatan Petasia Kabupaten Morowali

1	PABBI	TOMPIRA	2 Ha	KETUA
2	AMBO RAUF	TOMPIRA	2 Ha	ANGGOTA
3	H. SABBARA	TOMPIRA	2 Ha	ANGGOTA
4	H. TINGGI	TOMPIRA	2 Ha	ANGGOTA
5	H. HASANUDDIN	TOMPIRA	2 Ha	ANGGOTA
6	AMIRUDIN	TOMPIRA	2 Ha	ANGGOTA
7	ASRI	TOMPIRA	2 Ha	ANGGOTA
8	HARI	TOMPIRA	2 Ha	ANGGOTA
9	NATINGARA	TOMPIRA	2 Ha	ANGGOTA
10	DUGI	TOMPIRA	2 Ha	ANGGOTA
11	H. JAMPE	TOMPIRA	2 Ha	ANGGOTA
12	SUWEDI	TOMPIRA	2 Ha	ANGGOTA
13	SUNAWI	TOMPIRA	2 Ha	ANGGOTA
14	ASMAWATI	TOMPIRA	2 Ha	ANGGOTA
15	MASYATI	TOMPIRA	2 Ha	ANGGOTA
16	SARTIKA	TOMPIRA	2 Ha	ANGGOTA
17	AMBO TORO	TOMPIRA	2 Ha	ANGGOTA
18	RIDWAN	TOMPIRA	2 Ha	ANGGOTA
19	HAIRUDIN	TOMPIRA	2 Ha	ANGGOTA
20	USMAN	TOMPIRA	2 Ha	ANGGOTA
21	SUDAR	TOMPIRA	2 Ha	ANGGOTA
22	H. HADIYAH	TOMPIRA	2 Ha	ANGGOTA
23	M. ARFAH	TOMPIRA	2 Ha	ANGGOTA
24	MOH. TANG	TOMPIRA	2 Ha	ANGGOTA
25	H. NAFING	TOMPIRA	2 Ha	ANGGOTA
26	SUHA	TOMPIRA	2 Ha	ANGGOTA
27	HARIMIN	TOMPIRA	2 Ha	ANGGOTA
28	SUKIRMAN	TOMPIRA	2 Ha	ANGGOTA
29	KARYANI	TOMPIRA	2 Ha	ANGGOTA
30	RASID	TOMPIRA	2 Ha	ANGGOTA
31	OPENG	TOMPIRA	2 Ha	ANGGOTA
32	AMBO YANG	TOMPIRA	2 Ha	ANGGOTA
33	DG NAI	TOMPIRA	2 Ha	ANGGOTA
34	SANUDDIN	TOMPIRA	2 Ha	ANGGOTA
35	DG. KADE	TOMPIRA	2 Ha	ANGGOTA

36	SALIH	TOMPIRA	2 Ha	ANGGOTA
37	SYAHRUDIN	TOMPIRA	2 Ha	ANGGOTA
38	UNGKAS	TOMPIRA	2 Ha	ANGGOTA
39	JUNEDI	TOMPIRA	2 Ha	ANGGOTA
40	SABBI	TOMPIRA	2 Ha	ANGGOTA
41	DG. BAU	TOMPIRA	2 Ha	ANGGOTA
42	KIBE	TOMPIRA	2 Ha	ANGGOTA
43	EDDIN	TOMPIRA	2 Ha	ANGGOTA
44	BEDDU	TOMPIRA	2 Ha	ANGGOTA
45	ABDUL SALAM	TOMPIRA	2 Ha	ANGGOTA
46	SUKARDI	TOMPIRA	2 Ha	ANGGOTA
47	OPPE	TOMPIRA	2 Ha	ANGGOTA
48	CA'IM	TOMPIRA	2 Ha	ANGGOTA
49	NAIM	TOMPIRA	2 Ha	ANGGOTA
50	BESSE	TOMPIRA	2 Ha	ANGGOTA
51	BODDING	TOMPIRA	2 Ha	ANGGOTA
52	MAPIASSE	TOMPIRA	2 Ha	ANGGOTA
53	MAMMA	TOMPIRA	2 Ha	ANGGOTA
54	SAMSUDIN	TOMPIRA	2 Ha	ANGGOTA
55	HAMRUL	TOMPIRA	2 Ha	ANGGOTA
56	DG. MACENNING	TOMPIRA	2 Ha	ANGGOTA
57	SUKARDIMAN	TOMPIRA	2 Ha	ANGGOTA
58	RAFI	TOMPIRA	2 Ha	ANGGOTA
59	JAMAL	TOMPIRA	2 Ha	ANGGOTA
60	H. ANSI	TOMPIRA	2 Ha	ANGGOTA
61	MANDEHE	TOMPIRA	2 Ha	ANGGOTA
62	FUNDING	TOMPIRA	2 Ha	ANGGOTA
63	ARAFAH	TOMPIRA	2 Ha	ANGGOTA
64	SALENG	TOMPIRA	2 Ha	ANGGOTA
65	FERI	TOMPIRA	2 Ha	ANGGOTA
66	SULO	TOMPIRA	2 Ha	ANGGOTA
67	AMBO SAKKA	TOMPIRA	2 Ha	ANGGOTA
68	PAHRI	TOMPIRA	2 Ha	ANGGOTA
69	ZULHAJJI	TOMPIRA	2 Ha	ANGGOTA
70	JUFRI	TOMPIRA	2 Ha	ANGGOTA
71	USMAN	TOMPIRA	2 Ha	ANGGOTA
72	LUBIS	TOMPIRA	2 Ha	ANGGOTA
73	SAHARUDDIN	TOMPIRA	2 Ha	ANGGOTA
74	CORA	TOMPIRA	2 Ha	ANGGOTA
75	MUDA	TOMPIRA	2 Ha	ANGGOTA
76	EDI	TOMPIRA	2 Ha	ANGGOTA
77	JANNA	TOMPIRA	2 Ha	ANGGOTA
78	MOH. AMIN	TOMPIRA	2 Ha	ANGGOTA
79	SABIR	TOMPIRA	2 Ha	ANGGOTA
80	SUWARDI	TOMPIRA	2 Ha	ANGGOTA

81	ASSE	TOMPIRA	2 Ha	ANGGOTA
82	HERMANSAH	TOMPIRA	2 Ha	ANGGOTA
83	M. TAHIR	TOMPIRA	2 Ha	ANGGOTA
84	JUSNENI	TOMPIRA	2 Ha	ANGGOTA
85	SULTAN	TOMPIRA	2 Ha	ANGGOTA
86	KASAU	TOMPIRA	2 Ha	ANGGOTA
87	ID. LALA	TOMPIRA	2 Ha	ANGGOTA
88	USMAN S.	TOMPIRA	2 Ha	ANGGOTA
89	SAMSU ALAM	TOMPIRA	2 Ha	ANGGOTA
90	BAHARUDIN	TOMPIRA	2 Ha	ANGGOTA
91	SALE	TOMPIRA	2 Ha	ANGGOTA
92	NOVAL	TOMPIRA	2 Ha	ANGGOTA
93	MAPPAITA	TOMPIRA	2 Ha	ANGGOTA
94	BAHA	TOMPIRA	2 Ha	ANGGOTA
95	KAMARUDIN	TOMPIRA	2 Ha	ANGGOTA
96	SUPRI	TOMPIRA	2 Ha	ANGGOTA
97	SRI HANDAYANI	TOMPIRA	2 Ha	ANGGOTA
98	KAHAR	TOMPIRA	2 Ha	ANGGOTA
99	HAMZAH	TOMPIRA	2 Ha	ANGGOTA
100	H. ASLI	TOMPIRA	2 Ha	ANGGOTA
101	BASRI	TOMPIRA	2 Ha	ANGGOTA
102	SULLE T.	TOMPIRA	2 Ha	ANGGOTA
103	SIBA	TOMPIRA	2 Ha	ANGGOTA
104	AMRI	TOMPIRA	2 Ha	ANGGOTA
105	SARU	TOMPIRA	2 Ha	ANGGOTA
106	SABI	TOMPIRA	2 Ha	ANGGOTA
107	JABIR	TOMPIRA	2 Ha	ANGGOTA
108	ASWAN	TOMPIRA	2 Ha	ANGGOTA
109	L. SAMPANG	TOMPIRA	2 Ha	ANGGOTA
110	SUHADA M.	TOMPIRA	2 Ha	ANGGOTA
111	SALI	TOMPIRA	2 Ha	ANGGOTA
112	DENDE	TOMPIRA	2 Ha	ANGGOTA
113	TIMANG	TOMPIRA	2 Ha	ANGGOTA
114	ARSAD	TOMPIRA	2 Ha	ANGGOTA
115	IWAN	TOMPIRA	2 Ha	ANGGOTA
116	P. AGUS	TOMPIRA	2 Ha	ANGGOTA
117	USMAN	TOMPIRA	2 Ha	ANGGOTA
118	MANSUR	TOMPIRA	2 Ha	ANGGOTA
119	JABIR S.	TOMPIRA	2 Ha	ANGGOTA
120	BADARIE	TOMPIRA	2 Ha	ANGGOTA
121	RANDE	TOMPIRA	2 Ha	ANGGOTA
122	HEMI	TOMPIRA	2 Ha	ANGGOTA
123	SAPARUDIN S.	TOMPIRA	2 Ha	ANGGOTA
124	SUWARDI L.	TOMPIRA	2 Ha	ANGGOTA
125	DARMINANG	TOMPIRA	2 Ha	ANGGOTA

