



FRV MASRIK
Closed Joint Stock Company

**Consulting Services for Preparation of the Livelihood
Restoration Plan (LRP)
for “Masrik 1 Solar Power Plant” Project
Livelihood Restoration Plan (LRP)**



PREPARED BY: EA ENERGY ADVISORY



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ABBREVIATIONS AND ACRONYMS

CC	Construction Contractor
DMS	Detailed Measurement Survey
EBRD	European Bank for Reconstruction and Development
EMF	Electric and Magnetic Fields
ESIA	Environmental and Social Impact Assessment
ESMP	Environmental and Social Management Plan
IA	Implementation Agency
IFC	International Finance Corporation
IFI	International Financial Institution
HH (=AH)	Household (=Affected Household)
kV	kilovolt
kWh	kilowatt-hour
LSGB	Local Self Governance Body
LRP	Livelihood Restoration Plan
LRP PIC	LRP Preparation and Implementation Consultant
Mwh	Megawatt-hour
MEINR	Ministry of Energy Infrastructures and Natural Resources of RA
MNP	Ministry of Nature Protection of RA
MC	Ministry of Culture of RA
MTCIT	Ministry of Transport, Communication and Information Technologies of RA
MLSA	Ministry of Labor and Social Affairs of RA
NGO	Non-Governmental Organization
OTL	Overhead Transmission Line
PSRC	Public Services Regulatory Commission
PC	Public Consultations
PAP (=AP)	Project Affected Person
PV plant	Photovoltaic power plant

R2E2 Fund	Armenia Renewable Resources and Energy Efficiency Fund
RA	Republic of Armenia
RAP	Resettlement Action Plan
ROW	Right of Way
RPF	Resettlement Policy Framework
RE	Renewable Energy
SNCO	State Non-Commercial Organization
SES	Social-Economic Survey
TOR	Terms of Reference
WB	World Bank

1. INTRODUCTION

1.1. Scope of This Document

1. This document is the Livelihood Restoration Plan (LRP) prepared for the planned construction of Solar PV Power Plant with installed capacity of 55 MW and respective 110kV double circuit OTL (Overhead Transmission Line) with length of 9.2km connecting the plant to the grid in Armenia (Project) for “FRV Masrik” CJSC (Developer), founded by FRV S.L. and FSL Solar S.L., two companies specialized in the development, construction and operation of solar power plants. It was developed by “EA Energy Advisory” LLC`s social and resettlement expert Arsen Hayriyan.
2. This document reflects FRV's work to date in relation to land access and livelihood restoration, and details plans and commitments for securing access to land in a way that complies with Armenian legislation and international requirements, particularly from the International Finance Corporation (IFC) and European Bank for Reconstruction and Development (EBRD). The Project will seek to reach negotiated settlements with as many affected landowners and land users as possible but may use expropriation as a last resort. As a result, the requirements of IFC pertaining to involuntary resettlement (IFC's Performance Standard 5 and EBRD Performance Requirement 5) are applicable, and the development of a resettlement planning instrument is mandatory. This document is meant to comply with these requirements. It is a "Livelihood Restoration Plan" per paragraph 25 of PS5 and paragraph 36 of PR5. Paragraph 19 of PS5 and paragraph 26 of PR5 pertaining to Physical displacement is not applicable as no physical displacement is entailed.

1.2. Project description

3. The project is located in Mets Masrik, Poqr Masrik and Arpunq villages in the Gegharkunik Marz (administrative unit) in eastern part of Armenia. The PV plant will be entirely located in the territory of Mets Masrik and the OTL will go through the territory of Poqr Masrik and Arpunq villages. The project is estimated to have an installed capacity of 55 MW and projected average annual generation of 89 million kWh. The project will be connected to the distribution network through a 9.2 km double circuit 110kV OTL to be linked to the existing distribution lines, which are owned by ENA.

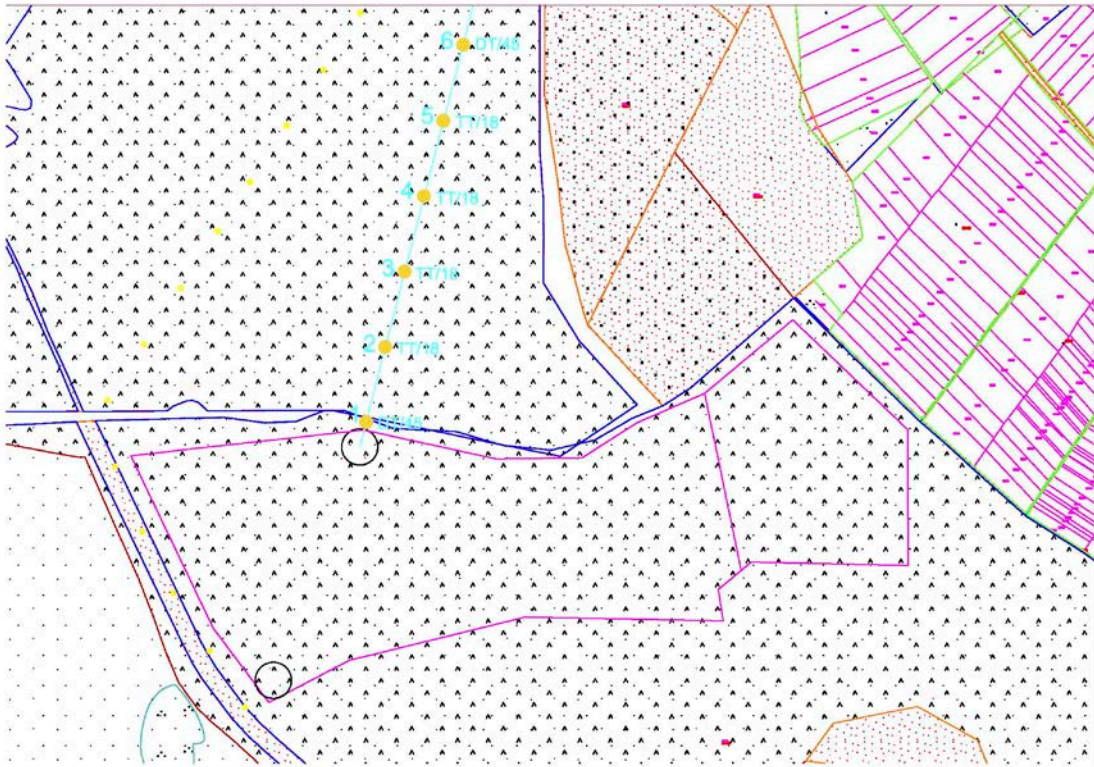


Figure 1-1: Site Location (Full size Map is illustrated in Appendix 12)

4. The site for the power plant consists of two parts of land plot with area of 97.4ha and 32.7ha (total area 130.1ha, see Expert's Conclusion provided by agronomist on the Productive Value of Donated Pasture Land Plot, Appendix 11). The land plot with area of 97.4 was donated to the R2E2 as Implementation Agency by Mets Masrik Community and now is owned by the Developer. Social due diligence was conducted for that area in accordance with WB's social safeguards policies in 2018. A resettlement policy framework was prepared for the project in September 2016 and was updated in 2018 based on the social due diligence results. The area of 32.7ha is owned by Mets Masrik community, and is in the process of being sold to the Developer.
5. The OTL connecting the plant to the grid will run over agricultural lands which belong to private owners and community and are used for agriculture and livestock grazing. The route was chosen so that the impact on private land is minimal. This was the cause of another problem, namely the location of more than one tower in the territory of one land parcel. Nevertheless, the impact on agricultural land in each separate case is minor, less than 10 percent of each land parcel is affected. Anyhow APs have the right to apply to Developer and ask to acquire the affected land entirely if the affected land cannot be used for the same purpose for which it was used before land alienation or if the inalienable part of the property is insignificant compared to the alienable part.

1.3. Description of the project components for which land acquisition and compensation payment is required

1.3.1. Construction of the power plant

6. As was mentioned above the land plot with area of 97.4ha is owned by the Developer. The additional 32.7ha of community owned agricultural pastureland (belongs to Mets Masrik community) will be acquired by the Developer.

1.3.2. Construction of the 110 kV OTLs connecting the plant to the grid

7. Land acquisition is required for all components that have a permanent impact on land and land use. Land acquisition will be required only for construction of tower foundations. From 69-146 m² of land (depending on tower type) will be acquired for each tower. The lands in the RoW¹ can be used for agricultural purposes and land acquisition for those lands will not be required. Developer will acquire servitude right towards the lands in the RoW of the OTL in accordance with Land Code of Armenia.

8. Compensation will be required for:

- Damages to crops / trees during land survey;
- Damages to crops / land for construction of temporary² access roads;
- Damages to crops for lay down areas and during stringing procedure;
- Land required for construction of towers of 110kV OTL;
- Land required for location of the Grid Connection Equipment;
- Acquisition of Servitude right for the lands in the RoW

1.4. Project Cut-Off Date

9. The cut-off date for the Project is the date of drawing up of the affected property/assets description protocols (which should lead to the signing of protocols by PAP and the acquirer) and for illegal occupation is set as February 1, 2019, which is the date when the census and assets inventory surveys started. All people, organizations moving into the project area and/or people conducting construction works, planting trees, other improvements etc. after the cut-off date are non-eligible PAPs and thus will not receive any compensation. The announcement on the cut-off date was posted in Local Self Governance Bodies (LSGBs) offices (See Appendix 3) on the date of the public consultations in each locality. Details on the definition of the Cut-off date were provided to PAPs during formal public consultation (PC) meetings and communicated together with description protocol.

¹ Surface area along the route of the Overhead Transmission Line which is limited at both sides by vertical planes at the distance of 20m from the border conductors.

² Only temporary access roads will be required for OTL construction.

2. INSTITUTIONAL AND LEGAL FRAMEWORK

2.1. Institutional Framework

10. **Lenders (International Financial Institutions IFC and EBRD):** 80% of the Project budget will be financed from the loan provided by IFC and EBRD.
11. **Implementation Agency (R2E2 Fund):** IA is responsible for overall project implementation monitoring. The R2E2 provided updated RPF and Social Due Diligence Report to the selected Developer for further guidance on LRP preparation.
12. **Developer (FRV Masrik CJSC.): FRV S.L. and FSL Solar S.L.** founded a local project company “FRV Masrik” CJSC through which the project is being implemented. Developer is responsible for overall project implementation and reporting to Lenders and IA.
13. **LRP Preparation and Implementation Consultant (LRP PIC):** The Developer hired a consulting company (EA Energy Advisory LLC hereafter LRP Preparation and Implementation Consultant (LRP PIC)) who has qualified environmental and social safeguards experts in its staff. The consultant developed ESIA report (including ESMP) and this LRP. The consultant is also responsible for LRP implementation.
14. **EPC Contractor:** the contractor will prepare the design of the PV plant and will be responsible for construction and operation of the PV plant during the first two years after its commissioning.
15. **Other Stakeholders:** Other Stakeholders of the project within the Government of RA and the non-governmental sector of RA are:

2.2. Institutions of the Government of Armenia:

- Ministry of Energy Infrastructures and Natural Resources
- Ministry of Nature Protection (MNP)
- Department of Protected Areas of MNP
- Environmental Expertise SNCO of MNP
- Hayantar SNCO (Forest) of MNP
- Ministry of Culture (MC):
- Agency for Protection of Historical and Cultural Monuments of the MC
- State Committee of the Real Estate Cadaster

2.3. Local Branches of State Institutions:

- Local Cadaster Offices of Gegharkunik Marze;
- Environmental Departments of Gegharkunik Marze;
- Departments of the Protection of Monuments of Gegharkunik Marze.