126	SUKNAN	TOMPIRA	2 Ha	ANGGOTA
127	AMIR	TOMPIRA	2 Ha	ANGGOTA
128	DENTUNGAN	TOMPIRA	2 Ha	ANGGOTA
129	JUMINAH	TOMPIRA	2 Ha	ANGGOTA
130	ROSI A.	TOMPIRA	2 Ha	ANGGOTA
131	JUNEDA	TOMPIRA	2 Ha	ANGGOTA
132	MUDDIN H.	TOMPIRA	2 Ha	ANGGOTA
133	ROSI P.	TOMPIRA	2 Ha	ANGGOTA
134	LATUEWO	TOMPIRA	2 Ha	ANGGOTA
135	SATENG	TOMPIRA	2 Ha	ANGGOTA
136	SUNGGU	TOMPIRA	2 Ha	ANGGOTA
137	NASRIF	TOMPIRA	2 Ha	ANGGOTA
138	MAHADIN	TOMPIRA	2 Ha	ANGGOTA
139	MODDING	TOMPIRA	2 Ha	ANGGOTA
140	DULLAH	TOMPIRA	2 Ha	ANGGOTA
141	UPE	TOMPIRA	2 Ha	ANGGOTA
142	KATANG	TOMPIRA	2 Ha	ANGGOTA
143	H. BEDDULAH	TOMPIRA	2 Ha	ANGGOTA
144	BANDU B.	TOMPIRA	2 Ha	ANGGOTA
145	DADDA	TOMPIRA	2 Ha	ANGGOTA
146	TUGIMAN	TOMPIRA	2 Ha	ANGGOTA
147	SARKAMN	TOMPIRA	2 Ha	ANGGOTA
148	DARUM	TOMPIRA	2 Ha	ANGGOTA
149	BAMBANG	TOMPIRA	2 Ha	ANGGOTA
150	TURIANAN	TOMPIRA	2 Ha	ANGGOTA
151	KADIR	TOMPIRA	2 Ha	ANGGOTA
152	NAHARUDIN	TOMPIRA	2 Ha	ANGGOTA
153	DG. PATAU	TOMPIRA	2 Ha	ANGGOTA
154	DADDA	TOMPIRA	2 Ha	ANGGOTA
155	BANDU D.	TOMPIRA	2 Ha	ANGGOTA
156	KATENI	TOMPIRA	2 Ha	ANGGOTA
157	JODI	TOMPIRA	2 Ha	ANGGOTA
158	SUKA	TOMPIRA	2 Ha	ANGGOTA
159	JAMAL	TOMPIRA	2 Ha	ANGGOTA
160	LAUPE	TOMPIRA	2 Ha	ANGGOTA
161	MUSE	TOMPIRA	2 Ha	ANGGOTA
162	KANNA	TOMPIRA	2 Ha	ANGGOTA
163	TAMMANNENG	TOMPIRA	2 Ha	ANGGOTA
164	DG. MANGAWING	TOMPIRA	2 Ha	ANGGOTA
165	SELLIANG	TOMPIRA	2 Ha	ANGGOTA
166	ADOK	TOMPIRA	2 Ha	ANGGOTA
167	BANDU SJ.	TOMPIRA	2 Ha	ANGGOTA
168	JODDING	TOMPIRA	2 Ha	ANGGOTA
169	H. MAMING	TOMPIRA	2 Ha	ANGGOTA
170	PATU	TOMPIRA	2 Ha	ANGGOTA

171	H. DG. MANGATI	TOMPIRA	2 Ha	ANGGOTA
172	NISE	TOMPIRA	2 Ha	ANGGOTA
173	SADE	TOMPIRA	2 Ha	ANGGOTA
174	NASE	TOMPIRA	2 Ha	ANGGOTA
175	H. MASE ALANG	TOMPIRA	2 Ha	ANGGOTA
176	JIDE	TOMPIRA	2 Ha	ANGGOTA
177	HATTA	TOMPIRA	2 Ha	ANGGOTA
178	MOH. TANG	TOMPIRA	2 Ha	ANGGOTA
179	HAFID	TOMPIRA	2 Ha	ANGGOTA
180	SAHARUDIN	TOMPIRA	2 Ha	ANGGOTA
181	GAYA	TOMPIRA	2 Ha	ANGGOTA
182	RAUF	TOMPIRA	2 Ha	ANGGOTA
183	ALWI	TOMPIRA	2 Ha	ANGGOTA
184	MAHADUMI	TOMPIRA	2 Ha	ANGGOTA
185	MOH. ARSYAD	TOMPIRA	2 Ha	ANGGOTA
186	IDRUS	TOMPIRA	2 Ha	ANGGOTA
187	SUDING	TOMPIRA	2 Ha	ANGGOTA
188	KAPTEN	TOMPIRA	2 Ha	ANGGOTA
189	MASPRI	TOMPIRA	2 Ha	ANGGOTA
190	ABUDIN	TOMPIRA	2 Ha	ANGGOTA
191	ZAKARIA	TOMPIRA	2 Ha	ANGGOTA
192	AMIN	TOMPIRA	2 Ha	ANGGOTA
193	H. NIRE	TOMPIRA	2 Ha	ANGGOTA
194	MAPPA	TOMPIRA	2 Ha	ANGGOTA
195	LADIK	TOMPIRA	2 Ha	ANGGOTA
196	ABBAS	TOMPIRA	2 Ha	ANGGOTA
197	M. AMINUDIN	TOMPIRA	2 Ha	ANGGOTA
198	AMIR	TOMPIRA	2 Ha	ANGGOTA
199	ETE	TOMPIRA	2 Ha	ANGGOTA
200	MISI	TOMPIRA	2 Ha	ANGGOTA
201	JAMALUDIN M.	TOMPIRA	2 Ha	ANGGOTA
202	JAMALUDIN H. MADDE	TOMPIRA	2 Ha	ANGGOTA
203	ANDU	TOMPIRA	2 Ha	ANGGOTA
204	H. ILYAS HL.	TOMPIRA	2 Ha	ANGGOTA
205	H. BADA	TOMPIRA	2 Ha	ANGGOTA
206	ARIPE	TOMPIRA	2 Ha	ANGGOTA
207	DALI	TOMPIRA	2 Ha	ANGGOTA
208	ALANG	TOMPIRA	2 Ha	ANGGOTA
209	MAPPA	TOMPIRA	2 Ha	ANGGOTA
210	SUWARDI	TOMPIRA	2 Ha	ANGGOTA
211	MASON	TOMPIRA	2 Ha	ANGGOTA
213	SAMSUDIN M.	TOMPIRA	2 Ha	ANGGOTA
213	MUAS	TOMPIRA	2 Ha	ANGGOTA
214	BASARI	TOMPIRA	2 Ha	ANGGOTA
215	H. LAWE	TOMPIRA	2 Ha	ANGGOTA

216	RIDWAN	TOMPIRA	2 Ha	ANGGOTA
217	TAUFIQ	TOMPIRA	2 Ha	ANGGOTA
218	AMBO UPE	TOMPIRA	2 Ha	ANGGOTA
219	MOH. SANUSI	TOMPIRA	2 Ha	ANGGOTA
220	MOH. TAHIR	TOMPIRA	2 Ha	ANGGOTA
221	NASE H.	TOMPIRA	2 Ha	ANGGOTA
222	H. ARASE	TOMPIRA	2 Ha	ANGGOTA
223	HIYANG	TOMPIRA	2 Ha	ANGGOTA
224	DARWIS HB.	TOMPIRA	2 Ha	ANGGOTA
225	BEDDU HL.	TOMPIRA	2 Ha	ANGGOTA
226	TAIBE	TOMPIRA	2 Ha	ANGGOTA
227	KIBE	TOMPIRA	2 Ha	ANGGOTA
228	KADIR ARIPE	TOMPIRA	2 Ha	ANGGOTA
229	SELLIH AR	TOMPIRA	2 Ha	ANGGOTA
230	M. ODDING	TOMPIRA	2 Ha	ANGGOTA
231	H. BAHAR	TOMPIRA	2 Ha	ANGGOTA
232	BEDDU MINI	TOMPIRA	2 Ha	ANGGOTA
233	PALEWAI	TOMPIRA	2 Ha	ANGGOTAV
234	ILHAM	TOMPIRA	2 Ha	ANGGOTA
235	JAMALUDIN JK.	TOMPIRA	2 Ha	ANGGOTA
236	YOHANIS	TOMPIRA	2 Ha	ANGGOTA
237	AWALUDIN	TOMPIRA	2 Ha	ANGGOTA
238	EDY SAKARIA	TOMPIRA	2 Ha	ANGGOTA
239	H. MUSTAFA IDRUS	TOMPIRA	2 Ha	ANGGOTA
240	LUKMAN H. MUSTAFA	TOMPIRA	2 Ha	ANGGOTA
241	NUKMAN	TOMPIRA	2 Ha	ANGGOTA
242	H. BASIR	TOMPIRA	2 Ha	ANGGOTA
243	H. ABDUL FATAH	TOMPIRA	2 Ha	ANGGOTA
244	SULAEMAN BM.	TOMPIRA	2 Ha	ANGGOTA
245	MAHDI/ZAID	TOMPIRA	2 Ha	ANGGOTA
246	AMIR D	TOMPIRA	2 Ha	ANGGOTA
247	TINGGI	TOMPIRA	2 Ha	ANGGOTA
248	GUSE	TOMPIRA	2 Ha	ANGGOTA
249	ALIMUDIN	TOMPIRA	2 Ha	ANGGOTA
250	ANDI AKBAR	TOMPIRA	2 Ha	ANGGOTA
251	RUSTAM	TOMPIRA	2 Ha	ANGGOTA
252	SIMANG	TOMPIRA	2 Ha	ANGGOTA
253	MUSTALIP	TOMPIRA	2 Ha	ANGGOTA
254	SUHERMAN	TOMPIRA	2 Ha	ANGGOTA
255	JARIDA	TOMPIRA	2 Ha	ANGGOTA
256	ANCONG	TOMPIRA	2 Ha	ANGGOTA
257	PARIMAN	TOMPIRA	2 Ha	ANGGOTA
258	HARIAH	TOMPIRA	2 Ha	ANGGOTA
259	PUJIONO	TOMPIRA	2 Ha	ANGGOTA
260	SURATMAN	TOMPIRA	2 Ha	ANGGOTA

261	SUMANTO	TOMPIRA	2 Ha	ANGGOTA
262	SUKAMTO	TOMPIRA	2 Ha	ANGGOTA
263	GOPIAH	TOMPIRA	2 Ha	ANGGOTA
264	MINDING	TOMPIRA	2 Ha	ANGGOTA
265	HAMINAH	TOMPIRA	2 Ha	ANGGOTA
266	MULIANA	TOMPIRA	2 Ha	ANGGOTA
267	ZAINUDIN	TOMPIRA	2 Ha	ANGGOTA
268	FATIMAH	TOMPIRA	2 Ha	ANGGOTA
269	LAWELLO	TOMPIRA	2 Ha	ANGGOTA
270	JAMALIA	TOMPIRA	2 Ha	ANGGOTA
271	HERMAN H.	TOMPIRA	2 Ha	ANGGOTA
272	SAING	TOMPIRA	2 Ha	ANGGOTA
273	CAING	TOMPIRA	2 Ha	ANGGOTA
274	BADDU	TOMPIRA	2 Ha	ANGGOTA
275	RUSLI	TOMPIRA	2 Ha	ANGGOTA
276	SYAMSUL BAHRI	TOMPIRA	2 Ha	ANGGOTA
277	BUHARI	TOMPIRA	2 Ha	ANGGOTA
278	HOLA	TOMPIRA	2 Ha	ANGGOTA
279	NGAPIDI	TOMPIRA	2 Ha	ANGGOTA
280	RABBI	TOMPIRA	2 Ha	ANGGOTA
281	KUNING	TOMPIRA	2 Ha	ANGGOTA
282	JUNEDA	TOMPIRA	2 Ha	ANGGOTA
283	UBI	TOMPIRA	2 Ha	ANGGOTA
284	SANTI	TOMPIRA	2 Ha	ANGGOTA
285	CABI	TOMPIRA	2 Ha	ANGGOTA
286	PESE	TOMPIRA	2 Ha	ANGGOTA
287	PAME	TOMPIRA	2 Ha	ANGGOTA
288	MISLIMIN	TOMPIRA	2 Ha	ANGGOTA
289	NURSAMIR	TOMPIRA	2 Ha	ANGGOTA
290	ABDUL RASYID	TOMPIRA	2 Ha	ANGGOTA
291	EVID	TOMPIRA	2 Ha	ANGGOTA
292	TAHI	TOMPIRA	2 Ha	ANGGOTA
293	SAMANG	TOMPIRA	2 Ha	ANGGOTA
294	ST. HATUAH	TOMPIRA	2 Ha	ANGGOTA
295	CADDA	TOMPIRA	2 Ha	ANGGOTA
296	SUHADA	TOMPIRA	2 Ha	ANGGOTA
297	H. SUWANDI	TOMPIRA	2 Ha	ANGGOTA
298	PALEWAI	TOMPIRA	2 Ha	ANGGOTA
299	AMBO SAKKA	TOMPIRA	2 Ha	ANGGOTA
300	MUHADIR	TOMPIRA	2 Ha	ANGGOTA
301	GASAMIN	TOMPIRA	2 Ha	ANGGOTA
302	RAMLI	TOMPIRA	2 Ha	ANGGOTA
303	MUSAKKIR	TOMPIRA	2 Ha	ANGGOTA
304	ARIFUDIN	TOMPIRA	2 Ha	ANGGOTA
305	RESNA	TOMPIRA	2 Ha	ANGGOTA

306	SEWINA	TOMPIRA	2 Ha	ANGGOTA
307	RAMALLI	TOMPIRA	2 Ha	ANGGOTA
308	BRANA	TOMPIRA	2 Ha	ANGGOTA
309	SAHARUDDIN	TOMPIRA	2 Ha	ANGGOTA
310	BAHARUDIN	TOMPIRA	2 Ha	ANGGOTA
311	SIMANG	TOMPIRA	2 Ha	ANGGOTA
312	EFI	TOMPIRA	2 Ha	ANGGOTA
313	SAING EK.	TOMPIRA	2 Ha	ANGGOTA
314	TAHIR D.	TOMPIRA	2 Ha	ANGGOTA
315	JURA	TOMPIRA	2 Ha	ANGGOTA
316	ANO	TOMPIRA	2 Ha	ANGGOTA
317	ENGA	TOMPIRA	2 Ha	ANGGOTA
318	HASAN	TOMPIRA	2 Ha	ANGGOTA
319	MIRA	TOMPIRA	2 Ha	ANGGOTA
320	SARIMANG	TOMPIRA	2 Ha	ANGGOTA
321	FAJAR	TOMPIRA	2 Ha	ANGGOTA
322	TAJJANG A	TOMPIRA	2 Ha	ANGGOTA
323	KASI	TOMPIRA	2 Ha	ANGGOTA
324	LIGA	TOMPIRA	2 Ha	ANGGOTA
325	UPA	TOMPIRA	2 Ha	ANGGOTA
326	NAGA	TOMPIRA	2 Ha	ANGGOTA
327	RIJA	TOMPIRA	2 Ha	ANGGOTA
328	JADA	TOMPIRA	2 Ha	ANGGOTA
329	MANSUR	TOMPIRA	2 Ha	ANGGOTA
330	AMIRUDIN	TOMPIRA	2 Ha	ANGGOTA
331	SAPARUDIN	TOMPIRA	2 Ha	ANGGOTA
332	JA'FAR	TOMPIRA	2 Ha	ANGGOTA
333	HARNO	TOMPIRA	2 Ha	ANGGOTA
334	JAHDIN	TOMPIRA	2 Ha	ANGGOTA
335	OPPE D	TOMPIRA	2 Ha	ANGGOTA
336	MUDDIN S.	TOMPIRA	2 Ha	ANGGOTA
337	SANUDIN	TOMPIRA	2 Ha	ANGGOTA
338	TIANDU	TOMPIRA	2 Ha	ANGGOTA
339	ROHANI	TOMPIRA	2 Ha	ANGGOTA
340	DUDI	TOMPIRA	2 Ha	ANGGOTA
341	WELLING	TOMPIRA	2 Ha	ANGGOTA
342	SALASIYAN	TOMPIRA	2 Ha	ANGGOTA
343	NAGA	TOMPIRA	2 Ha	ANGGOTA
344	RISA	TOMPIRA	2 Ha	ANGGOTA
345	AGUS	TOMPIRA	2 Ha	ANGGOTA
346	LAWAGI	TOMPIRA	2 Ha	ANGGOTA
347	SUHADA	TOMPIRA	2 Ha	ANGGOTA
348	JADA	TOMPIRA	2 Ha	ANGGOTA
349	ZAINUDIN	TOMPIRA	2 Ha	ANGGOTA
350	TUNRENG H. MADDE	TOMPIRA	2 Ha	ANGGOTA

351	AMBO MARE	TOMPIRA	2 Ha	ANGGOTA
352	SYAIFULLAH	TOMPIRA	2 Ha	ANGGOTA
353	H. MUKA	TOMPIRA	2 Ha	ANGGOTA
354	H. BUHARI	TOMPIRA	2 Ha	ANGGOTA
355	M. TAHA	TOMPIRA	2 Ha	ANGGOTA
356	IDRIS	TOMPIRA	2 Ha	ANGGOTA
357	TALIBBE	TOMPIRA	2 Ha	ANGGOTA
358	H. BAHA	TOMPIRA	2 Ha	ANGGOTA
359	H. AMIN	TOMPIRA	2 Ha	ANGGOTA
360	MUSTAFA	TOMPIRA	2 Ha	ANGGOTA
361	H. ACCE	TOMPIRA	2 Ha	ANGGOTA
362	H. ARAS	TOMPIRA	2 Ha	ANGGOTA
363	IDRUS	TOMPIRA	2 Ha	ANGGOTA
364	DUHA	TOMPIRA	2 Ha	ANGGOTA
365	SULTAN	TOMPIRA	2 Ha	ANGGOTA
366	LUKMAN	TOMPIRA	2 Ha	ANGGOTA
367	SENNI	TOMPIRA	2 Ha	ANGGOTA
368	MANSUR	TOMPIRA	2 Ha	ANGGOTA
369	H. MAPASSE	TOMPIRA	2 Ha	ANGGOTA
370	PANNU	TOMPIRA	2 Ha	ANGGOTA
371	H. TAJANG	TOMPIRA	2 Ha	ANGGOTA
372	RIDE	TOMPIRA	2 Ha	ANGGOTA
373	ANSAR	TOMPIRA	2 Ha	ANGGOTA
374	SUKARDI	TOMPIRA	2 Ha	ANGGOTA
375	H. RAFIQ DM	TOMPIRA	2 Ha	ANGGOTA
376	H. BUSTAM	TOMPIRA	2 Ha	ANGGOTA
377	KASSE	TOMPIRA	2 Ha	ANGGOTA
378	H. BEDDULAH	TOMPIRA	2 Ha	ANGGOTA
379	TANJENG	TOMPIRA	2 Ha	ANGGOTA
380	NORMAN	TOMPIRA	2 Ha	ANGGOTA
381	IDRIS NH.	TOMPIRA	2 Ha	ANGGOTA
382	ASNI	TOMPIRA	2 Ha	ANGGOTA
383	H. RAFA	TOMPIRA	2 Ha	ANGGOTA
384	SUKA	TOMPIRA	2 Ha	ANGGOTA
385	BAHA MANI	TOMPIRA	2 Ha	ANGGOTA
386	RAPPE	TOMPIRA	2 Ha	ANGGOTA
387	KAMARUDIN	TOMPIRA	2 Ha	ANGGOTA
388	HAFID	TOMPIRA	2 Ha	ANGGOTA
389	AHMAD	TOMPIRA	2 Ha	ANGGOTA
390	RUSMAN	TOMPIRA	2 Ha	ANGGOTA
391	TARDING	TOMPIRA	2 Ha	ANGGOTA
392	PALLE	TOMPIRA	2 Ha	ANGGOTA
393	USMAN	TOMPIRA	2 Ha	ANGGOTA
394	PAWE	TOMPIRA	2 Ha	ANGGOTA
395	ABDUL	TOMPIRA	2 Ha	ANGGOTA

396	TAJANG JD.	TOMPIRA	2 Ha	ANGGOTA
397	LALLO	TOMPIRA	2 Ha	ANGGOTA
398	DIOLLO	TOMPIRA	2 Ha	ANGGOTA
399	ARIFIN	TOMPIRA	2 Ha	ANGGOTA
400	H. DG. MEDIMEN	TOMPIRA	2 Ha	ANGGOTA
401	AJENG	TOMPIRA	2 Ha	ANGGOTA
402	ARIES	TOMPIRA	2 Ha	ANGGOTA
403	SUGIONO	TOMPIRA	2 Ha	ANGGOTA
404	WENTEN	TOMPIRA	2 Ha	ANGGOTA
405	DIAN	TOMPIRA	2 Ha	ANGGOTA
406	JAYA	TOMPIRA	2 Ha	ANGGOTA
407	AKAS	TOMPIRA	2 Ha	ANGGOTA
408	SUNGKONO	TOMPIRA	2 Ha	ANGGOTA
409	H. ABIDIN	TOMPIRA	2 Ha	ANGGOTA
410	MANSUR AL.	TOMPIRA	2 Ha	ANGGOTA
411	GAYA	TOMPIRA	2 Ha	ANGGOTA
412	LAMAING	TOMPIRA	2 Ha	ANGGOTA
413	DG. MABUNE	TOMPIRA	2 Ha	ANGGOTA
414	KAHAR	TOMPIRA	2 Ha	ANGGOTA
415	AMBO ANSI AS.	TOMPIRA	2 Ha	ANGGOTA
416	BAHYAR	TOMPIRA	2 Ha	ANGGOTA
417	PANDU K.	TOMPIRA	2 Ha	ANGGOTA
418	DONDONG	TOMPIRA	2 Ha	ANGGOTA
419	ARIES AMBO BEDDU	TOMPIRA	2 Ha	ANGGOTA
420	TENNI	TOMPIRA	2 Ha	ANGGOTA
421	MARTANG	TOMPIRA	2 Ha	ANGGOTA
422	M. TAYIB	TOMPIRA	2 Ha	ANGGOTA
423	DARWIS	TOMPIRA	2 Ha	ANGGOTA
424	HABE	TOMPIRA	2 Ha	ANGGOTA
425	KRISTIAN RURU	TOMPIRA	2 Ha	ANGGOTA
426	UTP LATAMPA	TOMPIRA	2 Ha	ANGGOTA
427	WILEM	TOMPIRA	2 Ha	ANGGOTA
428	IDA BAGUS	TOMPIRA	2 Ha	ANGGOTA
429	M. SAYO	TOMPIRA	2 Ha	ANGGOTA
430	A. UMAR SAYO	TOMPIRA	2 Ha	ANGGOTA
431	SYARIF	TOMPIRA	2 Ha	ANGGOTA
432	RIDWAN NONCI	TOMPIRA	2 Ha	ANGGOTA
433	GOLLA	TOMPIRA	2 Ha	ANGGOTA
434	SUNUSI	TOMPIRA	2 Ha	ANGGOTA
435	UCOK	TOMPIRA	2 Ha	ANGGOTA
436	MOHAMMAD	TOMPIRA	2 Ha	ANGGOTA
437	AHMAD SUBARI	TOMPIRA	2 Ha	ANGGOTA
438	ZULKIFLI	TOMPIRA	2 Ha	ANGGOTA
439	HERMAWAN	TOMPIRA	2 Ha	ANGGOTA
440	TAMMARE	TOMPIRA	2 Ha	ANGGOTA