2.4. NGOs

- WWF Armenia
- Women’s Resource Centre

- Association of Women with University Education
- Biosophia Health, Environment and Agricultural Development Center
- “BURG” Youth Environmental Center
- “EcoLur” Informational NGO

16. The key implementers and stakeholder’s matrix with detailed description of their roles and responsibilities are presented below.

Table 2-1: Key Implementers and Stakeholders Matrix

No.	Stakeholder	Role / Responsibility
1	Lenders (IFC and EBRD)	<ul style="list-style-type: none"> • Lender of the Project • Monitoring of Safeguard compliance; supervision of project, initiate and review LRP and provide clearance to contract awards and signing / initiation of civil works to the Project.
2	Implementation Agency	R2E2 Fund is responsible for overall project implementation monitoring.
3	Developer	<ul style="list-style-type: none"> • Preparation of LRP and Implementation of LRP / RPF provisions due to modifications and impacts occurring during preconstruction and construction process related to disturbances, respect of suitable construction periods in agriculture areas (to minimize destruction of crops) in addition to implementation of ESMP (The responsibility for LRP preparation and implementation is delegated to LRP PIC). • Implementation of Grievance Redress Mechanism. A person of staff responsible for grievance procedure who will provide technical assistance to the Developer in handling any grievances that may arise during LRP preparation and implementation. • Implementation of continuous Public Consultations prior to and during physical works. • If vulnerable affected people are identified following census completion, then the CC will appoint professional advocates (social workers / legal experts) to assist those people during the entire process, and to act as independent advocates for them should any grievances arise. • Preparation of regular monitoring reports on the status of LRP preparation and implementation, including details of any complaints that arose and how they were handled.
4	LRP Preparation and Implementation Consultant (LRP PIC)	<ul style="list-style-type: none"> • Conducting of detailed measurement survey, inventory, census and socio-economic survey; • Preparation of a description protocol of each affected asset; • Conducting of Public Consultation during the LRP preparation and implementation period; • Implementation of Grievance Redress Mechanism during the LRP preparation and implementation period; • Preparation and Implementation of the LRP and ESIA reports in accordance with IFC PS5 and EBRD PR5.

No.	Stakeholder	Role / Responsibility
5	EPC Contractor	<ul style="list-style-type: none"> The EPC Contractor will be responsible for Implementation of Grievance Redress Mechanism, arranging pre-construction Public Consultations and payment of compensations for damages during the construction period. The EPC Contractor will also be responsible for ESMP implementation.
6	External Monitoring Consultant (to be hired by Developer), if needed	<ul style="list-style-type: none"> Monitor LRP implementation; Monitor the payment of individual compensation and the handling of individual complaints under the grievance redress mechanism; Identify noncompliance with and violation of provisions of RPF and LRP; Preparation of the LRP compliance report.
7	Ministry of Nature Protection / Environmental Inspectorate	Controls Environmental Compliance of Construction Activities
8	SNCO for Environmental Expertise	Provides Environmental Expertise Conclusion
9	Ministry of Energy Infrastructures and Natural Resources	Implements the activities of a state authorized body in energy sector
10	Ministry of Culture / Agency for Protection of Historical and Cultural Monuments	Accompanies design team to ensure that cultural heritage sites are bypassed or over-spanned
11	The State Committee of Real Property Cadaster of the Government of RA	Responsible for providing information about the status of real estate ownership, and is in charge of the state registration of ownership
12	Local Courts	Review the cases of expropriation issues, carry out a hearing and decide whether the land can be expropriated and at what price
13	Independent Asset Valuators	Licensed private company who are hired to evaluate the affected assets
14	Community leaders of all affected villages	Accompany design team to design bypasses of private lands
15	NGOs (i.e. WWF, Social and Environmental Association, regional NGOs, Aarhus Centers)	Advocacy for PAPs and Environmental Good Practice; Participation in Public Consultation
16	Women's organizations / Women's Regional Council	Support the Developer in consulting on LRP, supporting women headed vulnerable households.
17	Social Workers / Legal experts	Support vulnerable households / support households without legal land titles in legalization procedure

2.5. Legal Framework

17. The RA legislation provides several legal options for land alienation, donation and possession as described below. The following main options of property right acquisition in respect of lands were or will be used within the project:

- **Voluntary land donations (VLD)** in accordance with Civil Code and Land Code of RA: Communities or individuals may agree to voluntarily provide land for projects for desired community benefits. The operative principles in VLD are “informed consent and power of choice”
- **Acquiring land with agreed conditions** in accordance with Civil Code of RA: Individuals may agree to transfer land ownership or using right to projects with certain conditions, such as compensation in kind or cash.
- **Direct Sale of State and Communal land:** In accordance with the Article 65 part 6 state and communal land can be sold directly with cadastral price avoiding tender process.
- **Acquiring of servitude right for the lands in the RoW** in accordance with Civil Code and Land Code of RA: temporary and/or permanent servitudes can be defined for any land. The owner of a land overloaded by servitudes has the right to demand payment from those entities that have defined the servitude.
- **Land expropriation** in accordance with RA Law on Alienation of Property for the Purpose of Supremacy of the Public Interest: Acquisition of land for the purpose of supremacy of the public Interest by an acquirer, as authorized by the law, from individual landowner(s) after paying government fixed compensation in lieu of losses incurred by land owner(s) due to surrendering of his/their land to the concerned agency.

2.5.1. Land Code (LC) of the Republic of Armenia:

18. The LC is the main regulatory framework for land related matters in RA. The LC defines the main directions for use and disposition of the state lands, included those allocated for various purposes, such as agriculture, urban construction, industry and mining, energy production, transmission and communication lines, transport and other purposes. The Government of the Republic of Armenia directly or by means of the authorized bodies implements the State management of the land resources of the RA. The LC regulates allocation, transfer and sale of land plots, defines ownership and rights on land. It describes responsibilities of different state authorities (community, state) in land management; rights and obligations of land possessor, user, tenant and owner; land category types, land acquisition and compensation, resolution of land disputes and land protection. The LC also defines the terms of rights termination on land plot, seizure and land acquisition of land plot for state and public needs, and terms of seizure of land plot in violation of land legislation.
19. Land Donation: The land donation relations are defined by two articles of LC.
20. Article 89 of LC (“Land donation”) defines the following:
 - The landowner has the right to transfer the land or its part to a citizen, legal entity, the State and community by a donation contract
 - The State governance and local self-governing bodies cannot refuse the donation of land to the State and community, except for lands endangering human health

and vitality, and lands which are overburdened by debts exceeding the market price

- The legal relations concerning land donation are regulated by the Civil Code
21. According to Article 65 part 6 of the LC State lands according to government decree and community lands upon the consent of the government can be provided with a gratuitous property right upon a donation agreement for the purposes of implementation of social or charity programs or investment programs approved by the Government of the RA. The relevant decree of the Government should determine the land use purposes, terms and conditions.
 22. Direct Sale of State and Communal land: According to Article 66 part 5 of the LC State lands according to government decree and community lands upon the consent of the government can be sold directly (without tender) for the purposes of implementation of social or charity programs or investment programs approved by the Government of the RA. The relevant decree of the Government and the direct sale agreement should determine the land use purposes, terms and conditions. In such cases land is sold with cadastral price.
 23. Servitude: The land servitude is the right of one or several landowners on limited use of the land. The landowner has the right to demand servitudes for the maintenance and protection of his land. In case of maintenance of relocated utilities, the servitude shall be defined in contractual basis (voluntary) or through the Court (involuntary) as defined by Clause 3, Article 50 of LC. No land acquisition is required, except for cases defined by legislation mainly related to the limitations of usage of land/structure near the installed utility (for example in case of high voltage TLs above the residential house).
 24. The clause 4 of Article 50 of LC defines that the temporary and/or permanent servitudes can be defined for any land. In the meantime, the clause 5 of the same Article says that the servitude must overload the land as less as possible (the servitude impact shall be minimum). The owner of a land overloaded by servitudes has the right to demand payment from those entities that have defined the servitude if no other provisions are envisaged by the law. Servitudes are subject to State registration (clause 6). During the transfer of the land from one entity to the other, the servitudes will be maintained (clause 7).
 25. Article 50 also provides that by the demand of the owner of land overloaded by servitudes, the servitude can be aborted in case of changes in the target position of the land.
 26. If as a result of overload by servitudes the land cannot be used in its target position and operational significance, the landowner obtains the right to apply to the court and abort the servitude or change the target position.

2.5.2. Civil Code of the Republic of Armenia:

27. Land Donation: The Article 605 of the RA Civil Code defines the general conditions on “Charitable Giving” (donation) as follows:

- A charitable giving is the giving of property or a right for generally useful purposes.
 - a. Charitable giving may be made to citizens, medical and upbringing institutions, institutions of social protection and other analogous institutions, charitable, scientific, and educational institutions, funds, museums and other institutions of culture, societal and religious organizations and also to the state and communes.
- No permission or consent is needed for the acceptance of a charitable gift.
- A charitable gift of property to a citizen must be and to legal persons may be conditioned by the charitable donor on the use of this property for a defined purpose. In the absence of such a condition, the charitable giving of property to a citizen is considered an ordinary gift and in the remaining cases the charitably donated property shall be utilized by the beneficiary in accordance with the use of the property.
- A legal person that has accepted a charitable gift for the use of which a defined use has been established must keep a separate accounting of all operations for the use of the charitably donated property.
- If the utilization of charitably donated property in accordance with the use indicated by the charitable donor becomes impossible as the result of changed circumstances, it may be utilized for another use only with the consent of the charitable donor, and in case of the death of a citizen-charitable donor or the liquidation of a legal person-donor, by decision of a court.
- The utilization of charitably donated property not in accordance with the use indicated by the charitable donor or the changing of this use in violation of the rules provided by Paragraph 4 of the present Article shall give the right to the charitable donor, his heirs, or other legal successor to demand the rescission of the charitable gift.
- Article 604 of the present Code shall not be applied to charitable gifts.

28. Servitude: According to Article 214, part 1 of the Civil Code of the RA: Forced property servitude can be applied towards neighboring or other land for the passage, conduction and operation of power lines and communications or pipelines, water supply, land improvement, repair and construction works or to meet other needs of the owner of the supreme property which cannot be satisfied without the application of an servitude, or if application of it is associated with disproportionately significant costs.

2.5.3. Land acquisition/expropriation:

29. In Armenia, the relationship on expropriation of property for public and state purposes is regulated by the RA Constitution, RA Law on Alienation of Property for the Purpose of Supremacy of the Public Interest and other legal acts. According to the point 5 of Article 60 of the RA Constitution, the private property may be alienated (expropriated) for the

needs (purposes) of the society and the state only in exclusive cases of prevailing public interests, in the manner prescribed by the law and with prior equivalent compensation. The constitutional base for the expropriation of property for the purpose of supremacy of the public interest is the exceptional prioritized public interest.