441	ASRUDIN	TOMPIRA	2 Ha	ANGGOTA
442	RIFAI	TOMPIRA	2 Ha	ANGGOTA
443	RINALDI	TOMPIRA	2 Ha	ANGGOTA
444	JONI	TOMPIRA	2 Ha	ANGGOTA
445	SURIANTO	TOMPIRA	2 Ha	ANGGOTA
446	MARSONISON	TOMPIRA	2 Ha	ANGGOTA
447	ANDI TAKKU	TOMPIRA	2 Ha	ANGGOTA
448	MAHMUDE	TOMPIRA	2 Ha	ANGGOTA
449	MARADIA	TOMPIRA	2 Ha	ANGGOTA
450	SODDING	TOMPIRA	2 Ha	ANGGOTA
451	ABDULLAH	TOMPIRA	2 Ha	ANGGOTA
452	H. RAPPE	TOMPIRA	2 Ha	ANGGOTA

B. Salinan Dokumen PT. AGRO NUSA ABADI

BUPATI MOROWALI
Kompleks Perkantoran Bumi Funuasingko
Telpon: 0411 – 402355; 402356 Fax: 0411 – 402355 BUNGKU

KEPUTUSAN BUPATI MOROWALI
Nomor: 188.45 / 8760 / UMUM / 2006

T E N T A N G

PEMBERIAN IZIN LOKASI UNTUK KEPERLUAN USAHA
PERKEBUNAN KELAPA SAWIT PT. AGRO NUSA ABADI
DI KECAMATAN PETASIA

BUPATI MOROWALI

MEMBACA

Surat Permohonan tanggal 22 September 2006 Nomor 200/xxxxxxx dari **DIREKTUR PT. AGRO NUSA ABADI**, yang beralamat di Jalan Pulo Ayang Raya Blok OR-1 Kawasan Industri Pulogadung di atas tanah seluas 19.675 ha terletak di Kecamatan Petasia, Kabupaten Morowali, Provinsi Sulawesi Tengah untuk usaha Perkebunan Kelapa Sawit.

MENIMBANG

- : 1. Bahwa rencana pembangunan perkebunan kelapa sawit dari pemohon telah sesuai dengan Rencana Tata Ruang Wilayah (RTRW) Propinsi Sulawesi Tengah maupun Rencana Tata Ruang Wilayah (RTRW) Kabupaten Morowali;
2. Bahwa areal yang dimohon sebagian besar terdiri dari areal penggunaan lahan dan sebagian bebas penguasaan masyarakat.

MENGINGAT

1. Undang-undang Nomor 5 Tahun 1960 tentang Peraturan Dasar-Dasar Pokok Agraria;
2. Undang-undang Nomor 5 Tahun 1967 tentang Ketentuan-Ketentuan Pokok Kehutanan;
3. Undang-undang Nomor 6 Tahun 1968 tentang Penanaman Modal Dalam Negeri, sebagaimana telah diubah dengan Undang-undang Nomor 11 Tahun 1970;
4. Undang-undang Nomor 24 Tahun 1992 tentang Penataan Ruang;

5. Undang-undang Nomor 23 Tahun 1997 tentang Pengelolaan Lingkungan Hidup;
6. Undang-undang Nomor 22 Tahun 1999 tentang Pemerintah Daerah sebagaimana diubah dnegan Undang-undang Nomor 22 Tahun 2004);
7. Undang-undang Nomor 51 Tahun 1999 tentang Pembentukan Kabupaten Buol, Kabupaten Morowali, dan Kabupaten Banggai Kepulauan
8. Undang-undang Nomor 51 Perpu Tahun 1961 tentang Larangan Pemakaian Tanah Tanpa Izin yang Berhak atau Kuasanya;
9. Peraturan Pemerintah Nomor 6 Tahun 1988 tentang Koordinasi Kegiatan Instansi Vertikal di Daerah;
10. Peraturan Pemerintah Nomor 51 Tahun 1993 tentang Analisa Mengenai Dampak Lingkungan;
11. Peraturan Pemerintah Nomor 40 Tahun 1996 tentang Hak Guna Usaha, Hak Guna Bangunan dan Hak Pakai;
12. Peraturan Pemerintah Nomor 24 Tahun 1997 tentang Pendaftaran Tanah;
13. Keputusan Presiden Republik Indonesia Nomor 32 Tahun 1990 tentang Pengelolaan Kawasan Lindung;
14. Peraturan Menteri Negara Agraria/Kepala Badan Pertanahan Nasional Nomor 22 Tahun 1993 tentang Petunjuk Pelaksanaan Pemberian Izin Lokasi;
15. Peraturan Menteri Negara Agraria/Kepala Badan Pertanahan Nasional Nomor 2 Tahun 1999 tentang Izin Lokasi;
16. Keputusan Gubernur Kepala Daerah Tingkat I Sulawesi Tengah Nomor 522.11/1029.96/BAPPEDA Tahun 1996 tentang Penetapan Luas Provinsi, Kabupaten/Kotamadya dan Kecamatan di Provinsi Dati I Sulawesi Tengah;
17. Keputusan Gubernur Kepala Daerah Tingkat I Sulawesi Tengah 55 Tahun 1999 tentang Pembentukan Organisasi dan Tata Kerja Sekretariat Wilayah Daerah dan Sekretariat Dewan Perwakilan Rakyat Daerah Kabupaten Morowali

- MEMPERHATIKAN :**
1. Surat Bupati Morowali tanggal 31 Agustus 2006 Nomor 525/050/UMUM/2006 perihal Persetujuan Survey Ketersediaan Areal Perkebunan.
 2. Berita Acara Rapat Koordinasi Izin Lokasi tanggal 14 November 2006 Nomor 02/RK/XI/2006.

MEMUTUSKAN:

- MENETAPKAN** : Bupati Morowali tentang Pemberian Izin Lokasi untuk keperluan Perkebunan Kelapa Sawit di Kecamatan Petasia Kabupaten Morowali kepada PT. AGRO NUSA ABADI
- PERTAMA** : Memberikan Izin Lokasi untuk Tahap PERTAMA kepada PT. AGRO NUSA ABADI yang beralamat di Jalan Pulo Ayang Raya Blok OR-1 Kawasan Industri Pulogadung di atas tanah seluas 19.675 Ha yang terletak di Kecamatan Petasia dengan catatan bahwa luas areal yang pasti adalah luas tanah yang tersedia di lokasi yang diwujudkan berupa luas hasil Pengukuran Kadasteral dengan syarat dan ketentuan sebagai berikut :
1. Apabila di atas tanah yangd diberikan Izin Lokasi terdapat kawasan hutan dan hak-hak masyarakat, maka perolehan tanah harus dilakukan secara langsung antara pihak-pihak yang berkepentingan dengan penerima izin melalui Keputusan Pelepasan Kawasan Hutan dari Menteri Kehutanan dan atau Berita Acara Pelepasan Hak serta Pemberian Ganti Rugi di hadapan Camat setempat atau di hadapan Kepala Kantor Pertanahan Kabupaten Morowali bagi tanah Negara yang dikuasai atau pembuatan Akta Jual Beli bagi tanah Milik bersertifikat di hadapan Pejabat Pembuat Akta Tanah (PPAT) setempat dengan yang bentuk dan besarnya Ganti Rugi ditentukan dan ditentukan secara musyawarah mufakat;
 2. Pembayaran ganti kerugian serta tanaman termasuk dan atau bangunan yang ada di atasnya ataupun barang-barang lain pemegang hak atas tanah, tidak dibenarkan melalui perantara dalam bentuk dan nama apapun juga melainkan harus dilakukan langsung yang berhak;
 3. Perolehan tanah harus diselesaikan dalam jangka waktu 12 (dua belas) bulan sejak tanggal ditetapkannya surat keputusan ini dan dapat diperpanjang 12 (dua belas) bulan, yang menurut evaluasi Pemerintah Daerah Kabupaten Morowali layak untuk diperpanjang dan dilaporkan perkembangannya oleh penerima izin lokasi kepada Kepala Kantor Pertanahan Kabupaten Morowali setiap 3 (tiga) bulan sekali dengan tembusan kepada Gubernur Provinsi Sulawesi Tengah, Kepala Kantor Wilayah Badan Pertanahan Nasional Provinsi Sulawesi Tengah dan Bupati Morowali;

4. Untuk tanah yang sudah diperoleh, penerima izin lokasi diwajibkan mengajukan Permohonan Hak Atas Tanah kepada Pejabat yang berwenang sesuai dengan ketentuan Peraturan Perundang-undangan yang berlaku;
5. Persyaratan-persyaratan lain yang dianggap perlu :
 - a. Pemberian izin lokasi ini tidak mengurangi hak-hak keperdataan bagi pemilik tanah yang berada dalam areal izin lokasi dan dilarang menutup aksesibilitas masyarakat di sekitar lokasi serta berkewajiban pula melindungi kepentingan umum dan masyarakat sekitarnya;
 - b. Penerima izin lokasi diwajibkan membuat rencana penggunaan tanah daripada areal yang telah diperoleh atau dikuasai disertai rencana pemeliharaan tanah dan lingkungan serta menyusun Study Analisa Mengenai Dampak Lingkungan;
 - c. Pelaksanaan pemanfaatan tanah menggunakan teknik-teknik konservasi tanah yang baik;
 - d. Penerima izin lokasi wajib mengamankan Daerah-daerah yang menjadi kawasan perlindungan setempat berdasarkan Keputusan Presiden Republik Indonesia Nomor 32 Tahun 1990 tentang Pengelolaan Kawasan Lindung;
 - e. Penerima izin lokasi mengutamakan penerimaan dan penampungan tenaga kerja setempat dalam pengelolaan kebun sawit sesuai keterampilan dan kemampuan yang dimilikil;
 - f. Penerima izin lokasi tidak dibenarkan memindahkan lokasi atau memperjualbelikan lokasi ini kepada siapapun dengan cara dan alasan apapun tanpa izin yang berwenang;
 - g. Untuk menghindari terjadinya sengketa antara pihak Perusahaan dan Masyarakat setempat mengenai status tanah yang berada pada lokasi yang di mohon, Pihak Perusahaan bersama dengan Pemerintah Daerah melaksanakan Pendataan Tata Batas Tanah-tanah milik masyarakat yang hasilnya dituangkan secara tertulis dalam suatu berita acara yang diketahui oleh Pemerintah Desa dan Kecamatan serta dilaporkan kepada Gubernur Provinsi Sulawesi Tengah, Kantor Wilayah Badan Pertanahan Nasional Provinsi Sulawesi Tengah dan Bupati