30. The Constitutional conditions for the expropriation of property for public and state purposes are:
 - Expropriation should be provided within the law regulation.
 - The equivalent compensation against expropriated property should be provided in advance (hereinafter referred to as Compensation).
31. RA Law on Alienation of Property for the Purpose of Supremacy of the Public Interest (Law on APPSPI) envisages the base, regulation on expropriation of the property for public and state purposes, regulation of the compensation given for the alienated property, the definition of the exceptional prioritized public interest and the regulation of its affirmation. That law applies to all objects (immovable and movable property, property rights, securities etc.) (Hereinafter referred to as the Expropriated Property) that belongs to the physical person and legal entities as well as communities (hereinafter referred to as the Proprietors) by ownership right, which is situated in RA or are officially registered or recorded in RA in accordance with the law.
32. Exceptional prioritized public interest may pursue maintenance of state protection, public and state security; maintenance of projects of community or intercommunity significance in the field of the development of communication substructure, transport, energy, land use, land study, city construction, energy supply, water supply; maintenance of protection of the environment.
33. The law allows the acquirer to apply to the Government for carrying out a preliminary study of the property intended for expropriation before requesting expropriation of property for the purpose of supremacy of the public interest. If this option is taken the acquirer has to send a written request to the Government on its intention to carry out a preliminary study of the property. If the Government finds the information provided in the request (Law on APPSPI, article 7, part 2) satisfactory, a decree “On Preliminary Study of Property Subject to Expropriation” is adopted.
34. The decree must define:
 - Exceptional prioritized public interest
 - Place/location of the property intended for expropriation
 - Authorized body
 - Acquirer of the property intended for expropriation
 - The period of study that must not be longer than 2 weeks from the time the decree enters into legal effect.
35. The Contract concluded between the acquirer and the state governing body is included in the decree as an annex. This contract acquires legal effect together with the decree.

36. The Authorized body may, among others, take part in the study.
37. After conducting preliminary study (depending on outcomes) or without that the acquirer may send a written request to the Government for expropriation of property for the purpose of supremacy of the public interest and upon consideration of the information provided by the acquirer (Law on APPSPI, article 6, part 4) the government may adopt a decree on exceptional prioritized public interest acknowledgement with regard to the property in question.
38. The Government decree includes statements on the following:
 - Exceptional prioritized public interest
 - Acquirer of the property intended for expropriation
 - Place/location of the property intended for expropriation
 - Final term for starting expropriation procedure, which must not take longer than 1 year in case of movable property and 5 years if the property intended for expropriation of real estate.
 - Authorized body
 - Procedure on making record on description of expropriating property
39. The Contract concluded between the acquirer and the state governing body is included in the decree as an annex. This contract too acquires legal effect together with the decree.
40. It is worth mentioning that the missions of the authorized body are different depending on who is the acquirer. Thus, if the acquirer is a commercial organization then the authorized body is to coordinate activities concerning expropriation of property. On the other hand, if the acquirer is the state, then the authorized body takes on implementation of activities regarding to expropriation of property in addition to their coordination.
41. After approval of the decree and before the start of the expropriation of property the acquirer shall prepare the Description Protocols of the affected properties in compliance with the sample and order defined by national legislation and deliver the latter to the AP/AHs.
42. The expropriation of property consists of three consecutive/alternative stages where each following stage substitutes the preceding one in case the transaction does not take place.
Stage 1: the acquirer tries to negotiate with the owner sending a draft contract on alienation of property and in case he is successful, the amount of compensation is paid according to the contract concluded between the acquirer and owner.
43. **Stage 2:** in case of failure in negotiations the acquirer has to carry out valuation of the property (when dealing with real estate) for what he has to sign a contract of rendering services with a licensed valuator and transfer the market-price determined by the valuator to the deposit account of the court or notary. This amount is for the owner's encashment and if the latter does not withdraw money from the account within seven days, the acquirer has to apply to the court which is **Stage 3**.

44. In such lawsuits the court will not hear any claims except those relating to the amount of the compensation and in its decision will state what the just amount for the specific case is. The court's verdict puts end in alienation process (see Figure 2-1: Flow chart of the national expropriation process).

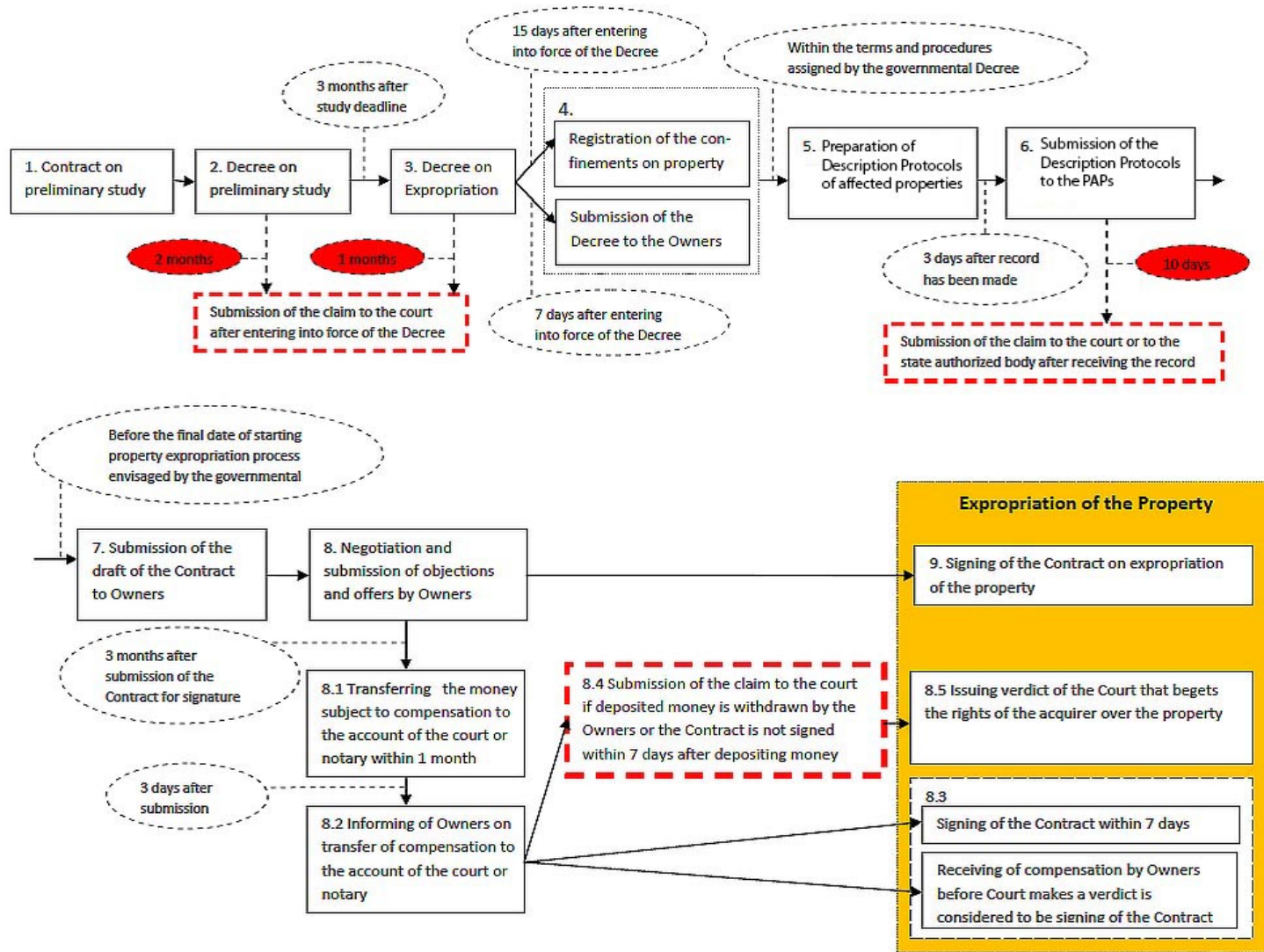


Figure 2-1: Flow chart of the national expropriation process

2.5.4. RA Law On the Real Estate Assessment Activity was adopted in 2005

45. The law defines the fundamentals of real estate assessment function and regulates the relationships concerning real estate assessment. The article 6 defines the objects of real estate assessment.
46. According to the law (article 8) the real estate assessment is obligatory for the following cases:
 - alienation of real estate that belongs to state or communities, save for privatization of state property and alienation of state or community lands,
 - expropriation of property for public and state purposes,
 - investment of real estate in capital stock of a legal entity or fund,
 - realization of real estate as a result of exemption,
 - Other as may be defined by the law of RA.
47. The activity of real estate assessment requires licensing (article 9); accordingly, the activity must be exercised by legal and natural persons after acquiring a license for real estate assessment as prescribed by RA law “On Licensing”.

2.6. PS 5 and PR5 key objectives

48. The requirements of IFC and EBRD are similar in spirit and substance. The objectives of PR5 and PS 5 are the following:
 - To avoid, and when avoidance is not possible, minimize displacement by exploring alternative project designs.
 - To avoid forced eviction.
 - To anticipate and avoid, or where avoidance is not possible, minimize adverse social and economic impacts from land acquisition or restrictions on land use by (i) providing compensation for loss of assets at replacement cost and (ii) ensuring that resettlement activities are implemented with appropriate disclosure of information, consultation, and the informed participation of those affected.
 - To improve, or restore, the livelihoods and standards of living of displaced persons.
 - To improve living conditions among physically displaced persons through the provision of adequate housing with security of tenure at resettlement sites.

Table 2-2: Comparison of Armenian Laws and IFC PS5/ EBRD PR5

LRP Topic	National Legislative Requirements	IFC PS5/ EBRD PR5 (IFIs` standards)	Gap	Strategy
Stakeholder Consultation	Information on impacts quantification/costing, entitlements, and amounts of compensation are to be disclosed to the AP/AHs prior to the date defined in the Government Decree for Eminent Domain or on Preliminary Survey.	Information related to quantification and costing of land, structures and other assets, entitlements, and amounts of compensation and financial assistance are to be disclosed in full to the affected persons.	Requirements of the Armenian legislation and the IFI Requirements are almost the same.	Both IFI Requirements and Armenian Legislation apply (Law on APPSPI)
Minimization of Displacement	No provisions for minimization of displacement	Alternatives shall be considered to avoid or minimize resettlement.	There is no requirement for minimization of displacement in Armenian legislation.	IFI Requirements applies. The Project design succeeded to find the solutions that allow avoiding any physical resettlement of AP/AHs and minimizing impact on private lands.
Baseline Surveys	The Armenian Legislation defines Description Protocol (DP) which covers: (i) current occupants of the affected area; (ii) standard characteristics of displaced households; (iii) the magnitude of the expected loss--total or partial--of assets;	Census survey shall cover (i) current occupants of the affected area; (ii) standard characteristics of displaced households and baseline information on livelihoods of the displaced population; (iii) the magnitude of the expected loss--total or partial--of assets, and the extent of displacement, physical or economic; (iv) information on vulnerable groups or persons; (v) provisions to update information on the displaced people's livelihoods and standards of living at regular. (vi) land tenure and transfer systems, and any issues raised by different tenure systems in the project area; (vii) the patterns of social interaction in the affected communities, and how they will be affected by the project; (viii) public infrastructure and social services that	The requirement of Armenian legislation concerning survey is limited and does not cover some characteristics required by the IFIs` Requirements.	To address this gap Both IFIs` standards and Armenian Legislation applies (Law on APPSPI).

LRP Topic	National Legislative Requirements	IFC PS5/ EBRD PR5 (IFIs` standards)	Gap	Strategy
		will be affected; and (ix) social and cultural characteristics of displaced communities.		
Entitlement Cut-off Date	Persons who encroach on the area after the cut-off date are not entitled to compensation or any other form of resettlement assistance.	Persons who encroach on the area after the cut-off date are not entitled to compensation or any other form of resettlement assistance.	Requirements of the Armenian legislation and the IFIs are the same.	Both IFIs` standards and Armenian Legislation apply (Law on APPSPI)
Valuation of Assets (Land)	Land valuation based on current market value plus 15% of the assessed value (in addition to covering any registration costs and transfer taxes). Registration cost and transfer taxes are covered by the acquirer from the project budget.	Compensation for land and other assets should be calculated at the market value plus the transaction costs related to restoring the assets.	The requirement of Armenian Legislation is more beneficial for AP/AHs.	Armenian legislation applies
Valuation of Assets (houses and other structures)	Real estate valuation based on current market value plus 15% of the assessed value (in addition to covering any registration costs and transfer taxes)	Replacement cost is defined as the market value of the assets plus transaction costs. In applying this method of valuation, depreciation of structures and assets should not be taken into account. Market value is defined as the value required allowing Affected Communities and persons to replace lost assets with assets of similar value.	The requirement of IFIs is more beneficial for AP/AHs.	Houses and other structures will not be affected within the project.
Eligibility for compensation for land	Only registered property right holders are eligible for compensation for land	Legal owners and Legalizable AP/AHs are provided compensation for the land they lose. Non-Legalizable AP/AHs are provided resettlement assistance in lieu of compensation for the land they occupy	As per Armenian legislation only registered property right holders are eligible for compensation. The requirement of IFIs is more beneficial for AP/AHs.	IFIs` standards apply.
Compensation for loss of access to assets	The issue is not directly regulated by any legal act but depending on the asset, the issue can be resolved under civil law.	The market value of the natural resources which may include wild medicinal plants, firewood, and other non-timber forest products, meat or fish.	The issue is not directly regulated within the local legislation	IFIs` standards apply.

LRP Topic	National Legislative Requirements	IFC PS5/ EBRD PR5 (IFIs` standards)	Gap	Strategy
Eligibility for compensation for loss of assets other than land	Only registered property right holders are eligible for compensation for loss of assets other than land	Legal owners, Legalizable AP/AHs and Non-Legalizable AP/AHs are provided compensation for loss of assets other than land (including trees)	As per Armenian legislation only registered property right holders are eligible for compensation. The requirement of IFIs is more beneficial for AP/AHs.	Only land and crops will be affected within the project. No other assets.
Eligibility for compensation for loss of crops	Does not define any compensation for loss of crops.	Legal owners, Legalizable AP/AHs and Non-Legalizable AP/AHs are provided compensation for loss of assets other than land.	Armenian legislation does not define any compensation for loss of crops. The requirement of IFIs is more beneficial for AP/AHs.	IFIs standards apply
Compensation Choices	Armenian legislation defines only one type of land compensation, which is compensation in cash equal to the market value plus 15% of the affected property/asset.	Preference should be given to land-based resettlement strategies for displaced persons whose livelihoods are land-based (this includes construction of replacement housing). Payment of cash compensation for lost assets may be appropriate where (i) livelihoods are not land-based; (ii) livelihoods are land-based but the land taken for the project is a small fraction of the affected asset and the residual land is economically viable; or (iii) active markets for land, housing, and labor exist, displaced persons use such markets, and there is sufficient supply of land and housing.	Armenian legislation does not provide compensation choices. The requirement of IFIs is more beneficial for AP/AHs.	<p>The LRP defines only cash compensation for the following reasons:</p> <ol style="list-style-type: none"> 1. The impact on the lands is minor: the maximum impact for rented lands is 1.3%, and 1.6% for privately owned lands (table 3-4-1, in section 3.5). 2. There is no available land in the community. 3. The remaining land plots are viable from an economic and agricultural point of view (see the attached conclusion of experts in Appendix 6). 4. All PAPs intent to provide land to the project in exchange for compensation defined by LRP (the protocols are provided in Appendix7). 5. During the consultation meeting, only renters were

LRP Topic	National Legislative Requirements	IFC PS5/ EBRD PR5 (IFIs` standards)	Gap	Strategy
				<p>not satisfied with the proposed one-time compensation. Their main concern was that compensation shall be annual and not one-time. Following the renters` request, the renters` one-time compensation was increased as well as annual compensation was added. Renters are satisfied with the proposed revised compensation as confirmed by the attached protocols on intention. Anyhow APs have the right to apply to Developer and ask to acquire the affected land entirely if the affected land cannot be used for the same purpose for which was used before land alienation or if the inalienable part of the property is insignificant compared to the alienable part.</p>

LRP Topic	National Legislative Requirements	IFC PS5/ EBRD PR5 (IFIs` standards)	Gap	Strategy
Payment of Compensation and Moves	<p>If the property is alienated by mutual agreement, then parties decide the date of payment. In case of alienation through the court the compensation shall be transferred to deposit account during one-month period after the expiration of the three month period following the submission of the draft contact.</p> <p>AP/AHs can use the property before the state registration of the property rights of the acquirer. In case of alienation through the court the property can be used by the AP/AHs during two-month period after the alienation.</p>	<p>No land can be possessed for commencement of construction works without full payment of due compensations to the AP/AHs.</p>	<p>The only gap is that IFI standards requires full payment of due compensations before commencement of construction works. Meanwhile the Armenia legislation allows agreeing the payment schedule between the parties in the case of acquisition by mutual agreement.</p>	<p>To address this gap the following is proposed: Payment of compensation will be made no later than 10 days prior to the actual possession of the acquired lands. No land will be possessed by the Developer for commencement of construction works without full payment of due compensations to AP/AHs.</p>
Additional Assistance	<p>No provisions for Additional Assistance</p>	<p>IFC standards require compensation for transaction costs and transitional support until livelihoods are restored.</p>	<p>Armenian legislation provides no provisions for Additional Assistance</p>	<p>IFIs` standards apply. AHs will receive allowances and assistance provided in the section Livelihood Restoration Measures (Section 4.3).</p>
Livelihood Restoration	<p>No provision for income/ livelihood rehabilitation measure.</p>	<p>The IFIs` standards require rehabilitation for severe losses, and for income/livelihood.</p>	<p>Armenian legislation provides no provision for livelihood rehabilitation</p>	<p>There are three types of PAPs affected by the Project: Legal Owners (2 PAPs), Legalized PAP (1 PAP) and Renters (5 PAPs). There will be no impact on livelihood of Legal Owners for the following reasons: 1) The impact of the OTLs</p>

LRP Topic	National Legislative Requirements	IFC PS5/ EBRD PR5 (IFIs` standards)	Gap	Strategy
				<p>is caused by only tower location (for the Project the maximum impact is 1.6%) because of what every year some portion of the affected land plot will not be possible to cultivate.</p> <p>2) According to the Experts Opinion Provided in Appendix 6 the maximum impact of one tower is 181 square meters.</p> <p>3) The maximum annual income loss from one tower is 11,403 AMD which calculated for wheat, meanwhile for each tower an owner will receive on the average 75,000 AMD for servitude right compensation.</p> <p>Legalizable PAP will be legalized and compensated as legal owner.</p> <p>Thus, only Livelihood of Renters may be impacted by the project, since in accordance with RA legislation the compensation for servitude right is paid to</p>

LRP Topic	National Legislative Requirements	IFC PS5/ EBRD PR5 (IFIs` standards)	Gap	Strategy
				owner and in their case the compensation will be paid to community budget. For that reason, Renters will receive compensation for land equal to the owners` compensation multiplied by 20 and annual allowance provided in the section 4.3.
Vulnerable Assistance	Armenian legislation does not define any specific assistance to vulnerable groups during the resettlement process.	To achieve the objectives of the standard, particular attention is paid to the needs of vulnerable groups among those displaced, especially those below the poverty line, the landless, the elderly, women and children, indigenous peoples, ethnic minorities, or other displaced persons who may not be protected through national land compensation legislation	Armenian legislation provides no provisions for vulnerable groups	To address this gap specific allowance is defined for vulnerable groups by RPF and LRP (see the Entitlement Framework section). Following this definition, the survey did not identify any vulnerable HH among the affected HHS.
Grievance Management	Law on APPSPI defines cases when AP/AH can submit grievance to the authorized state body and court.	Affordable and accessible procedures for third-party settlement of disputes arising from resettlement; such grievance mechanisms should take into account the availability of judicial recourse and community and traditional dispute settlement mechanisms	The procedure defined by the Armenian legislation is not enough affordable and accessible, since the court procedure is very complicated, and AP/AH can apply to authorized state body or court only in particular cases defined by legislation. The local self-government bodies (community level) and NGOs are not involved in the grievance mechanism defined by the legislation.	To address this gap GRM is defined by the RPF and LRP
Monitoring and Evaluation	Armenian legislation does not define any procedure for	Arrangements for monitoring of resettlement activities by the implementing agency,	Armenian legislation provides no provisions for monitoring and	To address this gap monitoring measures are

LRP Topic	National Legislative Requirements	IFC PS5/ EBRD PR5 (IFIs` standards)	Gap	Strategy
	<p>monitoring and evaluation of the resettlement implementation.</p>	<p>supplemented by independent monitors as considered appropriate by the Bank, to ensure complete and objective information; performance monitoring indicators to measure inputs, outputs, and outcomes for resettlement activities; involvement of the displaced persons in the monitoring process; evaluation of the impact of resettlement for a reasonable period after all resettlement and related development activities have been completed; using the results of resettlement monitoring to guide subsequent implementation.</p>	<p>evaluation of the LRP implementation</p>	<p>designed in this LRP</p>

2.7. Gap Analysis

49. The main difference of the legal framework of the RA and IFIs standards is related to the compulsory ownership status of affected land and dwellings in Armenian law, whereas IFIs standards grants compensation and relocation support even if legal land titles are absent. For the planned project IFIs standards must be applied. This means that if the requirements of IFIs standards are more stringent than the national legislation, then the more stringent requirements of IFIs standards are to be applied.
50. Other issues arise when it comes to implementation and monitoring, where Armenian legal framework tends to be vague and sometimes ambiguous. There is a considerable gap between enforcement of the law and IFIs` safeguards. The Developer is responsible for preparation of LRP, public consultation support, hiring of social and environmental staff and monitoring is suggested to bridge the gap.
51. An external monitoring consultant will also be responsible for the preparation of the LRP Implementation External Monitoring Report that will be prepared under the project, in accordance with the RPF, LRP, IFC PS5 and EBRD PR5.