- Morowali dan Badan Pertanahan Kabupaten Morowali;
- h. Penerima izin lokasi dalam pemanfaatn tanah dilarang menanam pada kawasan Daerah Milik Jalan (DAMIJA) sesuai ketentuan yang berlaku serta turut berperan dalam hal pemeliharaan jalan-jalan produksi pertanian dan jalan utama di wilayahnya;
 - i. Penerima izin lokasi dalam Pengelolaan Kebun Sawit dari areal APL diwajibkan untuk memperhatikan dan melibatkan masyarakat/kepala keluarga dari desa-desa yang berada/berbatasan langsung dengan Perusahaan. Adapun pola kemitraan antara Perusahaan dengan masyarakat akan diatur/dibicarakan secara khusus antara Pemerintah dengan Perusahaan dan tetap berpegang kepada prinsip dasar saling menguntungkan, untuk selanjutnya disosialisasikan kepada masyarakat;
 - j. Dalam areal izin lokasi yang kenyataannya masih ada hasil hutan berupa kayu, rotan dan sebagainya, Pemegang izin diberikan kesempatan untuk mengurus pemanfaatannya berdasarkan ketentuan Perundang-undangan yang berlaku di bawah pengawasan Pemerintah Daerah namun tidak boleh menghambat penanaman sawit;
 - k. Pembersihan dalam izin lokasi harus menggunakan teknik yang ramah lingkungan yang tidak merusak Ekosistem Lingkungan Hidup berdasarkan Ketentuan Peraturan Perundang-undangan;
 - l. Pemberian izin lokasi ini hanya diperuntukkan kepada PT. AGRO NUSA ABADI untuk usaha perkebunan kelapa sawit dan tidak dibenarkan dialihkan untuk keperluan penggunaan lain;
 - m. Sebelum melaksanakan kegiatan dai lapangan baik berupa pembukaan lahan, pembuatan base camp, pembuatan jalan terlebih dahulu melakukan study lingkungan sesuai peraturan perundang-undangan yang berlaku;

KEDUA : Pengawasan terhadap pelaksanaan ketentuan sebagaimana dimaksud pada Diktum Pertama Surat Keputusan ini dilaksanakan oleh Kepala Kantor Wilayah Badan Pertanahan Nasional Provinsi Sulawesi Tengah dan

hasilnya dilaporkan kepada Gubernur Provinsi Sulawesi Tengah dan Kepala Badan Pertanahan Nasional Republik Indonesia.

- KETIGA : Surat Keputusan ini berlaku selama 12 (dua belas) bulan sejak tanggal ditetapkan, dan atas permohonan yang bersangkutan selambat-lambatnya 10 (sepuluh) hari sebelum berakhirnya keputusan ini dapat diperpanjang satu kali untuk jangka waktu paling lama 12 (dua belas), setelah mempertimbangkan segala sesuatu baik teknis maupun teknis yang menurut evaluasi Pemerintah Daerah bahwa Perusahaan yang bersangkutan benar-benar telah/dengan sungguh-sungguh berdasarkan ketentuan Perundang-undangan yang serta berdasarkan Program Kerja yang telah disusun.
- KEEMPAT : Apabila di kemudian hari ternyata terdapat kekeliruan dalam Keputusan ini akan diadakan perbaikan sebagaimana mestinya

DITETAPKAN DI : BUNGKU
PADA TANGGAL : 8 DESEMBER 2006

BUPATI MOROWALI
DATLIN TAMALAGI

SURAT KEPUTUSAN INI DISAMPAIKAN KEPADA YTH :

1. Gubernur Sulawesi Tengah di Palu;
2. Ketua Bappeda Provinsi Sulawesi Tengah di Palu
3. Kepala Kantor Wilayah Badan Pertanahan Nasional Provinsi Sulawesi Tengah di Palu;
4. Kepala Dinas Perkebunan Provinsi Sulawesi Tengah di Palu;
5. Kepala Dinas Kehutanan Provinsi Sulawesi Tengah di Palu;
6. Kepala Bappeda Kabupaten Morowali di Bungku;
7. Kepala Dinas Pertanian dan Perkebunan Kabupaten Morowali di Bungku;
8. Kepala Dinas Kehutanan Kabupaten Morowali di Bungku;
9. Kepala Kantor Pertanahan Kabupaten Morowali di Bungku;
10. Camat Petasia di Kolonodade;
11. Kepala Desa masing-masing di Tempat.

BUPATI MOROWALI UTARA

Kolonodale, 9 September 2016

Nomor : 590/0445/ADDUM/IX/2016

Kepada

Lamp. : 1 (satu) berkas

Perihal : Pengaturan Atas Lahan
Abadi Izin Lokasi PT. Agro Nusa
Abadi di Desa Bungintimbe

Yth : 1. Direktur PT. Agro Nusa
2. Kepala Desa Bungintimbe
3. Ketua dan Anggota Badan
Permusyawaratan Desa
Bungintimbe
Masing-masing
Di-TEMPAT-

Memperhatikan hasil laporan Tim Sengketa Lahan Perkebunan dan Kepentingan Publik Lainnya di Kabupaten Morowali Utara atas penyelesaian sengketa lahan pada areal Izin Lokasi PT. Agro Nusa Abadi, dan untuk memberikan kepastian investasi, kepastian hukum kepada semua pihak, Pemerintah Daerah Kabupaten Morowali Utara berdasarkan kewenangan yang dimiliki sebagaimana diatur dalam Peraturan Perundang-undangan, dengan ini menyampaikan kesimpulan sebagai berikut:

I. Izin Lokasi

PT. Agro Nusa Abadi melakukan kegiatan investasi bidang perkebunan kepala sawit di Kabupaten Morowali Utara termasuk di dalamnya Desa Bungintimbe, Kecamatan Petasia Timut berdasarkan izin Nomor 188.45/SK.0762/Umum/2006 tentang Pemberian Izin Lokasi Untuk Keperluan Usaha Perkebunan PT. Sawit Jaya Abadi di Kecamatan Petasia dan Kecamatan Lembo tanggal 8 Desember 2006.

II. Surat Tanah Sebagai Dasar Pengakuan Masyarakat

Dasar pengakuan masyarakat atas lahan di wilayah Desa Bungintimbe adalah dalam bentuk **Surat Izin Pembebasan Pengolahan Tanah** Nomor: 03/15/P/PDT/1992 tanggal 27 Januari 1992 yang dikeluarkan oleh Kepala Desa Bungintimbe an. Bapak Mahmud Sape dengan mengetahui Camat Petasia an. Bapak Drs. Moch. Amirullah Sia, seluas **450** Ha dengan pengaturan sebagai berikut:

- tanah persawahan : 150 Ha
- tanah perkebunan : 150 Ha
- tanah perempangan : 150 Ha

Pada Tahun **1993** Kepala Desa Bungintime an. Mahmud Sape dengan mengetahui Sekretaris Wilayah Kecamatan Petasia an. H. Lande mengeluarkan Surat Keterangan Nomor: 125/15.16.02/DS/BTB/93 tanggal 27 Desember 1993 kepada H. Abidin untuk menggarap tanah seluas **1.400** Ha;

Pada Tahun **1993** Kepala Desa Bungintimbe an. Mahmud Sape dengan mengetahui Sekretaris Wilayah Kecamatan Petasia an. H. Lande mengeluarkan Surat Keterangan Nomor : 101/10.16.02/DS/BTB/93 tanggal ... April 1993 kepada **H. Panaco** untuk menggarap tanah seluas **40 Ha**;

Pada Tahun **1995** Kepala Desa Bungintimbe an. Mahmud Sape dengan mengetahui Camat Petasia an. Drs. Ezra Tumimomor mengeluarkan Surat Keterangan Pertanahan Nomor 82/15.16.02/DS/BTB/1995 tanggal 15 April 1995 kepada **H. Abidin** untuk menggarap tanah seluas **100 Ha**;

Pada Tahun **1996** Kepala Desa Bungintimbe an. Mahmud Sape dengan mengetahui Sekretaris Wilayah Kecamatan an. H. Lande mengeluarkan Surat Keterangan Nomor 13/15.16.02/DS/BTB/96 pada tanggal 9 Maret 1996 kepada **H. Panaco** untuk menggarap tanah dengan luas 1.000 meter dari Sungai Laa, 400 meter lebar sepanjang batas sungai Petangkea;

Pada Tahun **1997** Kepala Desa Bungintimbe an. Mahmuda Sape dengan mengetahui Sekretaris Wilayah Kecamatan an. H. Lande mengeluarkan Surat Keterangan Tanah Nomor 112/10/16/02/DS/BTB/97 tanggal 05 Mei 1997 kepada **H. Abidin** untuk menggarap tanah seluas **100 Ha**;

Pada Tahun **1998** Kepala Desa Bungintimbe kembali mengeluarkan Surat Keterangan Kepala Desa Nomor 179/15.16.02/DS/BTB/1998 tanggal 4 April 1998 dengan mengetahui/menyaksikan Ka. Pembangunan/Lingkungan Hidup an. Ambodale Abdullah yang intinya memberikan hak kepada H. Abidin untuk mengatur lokasi perkebunan dengan ketentuan sebagai berikut :

- lorong 4, 5, 6 dari pinggir sungai 2.500 meter (2,5 km)
- lorong 7, 8, 10 di atas 1.000 meter s/d 1.500 meter

Berdasarkan Surat Izin Pembebasan Pengolahan Tanah tersebut di atas kemudian H. Abidin membagi tanah baik kepada perorangan maupun kepada kelompok Gambaran ini diperoleh setelah memperhatikan semua surat-surat lahan yang disampaikan oleh masyarakat baik dalam bentuk tanda tangan asli maupun foto copy menunjukkan bahwa sebagai induk dari semua surat pengakuan masyarakat di Desa Bungintimbe adalah Surat Keterangan yang dikeluarkan oleh Kepala Desa Bungintimbe sebagaimana diuraikan di atas.

III. Hasil Pengukuran

Hasil klarifikasi lapangan yang dilakukan Tim Sengketa Lahan Perkebunan dan Kepentingan Publik Lainnya di Kabupaten Morowali Utara, dapat diuraikan dara sebagai berikut:

- III.1. Luas keliling areal tanam PT. Agro Nusa Abadi pada wilayah Desa Bungintimbe setelah dimasukkan Batas Desa adalah **2.100,00 Ha**;
- III.2. Pengakuan masyarakat saat klarifikasi lapangan yang posisi tidak tumpang tindih adalah **1.174 Ha**;

- III.3. Luas lahan yang masuk menjadi obyek putusan pengadilan atas gugatan H. Abidin lawan Kaddas adalah **728,00** Ha;
- III.4. Luasan lahan yang dalam kondisi masih tumpang tindih adalah 2.100,00 Ha – 1.174,00 Ha – 728.00 Ha adalah seluas **198,00** Ha, yang mana di dalamnya termasuk Sertifikat Hak Milik.

IV. Pendekatan dan Penegasan Peraturan Perundang-Undangan

IV.1. Penerbitan Izin Lokasi terhadap kegiatan investasi perkebunan dan juga termasuk kepada PT. Agro Nusa Abadi adalah merupakan kewenangan Bupati sebagaimana ditegaskan dalam Keputusan Presiden Nomor 34 Tahun 2003 tentang Menteri Negara Agraria/Kepala Badan Pertanahan Nasional Nomor 2 Tahun 1999 tentang izin Lokasi sebagaimana diubah dengan Peraturan Menteri Negara Agraria dan Tata Ruang/Kepala Bidang Pertanahan Nasional RI Nomor 5 Tahun 2015 tentang Izin Lokasi.

IV.2. Terhadap semua bentuk Surat Keterangan Tanah, Surat Izin Pembebasan Pengolahan Tanah, Surat Keterangan, Surat Keterangan Pertanahan, Surat Keterangan Penyerahan Hak, Surat Keterangan Ganti Rugi Tanah, yang dikeluarkan oleh Kepala Desa Bungintimbe dengan dan tanpa mengetahui Camat, dapat disimpulkan bahwa ***tidak ada yang memenuhi*** sesuai standar yang diamanatkan dalam Peraturan Pemerintah Pengganti Undang-Undang Nomor 56 Tahun 1960 tentang Penetapan Luas Tanah Pertanian, Peraturan Pemerintah Republik Indonesia Nomor 224 Tahun 1962 tentang Pelaksanaan Pembagian Tanah dan Pemberian Ganti Rugi, baik dari sisi kewenangan, isi maupun bentuk surat yang selanjutnya diuraikan sebagai berikut :

- Dari sisi kewenangan, sejak Tahun 1972 sampau dengan saat ini Kepala Desa ***tidak pernah*** diberikan kewenangan untuk memberikan atau menerbitkan Izin Membuka Tanah, terhadap tanah negara (apl) dan jika merujuk pada Peraturan Menteri Dalam Negeri Nomor 6 Tahun 1972 khususnya **pasal 11** secara tegas disebutkan bahwa Keputusan Izin Membuka Tanah untuk luasa sampai dengan 2 Ha adalah **Kepala Kecamatan**, di mana Kewenangan Kepala Kecamatan inipun telah dicabut sesuai Surat Menteri Dalam Negeri No. 593/5707/SJ tanggal 22 Mei 1984.
- Dari sisi luasan, Camat hanya diberi kewenangan sampai dengan **2 Ha** untuk setiap orang sesuai pasal 11 Peraturan xxxx Tahun 1970
- Dari sisi bentuk lain dan Isi Surat Keterangan Penguasaan Tanah, yang dapat diberikan Kepala Desa adalah untuk tanah-tanah yang semula telah mendapatkan Izin Membuka Tanah dari Kepala Kecamatan, Bupati sebagaimana diatur dalam Keputusan Presiden Nomor 34 Tahun 2003 tentang Kebijakan Nasional di Bidang Pertanahan. Kepala Desa dapat saja memberikan Surat Keterangan Penguasaan Tanah untuk lahan-lahan yang telah digarap dengan cara penguasaan langsung dari tanah

negara (apl) akan tetapi dengan luasan tidak lebih dari **2 Ha**. Dalam Surat Keterangan Penguasaan Tanah yang diterbitkan Kepala Desa tersebut harus jelas ***tahun perolehan, kegiatan yang sedang dilakukan atas tanah tersebut serta batas-batasnya.***

- Surat Penyerahan atau Peralihan Hak Atas Tanah non Sertifikat merupakan kewenangan Camat karena jabatannya, untuk Provinsi Sulawesi Tengah mengikuti bentuk dan isi sesuai Keputusan Gubernur Provinsi Sulawesi Tengah Nomor 592.2/33/1993 tanggal 27 Januari 1993 tentang Bentuk dan isi Surat Penyerahan dan Hak Penguasaan Atas Tanah.

IV.3. Mengenai Sertifikat Hak Milik yang diterbitkan sebelum Izin Lokasi PT. Agro Nusa Abadi, di mana obyeknya berada dalam areal tanam perusahaan adalah merupakan surat tanah yang sah dan dapat kuat, di mana keberadaannya diakui oleh Pemerintah Daerah Kabupaten Morowali Utara sebagaimana diatur dalam Peraturan Pemerintah Nomor 24 Tahun 1997 tentang Pendaftaran Tanah.

V. Pengaturan Pemerintah Daerah Kabupaten Morowali Utara

Untuk pengaturan lebih lanjut dan demi kesinambungan kegiatan investasi PT. Agro Nusa Abadi dalam bingkai kebersamaan dengan keberadaan masyarakat sekitar kegiatan operasional perusahaan, maka Pemerintah Daerah Kabupaten Morowali Utara dengan didukung oleh Polres Morowali serta unsur-unsur pemerintahan yang terkait, sebagaimana diatur dalam Undang-Undang RI Nomor 30 Tahun 2014 tentang Administrasi Pemerintahan, mengambil Kebijakan dan menjadi Keputusan Pengaturan, sebagai berikut :

Pertama, bahwa pemberian Izin Lokasi kepada PT. Agro Nusa Abadi sudah sesuai dengan Peraturan Perundang-Undangan yang berlaku dan kepada PT. Agro Nusa Abadi ditegaskan untuk segera melakukan langkah-langkah kongkrit guna mendapatkan hak atas tanah dengan terlebih dahulu membebaskan dari pemegang hak sebelumnya yang sah sebagaimana diatur dalam Peraturan Perundang-Undangan yang berlaku baik dalam bentuk ganti rugi ataupun kesepakatan lain dengan para pihak;

Kedua, untuk surat pengakuan lahan dari masyarakat Desa Bungintimbe yang sesuai klarifikasi lapangan sudah tidak tumpang tindih seluas **1.174 Ha (lampiran 1)** dan mengingat surat pengakuan dimiliki sebagai alas hak tidak memenuhi standar sebagaimana diatur dalam Peraturan Perundang-undangan sehingga Pemerintah Daerah Morowali Utara **tidak dapat** menghargai pengakuan masyarakat dan mengingat biaya penerbitan surat yang dikeluarkan, Pemerintah Daerah Kabupaten Morowali Utara memerintahkan kepada PT. Agro Nusa Abadi untuk menempuh dan/atau memperlakukan sebagaimana solusi di Desa Bunta dengan memberi kompensasi secara keseluruhan terhadap lahan pengakuan yang tidak tumpang tindih sebesar Rp 2.500.000/Ha, setelah semuanya dikompensasi, dimintakan kembali kepada PT. Agro Nusa Abad untuk memisahkan sebesar 20% dari luas tanam yang ada di wilayah Desa Bungintimbe untuk menjadi lahan

kemitraan, sebagaimana diatur pada Peraturan Menteri Pertanian Nomor 98/Permentan/OT.40/9/2013 tentang Pedoman Perizinan Usaha Perkebunan, dan untuk lebih jelasnya diuraikan hal-hal sebagai berikut :

- dana kompensasi diberikan kepada perorangan yang lahannya tidak lebih dari 2 Ha, sementara untuk lahan dalam pengakuan kelompok, Pemerintah Daerah Kabupaten Morowali Utara memberikan kewenangan pengaturan kepada ketua kelompok untuk secara adil, bijak dan kekeluargaan membagi kepada masing-masing anggota kelompok, dengan dan atas pengetahuan Kepala Desa Bungintimbe bersama Camat Petasia Timur, dengan memperhatikan keabsahan dan kelayakan dokumen kependudukan yang dimiliki setiap anggota;
- setiap realisasi pembayaran kompensasi agar dibuatkan dalam bentuk perjanjian dengan mengikuti format standar PT. Agro Nusa Abadi;
- untuk penetapan Calon Petani Plasma, Pemerintah Daerah Kabupaten Morowali Utara menyerahkan pengaturannya kepada Kepala Desa secara bersama-sama dengan Badan Permusyawaratan Desa dan tokoh-tokoh masyarakat untuk merumuskan dan menetapkan peserta dengan ketentuan-ketentuan mengutamakan untuk mengakomodir masyarakat setempat yang ber-KTP Desa Bungintimbe dan atas pengetahuan serta persetujuan Camat Petasia Timur;
- kepada mereka yang telah mendapatkan kompensasi dan bukan merupakan penduduk ber-KTP Desa Bungintimbe, untuk tidak diikutkan dalam program kemitraan.

Ketiga, untuk lahan yang masih tumpang tindih, dan mengingat kepada masing-masing pihak sudah berulang-ulang dilakukan mediasi namun tidak ada titik temu, Pemerintah Daerah Morowali Utara berpendapat dan berketetapan bahwa lahan seluas **198** Ha menjadi areal penggunaan lain (apl), dalam pengeaturannya menjadi bagian Izin Lokasi yang diberikan kepada PT. Agro Nusa Abadi, ***terkecuali*** jika di dalamnya merupakan obyek Sertifikat Hak Milik.

Keempat, untuk Sertifikat Hak Milik, Pemerintah Daerah Morowali Utara, mengakui keberadaannya dan menyerahkan pengaturan kepada PT. Agro Nusa Abadi melakukan pendekatan tentang besaran kompensasi dan/atau bentuk kerjasama;

Kelima, untuk bukti tanam tubuh saat penebangan datau pembersihan lahan, Pemerintah Daerah menyerahkan kepada PT. Agro Nusa Abadi untuk melakukan pendekatan mengenai besaran kompensasinya, untuk kemitraan mengikuti bentuk dan model sebagaimana point kedua di atas;

Keenam, untuk lahan yang menjadi obyek Pengutusan Pengadilan seluas bahwa telah menjadi bagian lahan areal penggunaan lain (apl) dalam Izin Lokasi PT. Agro Nusa Abadi;

Ketujuh, untuk hasil panen semenjak produksi Tahun 2012 sampai dengan Tahun 2016 dalam estimasi perhitungan Pemerintah Daerah Kabupaten Morowali Utara, PT. Agro Nusa Abadi seharusnya sudah memberikan bagian dari hasil produksi sebesar **Rp. 1.575.000.000,-** (satu milyar lima ratus tujuh puluh lima juta rupiah)

kepada masyarakat Desa Bungintimbe berdasarkan perhitungan kemitraan dari luas tanam **2.100** Ha. Namun mengingat bahwa perhitungan tersebut di atas adalah angka estimasi Pemerintah Daerah, untuk itu ditegaskan kepada PT. Agro Nusa Abadi sesegera mungkin melakukan dan memaparkan secara transparan angka-angka perhitungan riil bagian hasil produksi kepada Pemerintah dan Calon Petani Plasma Desa Bungintimbe. Pembayaran dapat dilakukan setelah ada kesepakatan rencana blok kebun plasma antara PT. Agro Nusa Abadi dengan Pemerintah dan Tim Desa Bungintimbe. Selanjutnya, mengingat Daftar Calon Petani Plasma Desa Bungintimbe belum tersedia, sehingga dana bagian hasil tersebut di atas dapat dikelola dan dipergunakan secara bersama dalam menunjang dan mendorong perekonomian masyarakat yang pengaturannya diserahkan kepada Kepala Desa, bersama BPD dan tokoh-tokoh masyarakat Desa Bungintimbe untuk membicarakan secara musyawarah, terbuka dan dalam suasana kekeluargaan;

Kedelapan. kesimpulan dan pengaturan Pemerintah Daerah ini *bersifat final*, namun jika ada pihak yang merasa keberatan dan belum menerimanya, Pemerintah Daerah Morowali Utara menegaskan bahwa tidak akan melakukan mediasi lanjutan dan mempersilakan menempuh jalur hukum.