3. IMPACT ASSESSMENT

3.1. Background

52. One of the key principles adopted for the preparation of this LRP is that all compensation payments and livelihood restoration assistance must be based on a detailed understanding of the impacts of the Project on affected people. A set of surveys were implemented during the period February 01 – March 20, 2019 for the LRP. In order to accurately assess the extent of the Project's social impacts the following surveys were undertaken:

- **Detailed Measurement Survey (DMS)** – to measure the affected area of the lands, as well as the number and types of the affected assets.
- **Inventory of Losses**- to identify and evaluate the characteristics of the lands and assets to be acquired.
- **Valuation of Replacement Cost of the Affected Assets** - to identify the amount of compensation of lost assets, income and other livelihood sources and allowances for development of the LRP budget.
- **Census Survey** - to identify the exact number of HHs and their members, including some elementary social characteristics such as gender, ethnicity, education, sources of livelihood.

3.2. Survey Methodology

53. LRP Preparation and Implementation Consultant (LRP PIC) engaged a company certified to hold mapping, measurement and valuation to identify, measure and evaluate every asset to be acquired. The scope of the DMS and assets inventory included the identification, classification, measurement, and valuation of the following assets, or attributes: land (agricultural, residential, industrial and commercial plots), including improvements on those plots; buildings/structures (residential and business structures, including classification by building category and construction type); legal status of the AP land occupancy; area and type of crops; number and type of trees; affected business (impact type and legal status); employment losses; number, type and area of affected community/ public assets.

54. The measurements were taken in accordance with the requirements of the Decree No 284 of October 20, 2011 issued by the State Committee of Real Estate Cadaster (SCREC) adjunct to the Government of Armenia (GoA). The APs were informed of the survey date and time during the pre-survey PCs held on **January 30, 2019** as well as through the announcement published on the information desks in the affected villages (see Appendix 4).

55. As a result of the assets inventory survey, 6³ description protocols (DP)⁴ were prepared and signed by APs. Protocol preparation procedure is envisaged by law of Republic of Armenia (RA) to ensure that all impacts are formally described in the protocol and then checked and confirmed by the APs. The description protocol was prepared for private lands as well as for communal lands which are used or rented by private users (DP is prepared only for lands to be acquired). For the cases where more than one tower is located in one privately used land, one description protocol is prepared which covers the impact from all towers. The DP is prepared for each land and not for each tower. Lands are considered different if they have different cadastral code. If two different lands belong to one owner, then two DPs are prepared (one for each land).
56. The census survey of the affected households was conducted by skilled interviewers. All affected persons were surveyed through questionnaires either by face-to-face or by telephone⁵ interviews. (For the census questionnaire, refer to Appendix 4). Each questionnaire took 15-20 minutes to complete. From 20 affected households 17 were surveyed. 3 affected households could not be reached at the time of the survey as the affected families permanently live abroad.

3.3. Impact on Land

3.3.1. Land classification as per RA law

57. The Land Code of the RA (May 2001) classifies land into the following nine categories: (1) Agricultural, (2) Settlements/residential, (3) Industrial, Mining and Production (4) Power, Transport, Communication, Utility infrastructure facilities (5) Protected land for special purposes, (6) Special significance, (7) Forested, (8) Water and (9) State Reserve lands. Each target significance land, based on its type of usage, is classified by category of its functional significance.
58. Lands are grouped into the following three types, based on their ownership status:
- **Privately owned lands** - are lands that belong to private person or company and this right is registered in the Real Estate Cadaster.
 - **Community owned lands** - are lands that belong to the community and are managed by Local Self-Governing bodies. Community lands can be unused, used for common purposes for example as pastures for community residents, given for rent to a person/company, illegally (non- registered) used by a household/company.
 - **State owned lands** - are lands that belong to the Government of Armenia. State lands can be unused, used for main roads, state objects, for military purposes and

3 Means 3+3 where 3 is private lands and another 3 is the communal lands which are rented by private.

4 DP is prepared for private lands and communal lands which are used or rented by private. DP is prepared only for lands to be acquired.

5 Some AHs were interviewed by the telephone because they were out of community during survey time

etc. Some state lands can be given for rent or illegally (non-registered) used by a household/company.

3.3.2. Land losses

59. In total, there are **32** different⁶ affected land plots. Tables below provide details on the land impact in the affected communities.

60. The affected land plots have been grouped into the following types, based on their ownership status:

- **Private land:** A total of **9** land plots belong to persons having a legal title over the affected land parcels. From the **9** land plots **3** will be affected by tower location and **6** only by passage of transmission line. The lands where towers will be located will be also affected by passage of transmission line.
- **Community land:** A total of **23** land plots belong to community and are registered in the Real Estate Cadaster. From the **23** land plots **10** will be affected by tower location, **1** by PV plant additional land and **12** only by passage of transmission line. The lands where towers will be located will be also affected by passage of transmission line. From the **10** lands which are affected by tower location **3** are rented by **5** different APs. Survey did not identify illegal usage of communal lands.

61. The category of the **32** lands is agricultural. From **32** land plots crops were identified on only **5** land plots: **3** community-owned lands with wheat which are rented by APs⁷ and **2** private lands one with wheat and another with sweet clover. **1** land plot in Arpunk village where two towers (N 28 and 29) will be located is non-registered⁸. The land is not used and is included in the community owned lands in the below calculations. The lands which are not cultivated serve as pasture lands for community livestock. Non-Legalizable users were not identified during the survey.

Table 3-1: Land Impact by Community (Tower location +interconnection equipment)

n/n	Community	Private Land		Community land		Total	
		Plot (N)	Area (M2)	Plot (N)	Area (M2)	Plot (N)	Area (M2)
1	Mets Masrik	0	0	1	95.71	1	95.71
2	Pokr Masrik	1	397.70	3	1 086.60	4	1 484.30
3	Arpunk	2	499.49	6	3 954.00	8	4 453.49
	Total	3	897.19	10	5 136.31	13	6 033.50

⁶ Lands are considered different if they have different cadastral code.

⁷ The 3 land plots are rented by 5 different APs

⁸ Land is not used by anyone. As per the preliminary information the land belongs to community, the land will be declared communal and acquired as communal land.

Table 3-2: Land Impact by Community (Additional land for PV plant 32.7 ha)

n/n	Community	Community land	
		Plot (N)	Area (M2)
1	Mets Masrik	1	326,591.00
	Total	1	326,591.00

Table 3-3: Land Impact by Community (Servitude lands includes also the lands where towers will be located)

n/n	Community	Private Land		Community land		Total	
		Plot (N)	Area (M2)	Plot (N)	Area (M2)	Plot (N)	Area (M2)
1	Mets Masrik			1	1,344.92	1	1,344.92
2	Pokr Masrik	7	26,772.09	8	151,740.18	15	178,512.27
3	Arpunk	2	35,728.15	13	140,913.88	15	176,642.03
	Total	9	62,500.24	22	293,998.98	31	356,499.22

3.4. Impact on Crops

62. There are 2 types of crops observed on 3 communal and 2 private lands. A total of **520.85** kg of crop harvest will be lost annually (re: Table 3-4). Since the survey started in winter (February 01 – March 20, 2019) there could be cases where people actually bring up crops in their lands but it was not registered during the survey because the lands were covered with snow at survey time and it was not possible to identify crops. Thus, additional survey was held in May, 2019 and information on impacted crops was updated.

Table 3-4: Affected Crops

n/n	Type of Crop/Plant	N of Plots	Annual Productivity kg/m2	Affected Area (M2)	Total Loss (kg)
1	Wheat	4	0.45	1,034.97	465.74
2	Sweet clover	1	0.4	137.78	55.11
	Total	5		1,172.75	520.85

3.5. Severe Impact

63. AHs (including renters) are considered to be severely impacted, in the case if 10% and more of their owned and/or cultivated agriculture land is affected and they receive benefits such as fruits, yield, and crops by the result of land-use.

64. Following those definitions, the survey did not identify any severely impacted HH among the affected HHs. The percentage of the affected area of the lands is provided in the table below:

Table 3-4-1: The Percentage of the Affected Area of the Lands

Owned/Rented	Cadastral Code	Total area of land (sq.m)	Affected area (sq.m)	Percentage of the affected area (%)
Rented	05-092-0114-0015*	41043	104.61	0.25
	05-092-0112-0001*	31326	68.89	0.22
Rented	05-092-0114-0015	41453	94.23	0.23
Rented	05-092-0112-0001	34742	68.89	0.20
Rented	05-092-0112-0001	21924	68.89	0.31
Rented	05-019-0115-0061	20923.97	68.9	1.3**
Owned	05-092-0107-0001	32853	397.7	1.2
Owned	05-019-0114-0066	22224	361.7	1.6***
Owned	05-019-0116-0013	22590	137.8	0.6
*Rented by the same PAP **maximum impact to rented lands *** maximum impact to privately owned lands				

3.6. Census of Affected Households and Impact on Their Livelihood

3.6.1. Socio-economic Profile of Affected Households

65. The Census reached **17** out of **20** affected households (AHs), with a total of **77** project affected people (AP). The number of male APs is higher than the female APs: male **44 (57.1%)** and female **33 (42.9%)**. All APs are Armenian.

Table 3-5: AHs and APs covered in Census and SES by community

Community Name	Total No. of AHs	Total number of census and SES AHs	Total number of census and SES APs
Arpunk	6	5	21
Pokr Masrik	14	12	56
Total	20	17	77

Table 3-6: Gender Profile of Affected Persons

Gender	No	% of the total
Male	44	57,1
Female	33	42,9
Total	77	100,0

Table 3-7: Gender Profile of Heads and Members of AHs contacted by LRP PIC

AH Heads						AH members					
Male Headed	%	Female Headed	%	Total AHs Heads	%	Male	%	Female	%	Total AHs Members	%
16	94,1	1	5,9	17	100,0	28	46,7	32	53,3	60	100,0

Table 3-8: Ethnic profile of AHs

Ethnicity	APs	in Percentage
Armenian	77	100,0
Total	77	100,0

66. The age distribution of the surveyed population shows that **80.5%** is **50** years of age or younger. **5.2%** are older than **63** years.

Table 3-9: Age of Affected Households Heads and Households Members

Age groups	Household Heads		Household Members		Total	
	No	%	No	%	No	%
0-17	-	-	18	23,4	18	23,4
18-35	0	0	21	27,3	21	27,3
36-50	7	9,1	16	20,8	23	29,9
51-62	8	10,4	3	3,9	11	14,3
63+	2	2,6	2	2,6	4	5,2
Total responded	17	22,1	60	77,9	77	100,0

Table 3-10: Age Distribution of AH Heads and Members by Gender

Age groups	Male		Female		Total	
	No	%	No	%	No	%
0-17	12	15,6	6	7,8	18	23,4
18-35	11	14,3	10	13,0	21	27,3
36-50	11	14,3	12	15,6	23	29,9
51-62	8	10,4	3	3,9	11	14,3
63+	2	2,6	2	2,6	4	5,2
Total responded	44	57,1	33	42,9	77	100,0

67. The socio-economic survey identified informal, subjectively defined heads of AHs. Traditionally, they are the elderly people in the households. Table 3-11 shows that **88.2%** of household heads have a minimum of a secondary level of education. A high level of literacy (**82%**) with a minimum of a secondary education is recorded among family members too. **25%** of other family members hold a university degree (higher or incomplete higher).

Table 3-11: Education level of Affected Households Heads and Households Members (16 years and older)

Education	Household Heads		Household Members		Total	
	No	%	No	%	No	%
No elementary education	0	0,0	0	0,0	0	0,0
Elementary	0	0,0	1	2,3	1	1,6
Incomplete secondary	2	11,8	8	18,2	10	16,4
Secondary	11	64,7	17	38,6	28	45,9
Vocational	1	5,9	7	15,9	8	13,1
Incomplete Higher	1	5,9	4	9,1	5	8,2
Higher	2	11,8	7	15,9	9	14,8
Total	17	100,0%	44	100,0%	61	100,0%

Table 3-12: Education of AH Heads by Gender

Education	Male AH Heads		Female AH Heads		Total AH Heads	
	No	%	No	%	No	%
No elementary education	0	0,0	0	0,0	0	0,0
Elementary	0	0,0	0	0,0	0	0,0
Incomplete secondary	2	12,5	0	0,0	2	11,8
Secondary	10	62,5	1	100,0	11	64,7
Vocational	1	6,25	0	0,0	1	5,9
Incomplete Higher	1	6,25	0	0,0	1	5,9
Higher	2	12,5	0	0,0	2	11,8
Total	16	100,0%	1	100,0%	17	100,0%

Table 3-13: Education of AH members by Gender (16 years and older)

Education	Male		Female		Total	
	No	%	No	%	No	%
No elementary education	0	0,0	0	0,0	0	0,0
Elementary	1	6,3	0	0,0	1	2,3
Incomplete secondary	2	12,5	6	21,4	8	18,2
Secondary	7	43,8	10	35,7	17	38,6
Vocational	1	6,3	6	21,4	7	15,9
Incomplete Higher	1	6,3	3	10,7	4	9,1
Higher	4	25,0	3	10,7	7	15,9
Total	16	100%	28	100%	44	100%

68. **82.4%** of the household heads and **47.7%** of other household members are employed. **11.8%** of household heads and **4.5%** of other household members are unemployed, i.e., not working and looking for a job (re: Table 3-13).

69. **5.9%** of affected household heads are pensioners, in comparison with **6.8%** among other household members. The employment data of the affected households is shown in the table below:

Table 3-14: Primary Employment/Occupation Status of Affected Households Heads and Households Members (16 years and older)

Employment/ Occupation	Household Heads		Household members		Total	
	N	%	N	%	N	%
Employed	14	82,4	21	47,7	35	57,4
Pensioner	1	5,9	3	6,8	4	6,6
Students (including school children)	0	0,0	8	18,2	8	13,1
Unemployed and not looking for a job	0	0,0	9	20,5	9	14,8
Unemployed and looking for a job	2	11,8	2	4,5	4	6,6
Military service	0	0,0	1	2,3	1	1,6
Total	17	100%	44	100%	61	100%

Table 3-15: Primary Employment Status of AH members by Gender (16 years and older)

Employment/ Occupation	Male		Female		Total	
	N	%	N	%	N	%
Employed	8	50,0	13	46,4	21	47,7
Pensioner	1	6,25	2	7,1	3	6,8
Students (including school children)	2	12,5	6	21,4	8	18,2
Unemployed and not looking for a job	2	12,5	7	25,0	9	20,5
Unemployed and looking for a job	2	12,5	0	0,0	2	4,5
Military service	1	6,25	-	0,0	1	2,3
Total	16	100%	28	100%	44	100%

Table 3-16: Type of Primary Employment

Type of Employment	No	% of the total
Continues	33	94,3
Seasonal	2	5,7
Temporary	0	0,0
Sporadic	0	0,0
Total	35	100,0

70. Tables below show the self-reported annual income (by income groups) of the affected households and the self-reported income distribution by income source.

Table 3-17: Self-reported Monthly Income of the Affected Households

Affected Households Monthly Income (AMD)		No	%
1	50,000 - 100,000	2	11,8
2	100,001 - 135,000	1	5,9
3	135,001 - 170,000	2	11,8
4	170,001 - 200,000	2	11,8
5	200,001 - 300,000	2	11,8
6	300,001 - 500,000	4	23,5
7	500,001 and more	4	23,5
Total		17	100,0%

Table 3-18: Monthly Self-reported Income Distribution by Income Source

Self-reported income source	N of HH or person	Total income from the source	% in total
Salary (person)	8	836 000	16,7
Self-employment (person)	1	100 000	2,0
Entrepreneurship	0	0	0,0
Pension (person)	6	247 000	4,9
Work abroad/Immigration (person)	10	1 890 000	37,7
Agriculture (HH)	7	1 095 000	21,9
Animal husbandry (HH)	8	741 200	14,8
Social Assessment System of Family (HH)*	1	29 000	0,6
Other allowance/pensions (person)	2	69 500	1,4
Childbirth allowance	0	0	0,0
Other benefits	0	0	0,0
Cash assistance from abroad	0	0	0,0
Other sources	0	0	0,0
Total responded	-	5 007 700	100,0%

*the HH is considered vulnerable within the LRP and is eligible for vulnerability allowance

3.6.2. Impact on Vulnerable Households

71. The project envisages additional assistance to vulnerable households which are defined as follows:
72. According to the IFC GN5, paragraph GN29: Vulnerable or “at-risk” groups include people who, by virtue of gender, ethnicity, age, physical or mental disability, economic disadvantage or social status may be more diversely affected by displacement than others and who may be limited in their ability to claim or take advantage of resettlement assistance and related development benefits. Vulnerable groups in the context of displacement also include people living below the poverty line, the landless, the elderly, women- and children-headed households, Indigenous Peoples, ethnic minorities, natural resource dependent communities or other displaced persons who may not be protected through national land compensation or land titling legislation.

73. The RPF states, that the following HHs should be considered as vulnerable:
- Households which include family (s) who are registered in the Social Assessment System of Family (vulnerability assessment system) and receive respective allowances according to the order, set forth under RA legislation.
 - Households headed by women, where there is no other working age person, except for pensioners, military servants, people holding 1st or 2nd degree of disability, or full-time student of up to 23 years.
 - Households, headed by people of the pension age (elderly), where there is no other working age person, except for pensioners, military servants, people holding 1st or 2nd degree of disability or full-time students of up to 23 years.
74. Following those definitions, the survey identified one vulnerable HH which is registered in the Social Assessment System of Family.

4. ELIGIBILITY AND ENTITLEMENT FRAMEWORK

4.1. Eligibility

75. The PAPs eligible for compensation and allowances defined by the LRP are classified into the following three groups:
- a) **Legal owners (8 land plots owned by 14HHs)**: those who have formal legal rights to land (including customary and traditional rights recognized under the laws of the country);
 - b) **Renters (3 land plots owned by 5HHs)**: PAPs who have formally registered rent right to land (recognized under the laws of the country);
 - c) **Legalizable PAPs (1 land plot owned by 1HH)**: those who do not have formal legal rights to land at the time the census begins but have a claim to such land or assets--provided that such claims are recognized under the laws of the Republic of Armenia or become recognized through any legal steps necessary to ensure the effective implementation of resettlement activities under the project, including, as appropriate, a process for recognizing claims to legal rights to land--including claims that derive from customary law and traditional usage.
 - d) **Non-legalizable PAPs**⁹: those who have no recognizable legal right or claim to the land they are occupying.

4.2. Entitlement Framework

4.2.1. Private Land

76. Since the land to be taken for the project is a small fraction of the affected lands and the residual lands will be economically viable after the acquisition only cash compensation for affected part of land will be proposed to PAPs as follows (for more details see Table 3-4-1 in the section 3.5):
77. **Legal owners of land**: the land for tower location will be compensated in cash at market or cadastral value (whichever the highest) plus 15% assessed by a qualified valuator. Non-directly affected sections of a plot which become inaccessible or unviable for cultivation after the impact will be included in the affected land. When $\geq 10\%$ of an agricultural land is affected, PAP (owners, renters and sharecroppers) will get an additional Severe Impacts Allowance (see definition Severe Impacts Allowance below)¹⁰. Compensation will be free of deductions for transaction and registration costs. Legal owners of lands in the RoW will also get compensation equal to the market price of servitude right.
78. **Legalizable PAPs** will be provided assistance in legalization process and after legalization will be compensated as legal owner.

⁹ Non-Legalizable users were not identified during the survey.

¹⁰ The maximum impact is less than 1.6% of the affected land.

79. **Renters:** since according to RA legislation payment for annual servitude is provided to legal owners and not to renters as well as taking into account the fact that the land to be purchased is very small (maximum impact to rented lands is 1.3%) and the compensation calculated in accordance with RPF is also very small, the renters in return for the land where the tower will be located will receive the same compensation as owner, but multiplied by 20. The Renters are also eligible for Livelihood Restoration Measures (annual allowance) provided below.

4.2.2. Servitude right compensation

80. Legal owners of lands in the RoW will get compensation equal to the market price of servitude right.

4.2.3. State and Community/Municipal lands

81. State and Community lands required for the PV plant's installation will be acquired by the Developer in accordance with the Article 66, part 5 of the Land Code: State lands according to government decree and community lands upon the consent of the government can be sold directly (without tender) for the purposes of implementation of social or charity programs or investment programs approved by the Government of the RA. The relevant decree of the Government should determine the land use purposes, terms and conditions. The communal land will be acquired with cadastral price.

4.2.4. Other compensations

82. **Crops:** Cash compensation at current market rates for the gross value of 1 year's harvest by default (in the cases where the damage to crops was caused by passage of heavy machinery during construction period the compensation will be equal to current average market price of 2 years harvest, see also the procedure in Appendix 5). Crop compensation will be paid both to landowners and tenants based on their specific sharecropping agreements. Non-legal land users are also eligible for crop compensation according to PS5.
83. **Trees:** Cash compensation will be given to the PAPs (landowners, the renters and the actual land users) for the trees and harvest losses at market value based on type, age and productivity of trees as provided in Appendix 2.