Demikian hal-hal yang dapat kami sampaikan menjadi kesimpulan dan pengaturan Pemerintah Daerah Kabupaten Morowali Utara, atas perhatian dan kerjasamanya diucapkan terima kasih.

BUPATI MOROWALI UTARA,

APTRIPEL TUMIMOMOR

Tembusan Kepada Yth :

1. Gubernur Sulawesi Tengah di Palu
2. Kapolres Morowalu di Korowou
3. Ketua DPRD Kabupaten Morowali Utara di Kolonodale
4. Kepala Dinas Pertanian, Kelautan dan Kehutanan Kabupaten Morowali Utara di Kolonodale
5. Kepala Kantor Perwakilan Pertanahan Kabupaten Morowali Utara di Kolonodale
6. Camat Petasia Timur di Bungintimbe

DATA DAN LUASAN LAHAN
HASIL KLARIFIKASI DAN PENGUKURAN ATAS PENGAKUAN MASYARAKAT DESA BUNGINTIMBE
PADA AREAL TANAM PT. AGRO NUSA ABADI

LUAS KELILING

Luas keliling areal tanam PT. Agro Nusaa Abadi adalah 2.100 Ha

DAFTAR NAMA PERORANGAN DAN KELOMPOK SERTA LUASAN LAHAN BERDASARKAN PENGAKUAN

1	2	3				6
			4	5		
	Dg. MANGKAU		889.348	88,93		
	PU		14.280	1,43		
	Dg. MANGKAU		494.846	49,48		
	ABIDIN		197.761	19,78		
		1. AMBO LIPE	109.156	10,92		
	ABIDIN		787.524	78,75		
		1. H. ABD. RAHMAN	18.398	1,84		
	ANACO		2.089.214	208,92		
	SLAN		401.270	40,15		
	MASRI		596.495	59,64		
	SAFRUDIN PANE		656.876	65,69		
	MAS		458.714	45,87		
	Dg. MANGKAU		461.074	46,11		
	AKRI Dg. MANGIRI		113.433	11,34		
	ABIDIN		111.193	11,12		
	MASRI		48.746	1,87		
	BO TANG					

		1. BURHANUDDIN	18.919	1,89	
		2. ARDIANSYAH	20.041	2,00	
		3. SAFAR	19.569	1,96	
		4. NOVI FEBRIANTI	19.714	1,97	
		5. MUH. TUTU	11.124	1,11	
		6. ANDI FAHRUDIN	9.657	0,97	
JUMLAH 1			7.547.552	754,76	
1	2	3	4	5	6
		7. HASRIANTO	10.109	1,01	
		8. HASANUDDIN	10.238	1,02	
		9. MUH. SAH	19.139	1,91	
		10. JUMARDIN	19.450	1,95	
		11. LAHAJI	22.598	2,26	
		12. AMBO TANG	22.500	2,25	
		13. SITI	21.307	2,13	
		14. HAMSA	20.448	2,04	
		15. JAFAR	19.439	1,94	
		16. HASMA	19.685	1,97	
		17. HASINDAR	20.217	2,02	
		18. HALE	20.471	2,05	
		19. DONNA	20.838	2,08	
	MAD YUDI		180.577	18,06	
	TAM		145.146	14,51	
	MASOA		644.708	64,47	
	KADIR		63.714	6,37	
	BO EMME		81.740	8,17	
	H. HANAFI		19.558	1,96	
	HAJRIN		19.777	1,98	

UMIN			25.073	2,51	
BO ASSE FARIDA			469.415	46,94	
		1. HAIRIL ANWAR	40.030	4,00	
		2. HASRIANI	19.630	1,96	
		3. TANDI	20.400	2,04	
		4. ALIMIN	20.400	2,04	
		5. TOKENG	20.400	2,04	
IMA			115.295	11,53	
U			24.198	2,42	
RI Dg. MANGKIRI			84.473	8,45	
MAS			240.505	24,05	
JUMLAH 2			2.481.478	248,15	
1	2	3	4	5	6
	MBO EMME		61.251	6,13	
	ABIDIN		80.227	8,02	
	MBO ASSE MENGGONG		62.354	6,24	
	MBO LAWANG		51.069	5,31	
	RI Dg MANGGIRI		30.248	3,02	
	MBORA		7.571	0,76	
	HAMMA		14.843	1,48	
	SE BAHAR		14.419	1,44	
	A		16.147	1,61	
	MUSTAPA		20.238	2,02	
	HAIR		19.752	1,98	
	ODAS		17.928	1,79	
	MUHAMMADIA				
		1. KADDAS	14.296	1,43	
		2. RIRIN	16.233	1,62	

		3. SRIWAHYUNI	23.162	2,32	
		4. SANGGAU	58.746	5,87	
		5. HERI	25.752	2,58	
		6. M. SARIF	20.642	2,06	
		7. SAKKA	22.268	2,23	
		8. BEDDU LATIF	26.547	2,65	
		9. AHMAD AIDI	8.671	0,87	
		10. SAHRI	19.186	1,92	
		11. TEKKE	19.007	1,90	
		12. MURNI	19.232	1,92	
		13. HAWANG	19.772	1,97	
		14. HASNAWATI	28.824	2,88	
		15. SAMSU	28.991	2,90	
		16. IPA	17.806	1,78	
		17. AMBO OMPENG	17.281	1,73	
		18. NUNUNG	16.344	1,64	
		19. UDIN	14.636	1,46	
JUMLAH 3			815.393	81,54	
1	2	3	4	5	6
			137.384	13,74	
	S		115.180	11,52	
	SSAMULA		271.217	27,13	
		1. BEDDU	5.124	0,51	
		2. H. BASO AMIRULLAH	27.880	2,79	
	ONI				
		1. H. SAGONI	15.231	1,52	
		2. RIJAL MAULANA	9.573	0,96	
		3. SYAMSIAH	11.600	1,16	

		4. H. RUSDIANTO	18.818	1,88	
		5. MUH. HANAFI	15.926	1,59	
		6. HAMKA	11.817	1,18	
		7. H. NURDINI	7.570	0,76	
		8. MUSAWIR	12.107	1,21	
		9. ROSMAWATI	13.129	1,31	
		10. H. PATIHA	16.120	1,61	
		11. HIJRATUL HASANAH	8.339	0,83	
		12. ABD. KADIR	11.161	1,12	
		13. H. BADERUDDIN	11.880	1,19	
		14. SUNNAIKA	10.075	1,01	
		15. KURNIA	7.767	0,78	
		16. SAKKA	4.463	0,45	
		17. SULTAN	9.936	0,99	
		18. HAERUDIN	8.056	0,81	
		19. SERAI	4.872	0,49	
		20. ANTON	4.015	0,40	
		21. BAHARUDDIN	15.584	1,56	
		22. H. SEMMA	10.134	1,01	
		23. AHMAD AIDI	9.143	0,91	
		24. SURAHMAN	9.814	0,98	
JUMLAH 4			813.975	81,40	
1	2	3	4	5	6
		25. SUKIMAN	9.980	1,00	
		26. SUHERMAN	9.792	0,98	
		27. SAMUJI	9.862	0,99	
		28. AMBO OMPENG	9.949	0,99	
		29. NUR HASANAH	10.565	1,06	

	30.	37.994	3,80
JUMLAH 5		88.142	8,81
JUMLAH TOTAL		11.746.540	1.174,65

Kolonodale, 17 Juni 2016
Koordinator Pengukuran Kantor Perwakilan Pertanian
Kabupaten Morowali Utara

D A R M A N A, Ptnh
NIP. 19710707 1999103 0004

KESIMPULAN RAPAT

TANGGAL, 22 AGUSTUS 2016

SETELAH TIM PEMERINTAH DAERAH KABUPATEN MOROWALI UTARA MENYAMPAIKAN LAPORAN AKHIR KEPADA BAPAK BUPATI MOROWALI UTARA DAN MENDENGARKAN SARAN-SARAN DARI BERBAGAI PIHAK DISEPAKATI HAL-HAL SEBAGAI BERIKUT :

- 1) PESERTA RAPAT MENYEPAKATI MENERIMA LAPORAN TIM PENYELESAIAN SENGKETA LAHAN PEKEBUNAN DAN KEPENTINGAN PUBLIK LAINNYA DI KABUPATEN MOROWALI UTARA UNTUK MENJADI PETENAPAN KEBIJAKAN LEBIH LANJUT DARI BAPAK BUPATI MOROWALI UTARA ATASNAMA PEMERINTAH DAERAH KABUPATEN MOROWALI UTARA;
- 2) APARAT KEAMANAN BAIK PIHAK POLRES MOROWALI MAUPUN TNI AKAN MEMBERIKAN DUKUNGAN PENUH TERHADAP KEBIJAKAN DAN PENGATURAN PEMERINTAH YANG AKAN DITETAPKAN;
- 3) PEMBAYARAN KOMPENSASI DARI PT. AGRO NUSA ABADI KEPADA MASYARAKAT, AKAN DILAKUKAN APABILA DATA KEPENDUDUKAN DINYATAKAN SUDAH SESUAI DAN ATAS PENGETAHUAN KEPALA DESA BUNGINTIMBE, BADAN PERWAKILAN DESA BUNGINTIMBE DAN CAMAT PETASIA TIMUR;
- 4) PEMBAYARAN BAGIAN DARI HASIL AKAN DIBERIKAN OLEH PT. AGRO NUSA ABADI BERDASARKAN PERHITUNGAN RILL DARI PERUSAHAAN DAN DILAKUKAN SETELAH ADA KESEPAKATAN BERSAMA PENEMPATAN BLOK PLASMA DESA BUNGINTIMBE;
- 5) DEMIKIAN KESIMPULAN RAPAT INI DIBUAT UNTUK MENJADI PERHATIAN BERSAMA.