4.3. Livelihood Restoration Measures

84. Livelihood Restoration Measures will serve as assistance that will help households meet their basic needs until they recover from their losses and restore their livelihoods to pre-Project levels.
85. There are three types of PAPs affected by the Project: Legal Owners (8 land plots owned by 14HHs), Legalized PAP (1 land plot owned by 1HH) and Renters (3 land plots owned by 5HHs). There will be no impact on livelihood of Legal Owners for the following reasons:

- The impact of the OTLs is caused by only tower location (for the Project the maximum impact is 1.6%) because of what every year some portion of the affected land plot will not be possible to cultivate.
 - According to the Experts Opinion Provided in Appendix 6 the maximum impact of one tower is 181 square meters.
 - The maximum annual income loss from one tower is 11,403 AMD which calculated for wheat, meanwhile for each tower an owner will receive on the average 75,000 AMD for servitude right compensation.
86. Legalizable PAP will be legalized and compensated as legal owner.
87. Thus, only Livelihood of Renters may be impacted by the project, since in accordance with RA legislation the compensation for servitude right is paid to owner and in their case the compensation will be paid to community budget. For that reason, Renters will receive compensation for land equal to the owners` compensation multiplied by 20 and annual allowance provided below:
88. **Annual allowance for renters:** in addition to the abovementioned one-time compensation, the renters will also receive an annual allowance equal to 37 500 AMD for each tower to compensate the reduction of agricultural income from the affected lands.
89. **Severe Impacts Allowances:** cash compensation will be given for Project severe impacts to those AHs (including the renters) in case 10% and more of their owned and/or cultivated agriculture land is affected and they receive benefits such as fruits, yield and crops by the result of land-use. Additional crop compensation covering 1-year yield (from affected land part) will be paid to HHs affected by loss of 10% and more of agricultural land. The calculation of the above-mentioned allowance is based on the actual operational purpose of the lands regardless the purpose stated in the cadastral files, state registration certificates and other documents certifying the right on land.
90. **PAPs will receive financial assistance for costs/fees related to acquisition and compensation payment that include:**
- Costs/fees for power of attorney (provided from abroad/local);
 - Costs/fees associated with national passport (ID card) update in case the data expired;
 - Costs/fees associated with the adoption of the inheritance;
 - Cost for transaction taxes and fees connected with land acquisition will be covered by the Project Funds as a part of the compensation.
91. **Vulnerability Allowance:** Vulnerable HHs (see definition in the section 3.6.2.) will be given a rehabilitation allowance equal to 6 months at minimum salary and priority in employment in project-related jobs. Vulnerable HHs shall receive a one-off allowance for 6 months in the monthly amount of AMD 55 000 (the minimum salary defined by RA Law on Minimum Monthly Salary). If the minimum salary defined by the RA Law on Minimum

Monthly Salary changes, then the allowance will be calculated and paid based on the minimum salary in force on the payment day.

4.4. Community Development Measures

4.4.1. Compensation for land donation

92. As compensation for land donation (97.4ha), the Mets Masrik community received 80 million AMD to improve the community infrastructure. This amount was used for Mets Masrik community priority needs such as the investment for water pipeline construction implementation, asphaltting of streets and implementation of subsidized projects of the house of culture construction and procurement of agricultural equipment (the reference letter of Mets Masrik community leader is provided in the Appendix 8).

4.4.2. Donation of an Excavator

93. In order to support development of the Community, the Developer has proposed to donate an excavator to Mets Masrik community. This excavator will be used for the maintenance and improvement of the water distribution network. The Municipality is in charge of that network and the lack of adequate equipment is a major issue for them (the photos of excavator are provided in Appendix 9).

4.5. Methods for Valuation of Assets

94. The activity of real estate assessment requires licensing. The activity must be exercised by legal and natural persons after acquiring a license for real estate assessment as prescribed by RA law “On Licensing”.

95. During LRP preparation, the LRP PIC engaged the services of a competent and acknowledged/licensed independent valuator, responsible for determining replacement cost of the affected assets. Valuation was done in the framework of the RA Valuation Law and RA Valuation Standards as well as in line with requirements of the Project RPF. Where domestic law did not meet the standard of compensation at full replacement cost, IFC Performance Standard 5, EBRD Performance Requirement 5 and technical specifications for compensation at replacement cost were applied. The detailed methodology applied by valuator for the assessment of unit rates for this LRP is presented in the Appendix 2.

96. After assessment of the real estate, the evaluator produced a report on real estate assessment. The law indicates the obligatory scope of the report: the ownership and other rights to real estate, its quantitative and qualitative description; the methods of real estate assessment; objectives and application of real estate assessment; references to the legal acts regulated this particular assessment process; the requirements for the behavior of the valuator. In case that the PAPs do not agree with the report, they can submit questions or complaints to the valuator/State Cadaster. In case of disputes, the matter can be solved in the court of law.

5. LIVELIHOOD RESTORATION BUDGET

5.1. Background

97. This chapter describes the methodology adopted for the determination of unit rates, cost of land acquisition and compensation that will be paid to APs for project impacts. The compensation entitlements of different categories of APs presented in this chapter have been defined according to the principles adopted in the RPF (April, 2018). The compensation rates were determined by a certified independent evaluator using transparent methodology described in the Appendix 2. Valuation methodology is based on the RA Real Estate Valuation Law, RA Real Estate Valuation Standard and RPF.

5.2. Budget for land acquisition, servitude and compensation for crops/

5.2.1. Valuation and Compensation Calculation Approach

98. According to RPF, landowners, renters, land users subject to legalization as well as non-registered land users are eligible for compensation. The compensation calculation details are presented in the following table:

Table 5-1: Compensation for land acquisition and servitude

No .	Impact Category	PAP Category	Compensation
1	Land	Legal Owners	Will be compensated in cash at market or cadastral value (whichever the highest) plus 15% assessed by a qualified valuator. Non-directly affected sections of a plot which become inaccessible or unviable for cultivation after the impact will be included in the affected land. APs have the right to apply to Developer and ask to acquire the affected land entirely if the affected land cannot be used for the same purpose for which it was used before land alienation or if the inalienable part of the property is insignificant compared to the alienable part.
		Renters	The renters in return for the land where the tower will be located will receive a one-time compensation the same as owner, but multiplied by 20
		Legalizable PAPs	Will be legalized and compensated as legal owner
2	Servitude right compensation	Legal Owners	Legal owners of lands in the RoW will get compensation equal to the market price of servitude right. The payment will be done annually.
3	Community/ Municipal lands	Community	Community lands required for the PV plants location will be acquired by the Developer in accordance with the Article 66, part 5 of the Land Code, which states: State lands according to government decree and community lands upon the consent of the government can be sold directly (without tender) for the purposes of implementation of social or charity programs or investment programs approved by the Government of the RA. The relevant decree of the Government should determine the land use purposes, terms and conditions.
4	Livelihood	All PAPs	For reasons given in Table 2.2, livelihood impacts on legal land owners and renters in relation to the OTL are minor and will be adequately

No .	Impact Category	PAP Category	Compensation
	Restoration		covered by cash compensation. Livelihood impacts related to community grazing land are expected to minimal, due to the low capability of the land concerned and the availability of alternative grazing options. Although the Mets Masrik Community has not identified this loss as an issue requiring mitigation beyond cash compensation for the land, a further consultation will be arranged with this Community to confirm whether further grazing-related livelihood restoration measures are believed to be necessary to safeguard livelihoods. Any further measures discussed and agreed will be described in the Stakeholders Engagement Plan and Environmental and Social Management Plan.

99. The basis for the privately owned/rented land compensation calculation is the market or cadastral (whichever the highest) price of the land. In the affected communities' cadastral price is higher than market price, thus calculations were done based on cadastral price. Valuation methodology is provided in Appendix 2. The calculation of compensation for communal lands was also done based on cadastral price. The calculation of compensation for additional 32.7ha land for PV plant was done based on cadastral price of Energy Category land, since the category of the land will be changed to Energy Category before acquisition. The other communal lands will be acquired with their current category which is agricultural.

5.2.2. Budget for Land Acquisition and Annual Servitude

100. Total compensation to be paid for private and communal land acquisition as well as for rented lands is **48,384,807.72 AMD**. Total cost of annual servitude for private and communal lands is **3,791,950.02 AMD**.

Table 5-2: Land Compensation for Privately Owned lands Acquisition (Tower location)

n/n	Community	Private Land				
		Plot (N)	Area (M2)	Unit Price* (AMD/m2)	Total Land Cost (AMD)	Total Land Compensation (including 15%)
1	Pokr Masrik	1	397.70	75.00	29,827.50	34,301.63
2	Arpunk	2	499.49	49.90	24,924.55	28,663.23
	Total	3	897.19		54,752.05	62,964.86

*Calculation is done based on cadastral price since it is higher than market price

Table 5-3: Land Compensation for Communal lands Acquisition (Tower location + interconnection equipment)

n/n	Community	Communal Land
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		Plot (N)	Area (M2)	Unit Price (cadastral price) (AMD/m2)	Total Land Cost (AMD)
1	Mets Masrik	1	95.71	75.00	7,177.97
2	Pokr Masrik	3	1,086.60	75.00	81,495.00
3	Arpunk	6	3,954.00	49.90	197,304.60
	Total	10	5,136.31		285,977.57

Table 5-4: Land Compensation for Communal lands Acquisition (additional land for PV plant 32.7 ha)

n/n	Community	Communal Land			
		Plot (N)	Area (M2)	Unit Price (cadastral price of energy category) (AMD/m2)	Total Land Cost (AMD)
1	Mets Masrik	1	326,591.00	144.00	47,029,104.00
	Total	1			47,029,104.00

Table 5-5: Land Compensation for Servitude (Private lands)

n/n	Community	Private Land				
		Plot (N)	Area (M2)	Unit Price for annual servitude right (AMD/m2)	Total price for annual servitude right (AMD)	Total price for annual servitude right +10% Income Tax* (AMD)
1	Pokr Masrik	7	26,772.09	12.53	335,454.29	368,999.72
2	Arpunk	2	35,728.15	8.35	298,330.05	328,163.06
	Total	9	62,500.24		633,784.34	697,162.77

*Income tax is paid only by individuals

Table 5-6: Cost of Annual Servitude (Communal lands)

n/n	Community	Communal Land			
		Plot (N)	Area (M2)	Unit Price for annual servitude right (AMD/m2)	Total price for annual servitude right (AMD)
1	Mets Masrik	1	1,344.92	12.53	16,851.89
2	Pokr Masrik	8	151,740.18	12.53	1,901,304.46
3	Arpunk	13	140,913.88	8.35	1,176,630.90
	Total	22	293,998.98		3,094,787.25

Table 5-7: Land Compensation for Privately Rented Lands (Tower location)

n/n	Community	Private Land					
		Plot (N)	Area (M2)	Unit Price (AMD/m2)	Total Land Cost (AMD)	Total Land cost + 15%	Total Compensation for rented land ((Total Land cost + 15%) *20)
1	Pokr Masrik	3	405.52	75.00	30,414.00	34,976.10	699,522.00
2	Arpunk	1	267.70	49.90	13,358.23	15,361.96	307,239.29
	Total	4	673.22		43,772.23	50,338.06	1,006,761.29

5.2.3. Compensation for Crops

101. Compensation for crops will be paid in cash at market rate, i.e., at the price per 1 sq. m of affected crops. The unit rates were determined based on the yield and prices of crops. Total compensation for crops is **68,427.05 AMD**. It worth to mention that there is no severe impact from the project i.e. there are no cases of loss of 10% and more of agricultural land/income.

Table 5-8: Compensation for Affected Crops

n/n	Type of Crop/Plant	N of Plots	Annual Productivity kg/m2	Affected Area (M2)	Total Loss (kg)	Price AMD/ Kg	Compensation AMD
1	Wheat	4	0.45	1,034.97	465.74	140.00	65,203.00
2	Sweet clover	1	0.4	137.78	55.11	58.50	3,224.05
	Total	5		1,172.75	520.85		68,427.05

5.3. Livelihood Restoration Measures Budget

5.3.1. Annual allowance for renters

102. In addition to the one-time compensation the renters will also receive annual allowance provided below. The total annual allowance for renters (including 10% income tax) is **330 000 AMD**.