NO	NAMA	JABATAN	TANDA TANGAN
1	2	3	4
1	APTRIPPEL TUMIMOMOR	BUPATI	
2	MOH. ASRAR ABD. SAMAD	WABUP	
3	IR. SYAFII FADLI	DPRD	
4	YALBERT TULA	SEKDA	
5	NERGON	KANIT SAT INTELKAM POLRES MOROWALI	
6	MARHENIS MARAMU	BPN	
7	DARMAN	BPN	
8	S YAN LAMANDASA	DINAS PERTANIAN	

BUPATI MOROWALI UTARA

Kolonodale, 20 Maret 2017

Nomor : 550/0202/DISHUPERKIM/III/2017

Lamp :

Perihal : Penyelesaian Masalah

Kepada

Yth:

1. Kepala Desa Moliono
 2. Ketua dan Anggota BPD Molino
 3. Ketua dan Anggota Tim Lahan
Desa Moliono
- Di –MOLINO

Menjawab Surat Tim Penyelesaian Lahan PT. ANA Desa Moliono Nomor 01/TIM.DS.MLN/II/2017 tanggal 7 Februari 2017 perihal Permohonan Rekomendasi, dengan ini Pemerintah Daerah mengarahkan hal-hal sebagai berikut :

1. Pada prinsipnya Pemerintah Daerah sangat mendukung jika Tim Desa bersama-sama Kepala Desa dan BPD memiliki niat untuk menyelesaikan permasalahan pada areal PT. Agro Nusa Abadi secara musyawarah dan kekeluargaan.
2. Dalam upaya atau langkah-langkah penyelesaian masalah tersebut, hendaknya dapat mendengarkan saran-saran dan masukan dari semua komponen yang terkait sehubungan dengan obyek sengketa, sebelum menetapkan kesimpulan dan guna menghindari adanya gugatan di kemudian hari.
3. Setiap kesimpulan yang disepakati agar dituangkan dalam berita acara dan ditandatangani oleh semua pihak.
4. Untuk keputusan yang sifatnya sebagai kebijakan yang harus diambil oleh Pemerintah Daerah Kabupaten Morowali Utara, agar didukung dengan data-data yang kongkrit dan bukan merupakan opini atau pendapat.
5. Setiap langkah-langkah penyelesaian yang akan dilakukan agar dikoordinasikan dengan Camat, Kapolsek, Dan Ramil setempat.

Demikian hal-hal disampaikan untuk menjadi perhatian, atasnya diucapkan terima kasih

BUPATI MOROWALI UTARA,

APTRIPPEL TUMIMOMOR

Tembusan Yth :

1. Ketua DPRD Kabupaten Morowali di Kolonodale
2. Kapolres Morowali di Kolonodale
3. Tim Penyelesaian Sengketa Lahan Perkebunan dan Kepentingan Publik Lainnya di Kolonodale
4. Kepala Perwakilan Kantor Pertanahan Morowali Utara di Kolonodale
5. Camat Petasia Timur di Bungintimbe
6. Kapolsek Petasia di Kolonodale
7. Dan Ramil Petasia di Kolonodale

Lampiran 01

Kepada Yth.

Bapak Kepala
Badan Pertanahan Nasional
Kabupaten Morowalo
Di Bungku

Dengan hormat,

Sehubungan dengan diadakannya Verifikasi lahan Masyarakat Molino oleh tim verifikasi lahan Kabupaten Morowali, ternyata lahan Masyarakat Desa Moliono telah diterbitkan Sertifikat yang baru khususnya di lahan cadangan. Di antaranya :

1. Dan Yon Cs 90 buah @ 2 Ha = 180 Ha
2. PPAN 261 buah @ 2 H = 522 Ha

Dari ke 2 (dua) jenis sertifikat baru ini, kami Masyarakat Desa Molino tidak memilikinya. Oleh sebab itu melalui surat ini kami Masyarakat Molino, memohon kepada bapak untuk dapat diberikan data (Print out) dari ke 2 (dua) jenis Sertifikat tersebut. Adapun tujuannya adalah untuk mengklarifikasi antara data Print Out dengan Masyarakat yang berdomisili di Desa Molino.

Demikian surat ini kami buat dengan harapan bahwa Bapak dapat memenuhinya.

Moliono, 06 November 2010

Masyarakat Desa Molino

Tembusan :

1. Kepada Yth. Bupati Morowali di Bungku
2. Kepada Yth. Kapolres Morowali di Korowou
3. Kepada Yth. Camat Petasia di Kolonodale
4. Kepada Yth. Polsek Petasia di Kolonodale
5. Kepala Yth. DANRAMIL 1307-07 Petasia di Kolonodale
6. Arsip

1	HARIANTO		
2	LUTHFI WARIDI		
3	YASMIN A		
4	WAHYUDI		
5	ANDRI		
6	NOLVYANUS R		
7	MISRAN M		
8	HERMANTO		
9	MIRSALUN S		
10	SUTARDIN D		
11	KAMARUDIN		
12	ALADIN		
13	ARFIN		
14	SUMARTO		
15	ASGAR		
16	MUCHTAR B		
17	SYARIFUDIN A		
18	FATMAWATI		
19	AMIR KUMAPE		
20	SAID		
21	MANSUR		
22	HIMASERE		
23	SUARDI		
24	ARIFIN		
25	USMAN N		
26	KASMAN		
27	ABUN		
28	MUHLIS		
29	MURSID		
30	SARINA/SURIYADI		
31	ILIAS/SARINI		
32	KRISNO		
33	MAHYUDIN		
34	JISMAN		
35	AMIN		
36	IRWAN		
37	SAMSUL		
38	YANUS		
39	PACI		
40	NASRUDIN		
41	JONI		
42	SAMSON		
43	JACKY		

C. Salinan Dokumen Izin PT. SAWIT JAYA ABADI

(SK BUPATI : IZIN LOKASI PT. SJA)

(SK BUPATI : IZIN PEMBUKAAN LAHAN PT. SJA)

(SK BUPATI : IZIN PERSETUJUAN IJIN USAHA PERKEBUNAN PT. SJA)

Appendix 2 Media Study on Palm Oil Farmers Welfare in Central Sulawesi

Date	Problem	Involved Parties	How	Cause	Place	Solution	Key actor	Link
19/5/7	Peremajaan perkebunan kelapa sawit	Kepala Dinas Perkebunan dan Peternakan, warga, BPDKS	Program peremajaan perkebunan sawit melalui BPDKS	Harga jual rendah	Tolitoli	Sosialisasi	Kepala Dinas Perkebunan dan Peternakan Tolitoli	https://rri.co.id/daerah/669548/ribuan-hektar-sawit-ditolitoli-diremajakan
19/5/14	PT HIP tidak bayar SHU	Koperasi Tani Amanah, Pemda, PT HIP	Petani mengancam memblokir lahan Sawit	PT HIP belum membayar Sisa Hasil Usaha (SHU) kepada petani	Kab. Buol	Penuhi tuntutan petani	Ketua Koperasi Tani Amanah	https://suarapalu.com/pt-hip-tidak-bayarkan-shu-sejak-2015-petani-sawit-di-buol-ancam-blokir-lahan-dan-kantor/
19/6/19	Mogok kerja	Anggota Koperasi Tani Plasma Amanah dan PT HIP, dan Pemkab	Anggota Koperasi Tani mogok kerja dan menutup area kebun sawit PT HIP	SHU tidak dibayar perusahaan kepada petani	Kab. Buol	Transparansi keuangan dan hasil kebun	Ketua Koperasi Tani Amanah	https://suarapalu.com/pt-hip-ccm-tak-bayarkan-hasil-produksi-sesuai-aturan-petani-sawit-buol-gelar-aksi/
19/7/24	PT ANA Morowali Sejahterakan Masyarakat Melalui Kebun Plasma	PT ANA, Kepala Desa Bungtingtimbe	PT ANA menjalin kerjasama kemitraan pembangunan dan pengoperasian sawit dengan Desa Bungtingtimbe	Perusahaan berusaha memberikan pemahaman ke masyarakat terkait manfaat perusahaan	Morowali Utara		Kepala Desa Bungtingtimbe, Legal Area PT ANA, Community Development Area	https://brita.id/utama/melirik-upaya-pt-ana-morowali-sejahterakan-masyarakat-melalui-kebun-plasma/

19/7/25	Warga menolak keberadaan PT ANA	PT ANA, warga Desa Molino, Toara, Bungintimbe, Bunta dan Tompira, Walhi, Pemkab Morut	Warga lima desa di Kabupaten Morowali Utara melakukan demonstrasi	Terjadinya dampak sosial: pencemaran lingkungan, penyerobotan lahan bersertifikat dan intimidasi terhadap warga, perusahaan tidak memiliki HGU	Morowali Utara	Perusahaan memberikan ganti rugi, cabut izin PT ANA	Koordinator lapangan aksi, Manager kampanye Walhi	https://bengkulu.antaranews.com/berita/74074/warga-lima-desa-desak-pembkab-cabut-izin-pt-ana
19/9/16	Pembangunan Pabrik Sawit, PT BJS	Anggota DPR RI, Bupati Morowali, Direktur PT BJS	Peletakan Batu Pertama Pembangunan Pabrik Sawit, PT BJS	Meningkatkan kerja sama antara pabrik dan petani	Morowali		Direktur PT BJS	https://www.kabarselebes.id/berita/2019/09/16/peletakan-batu-pertama-pembangunan-pabrik-kelapa-sawit-pt-bjs-target-operasional-mei-2020/
19/10/8	Petani Adukan Perampasan	Petani Sawit Donggala, Milieudefense,	Melakukan protes kepada ABN-AMRI di Amsterdam	Perusahaan dituduh melakukan kriminalisasi	Kab. Donggala	ABN-AMRO meminta untuk menghentikan investasi	Hemsi	https://jurnalnews.id/petani-sawit-donggaladukan-perampasan-

	Tanah ke ABN-AMRO	Petani, Bupati Luwu Utara, PMKS PT. Surya Sawit Sejahtera	Hadirnya PMKS PT. Surya Sawit Sejahtera memicu terjadinya persaingan harga yang menguntungkan petani	dan perampasan tanah petani	Kab. Luwu Utara	dan gunakan pengaruhnya agar petani mendapatkan haknya		tanah-ke-abn-amro-di- belanda/
19/11/5	Harga sawit naik			Kehadiran PMKS PT. Surya Sawit Sejahtera			Petani	<a href="https://sulsel.pojoksat
u.id/baca/harga-sawit-
naik-petani-ucapkan-
terima-kasih-ke-
pemda-lutra">https://sulsel.pojoksat u.id/baca/harga-sawit- naik-petani-ucapkan- terima-kasih-ke- pemda-lutra
20/7/17	Pengambil alihan lahan secara paksa	PT KLS dan petani	Perusahaan merayu petani untuk menjadi petani plasma	PT KLS mengklaim kalau lahan itu milik perusahaan karena masuk dalam HGU	Kab. Banggai	Penuhi hak petani	Ibu Samria	<a href="https://sulawesi.co
m/sulteng/cerita-
pasutri-di-banggai-
bertahan-hidup-
dalam-cengkeraman-
perusahaan-sawit/">https://sulawesi.co m/sulteng/cerita- pasutri-di-banggai- bertahan-hidup- dalam-cengkeraman- perusahaan-sawit/
20/7/29	Program Sawit Rakyat Amburadul	Gabungan Kelompok Tani	Terjadi pemutusan kontrak antara CV Bank Tani Maju dengan 6 Gapoktan karena intervensi Dinas Pertanian dan Perkebunan Kabupaten Morwali	Diduga dirugikan birokrasi Dinas Pertanian dan Perkebunan Kabupaten Morwali	Morwali	Mediasi, musyawarah	Pengacara dan Konsultan Hukum Tetap CV Bank Tani Maju	<a href="https://metrosulawesi.i
d/2020/07/29/amburad
ul-program-sawit-
rakyat-di-morowali/">https://metrosulawesi.i d/2020/07/29/amburad ul-program-sawit- rakyat-di-morowali/

Appendix 3 Palm Oil Plantation Documentation





Anggota Koalisi Responsibank Indonesia



ResponsiBank Indonesia



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www.responsibank.id

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