Table 5-8-1: Annual Allowance for Rented Lands

n/n	Community	Private Land				
		Plot (N)	Towers (N)	Unit Price (AMD/Tower)	Total price for annual compensation (AMD)	Total price for annual compensation +10% Income Tax (AMD)*
1	Pokr Masrik	2	5.00	37,500.00	187,500.00	206,250.00
2	Arpunk	1	3.00	37,500.00	112,500.00	123,750.00
	Total	3	8.00		300,000.00	330,000.00

*Income tax is paid only by individuals

5.3.2. Registration costs

103. Calculation of registration cost for land acquisition is based on the quantity of land plots after the land plot separation process as well as on the registration costs (state duties, fees) which differs depending on the owner of the land. The total number of different land plots (with different cadastral code) to be acquired is **13**, meanwhile the total number of land plots after separation will be **45** which is **41+2+2** where **41** is the number of towers, **2** is two additional land plots which are caused by the location of two towers in two different

land plots (each one in two lands) and 2 is additional 32.7ha land for PV plant + the land plot for interconnection equipment.

Table 5-9: Registration Costs for Land Acquisition

Ownership	N of Plots	Registration cost (AMD)	Total Cost (AMD)
Private land	9	5,500	49,500.00
Communal land	36	39,000	1,404,000.00
Total	45		1,453,500.00

104. Calculation of registration cost for servitude is based on the quantity of land plots needed for servitude as well as on the registration costs (state duties, fees) which differs depending on the owner of the land. Total number of land plots needed for servitude is 31 (including 13 land plots to be acquired).

Table 5-10: Registration Costs for Servitude

Ownership	N of Plots	Registration cost (AMD)	Total Cost (AMD)
Private land	9	1,500	13,500.00
Communal land	22	36,000	792,000.00
Total	31		805,500.00

105. Total registration cost is **2,259,000.00 AMD**.

5.3.3. Vulnerability Allowance

The survey identified one vulnerable HHs registered in the Social Assessment System of Family which will receive the allowance provided below as well as priority for project-related jobs.

Table 5-11: Allowances to Vulnerable HHs

Vulnerability category	HH	Allowance amount (AMD)	Total (AMD)
HH registered in the Social Assessment System of Family	1	330,000	330 000
Total	1		330 000

5.4. Community Development Measures (CDM)

Table 5-12: CDM Budget

Community Development Measure	Amount (AMD)
Compensation for land donation (97.4ha)	80,000,000
Donation of an Excavator	13,311,000
Total	93,311,000

5.5. Budget for Consultancy Services

Table 5-13: External Monitoring Consultancy Budget

n/n	Deliverable	HHs quantity	Unit Price (AMD)	Price Total
1	D1. LRP Compliance Report (in both Armenian and English)	20	80,000.00	1,600,000.00
2	D2. Completion audit report (in both Armenian and English)	20	40,000.00	800,000.00
3	VAT (20%)			480,000.00
	Total			2,880,000.00

5.6. Budget Summary

106. Total LRP implementation budget is **AMD 252,639,458.72** or **US\$ 517,703.81**.

Table 5-14: Budget Summary /Annual Payments

n/n	Line Item	AMD/Year	Period (Years)	Total for 20 years (AMD)	Total for 20 years (USD)
1	Servitude Payment	3,791,950.02	20.00	75,839,000.43	155,407.79
2	Annual Allowance for Rented Lands	330,000.00	20.00	6,600,000.00	13,524.59
	Total	4,121,950.02		82,439,000.43	168,932.38

* US\$ rate as of 27.03.2019; 1USD = 488 AMD

Table 5-15: Total Budget Summary (including the annual payments)

n/n	Line Item	AMD	USD*
a) Compensation Budget			
1	Land acquisition (tower + interconnection equipment)	348,942.43	715.05
2	Land acquisition (Additional land for PV plant 32.7 ha)	47,029,104.00	96,371.11
3	Land Compensation for Servitude (Total for 20years)	75,839,000.43	155,407.79
4	Land Compensation for Privately Rented Lands	1,006,761.29	2,063.04
5	Crops	68,427.05	140.22
Sub-Total (Compensation Budget)		124,292,235.20	254,697.20
b) Livelihood Restoration Measures Budget			
1	Annual Allowance for Rented Lands (Total for 20years)	6,600,000.00	13,524.59
2	Registration Cost	2,259,000.00	4,629.10
3	Vulnerability Allowance	330,000.00	676.23
Sub-Total (Livelihood Restoration Measures Budget)		9,189,000.00	18,829.92
c) Community Development Measures (CDM)			
1	Compensation for land donation (97.4ha)	80,000,000.00	163,934.43
2	Donation of an Excavator	13,311,000.00	27,276.64
Sub-Total (CDM Budget)		93,311,000.00	191,211.07
d) Budget for Consultancy Services		2,880,000.00	5,901.64
e) Contingency (10% of all the above: rows a-d)		22,967,223.52	47,063.98
Total Budget		252,639,458.72	517,703.81

* US\$ rate as of 27.03.2019; 1USD = 488 AMD

6. PUBLIC CONSULTATION AND INFORMATION DISCLOSURE

6.1. Background

107. According to IFC, EBRD requirements and the project RPF, APs should be meaningfully consulted and should have opportunities to participate in planning and implementing LRP programs. Under the same principle, participation and consultation procedures should include provisions for meaningful consultations with affected persons and communities, local authorities, as well as the general public, including nongovernmental organizations (NGOs). Developer should ensure that APs and affected communities receive all the relevant information in timely manner, and are offered opportunities to participate in the planning, implementing and monitoring of the LRP activities.
108. This chapter describes the process of promoting consultation/participation of affected populations and stakeholders in LRP planning, implementation and monitoring that was and will be followed as well as the plan for disseminating LRP-related information to the APs and stakeholders, including information about compensation for lost assets, eligibility for compensation, assistance, and grievance redress. In a specific subchapter details on the consultations meetings in the affected communities are presented including the summary of the views expressed and how these views were taken into account in preparing the LRP.

6.2. Stakeholder engagement plan

109. The Developer is committed to implementing the requirements of IFC and EBRD on meaningful engagement and consultation. A Stakeholder Engagement Plan (SEP) was developed in order to guide stakeholder consultations and communications during the development and execution of the Project, while also meeting IFC and EBRD requirements. The SEP will be updated annually, to provide a roadmap for engagement during construction and operation. The Developer is fully committed to the integration of environmental and social considerations in the design and development of the Project, as well as establishing and maintaining constructive relationships with all stakeholders.

6.3. Public consultation

6.3.1. Public Consultation during the IAA, ESIA and LRP preparation period

110. During Initial Assessment Application (IAA), Environmental and Social Impact Assessment (ESIA) and LRP preparation, Developer conducted extensive public consultations (see table below) through formal (stipulated by the Armenian legislation) and informal meetings with APs and representatives of Local Self Governance Bodies (LSGB) (see MoM from the PCs in Appendix 3).

Table 6-1: The list of PCs

N	Community	Date	Place	Subject
1	Mets Masrik and Geghamasar	October 15, 2018	village hall	IAA`s first consultations
2	Mets Masrik and Geghamasar	December 13, 2018	village hall	IAA`s second consultations
3	Mets Masrik and Geghamasar	January 30, 2019	village hall	ESIA`s first consultations & LRP pre-survey consultations
4	Pokr Masrik & Arpunk	April 26, 2019	village hall	Presentation of the Compensation Amount
5	Pokr Masrik & Arpunk	May 08, 2019	village hall	Presentation of the Compensation Amount
6	Mets Masrik	May 29, 2019	village hall	ESIA final consultations

111. All the APs were notified by phone calls about the place and time of PC a week before the PC. Respective announcements were sent to local authorities via email and posted on the announcement desk of each community a week before the PC. Local NGOs were informed via emails and NGO networks.
112. At each meeting, the main stages of impact assessment process were presented, including project related information, cut-off-date, schedule, compensation entitlements, valuation methodologies, grievance redress mechanism, APs rights and process of the acquisition. In addition, contact information of Developer`s focal point was disseminated. The APs were informed about their rights, particularly the APs were informed that they have the right to:
- Refuse to sign the description protocol if they are not agreed with its content
 - Appeal against the Eminent Domain Decree within one month of its entering into force.
 - Apply for acquisition of the affected land entirely if the affected land cannot be used for the same purpose for which it was used before land acquisition or if the inalienable part of the property is insignificant compared to the alienable part.
113. Additional PCs on LRP implementation and compensation issues will be held once Lenders` no-objection is received on the LRP. The PCs will be held in the offices of the LSGBs which are accessible to the APs.
114. Informal consultations with representatives of APs and local government officials were done before and during the measurement, assets inventory and census surveys implementation by assets inventory and valuation team of the LRP preparation Consultant. Basic information about the Project and LRP related activities were presented. In particular, APs were informed about LRP related surveys, schedule, cut-off-date during the process of LRP preparation.

6.3.2. Public Consultation during LRP implementation and construction period

115. Additional informal consultations with APs will take place during the LRP implementation stage, especially during the signing of contracts by the LRP implementation specialist/team.
116. Public Consultation meetings will be organized by EPC Contractor and Developer in all the communities for the general population to inform community members about construction schedules, approaches, safety mechanisms and GRM. The purpose of the Public Consultation is to create a connection between the EPC Contractor, Developer and the affected people with regard to consulting and advising them in advance and during operation of the works plan and possible impacts of the construction activities. The Public Consultation will also include informing the public about the Grievance Redress Procedure.
117. During the construction execution, periodical visits will be organized to the local community in order to identify individuals' opinion, regarding civil works, eventual hazards, impacts and mitigation actions that have been taken and can be developed.

6.4. Information Disclosure

118. During LRP preparation, implementation and monitoring, the following information disclosure activities were or will be conducted:
 - **Notifications envisaged by RA Law:** Some information disclosure requirements of the law refer to the planning and others to the implementation processes. All APs will be notified about assets inventory survey results through official letters with assets description protocols. The Eminent Domain Decree (if applicable) will be published in a newspaper and each affected landowner will receive a letter with official notification. Draft Contracts with valuation results and compensation amounts will be officially sent to APs as soon as the LRP is finalized and approved. With official notification of the draft contracts
 - **Distribution of the Public Information Brochures:** During Public Consultation Meetings Developer will distribute the Public Information Brochure in Armenian. The brochure highlights project description, entitlement, AP's rights and compensation matrix, frequently asked questions, grievance redress mechanism and contacts of Developer as well as contractor's social safeguard specialist.
 - **Disclosure of Draft LRP:** The draft LRP will be disclosed for a period of 20 calendar days as required by RPF, which will allow time for all interested and affected parties to submit their comments and concerns about the LRP. A copy of Draft LRP in Armenian will be sent to the LSGBs in all the affected communities. APs will be able to provide their comments and questions to Developer via phone, through the LSGBs or personally during the Public consultation that will be organized in the affected communities. All APs will be informed about the opportunity via phone by Developer

safeguard specialist. The public consultations will be organized by Developer after the disclosure of the draft LRP.

- **Disclosure of Final LRP:** As soon as no-objection for the LRP is provided by the lenders, the LRP in Armenian and in English will be posted in the IA`s and Developer`s websites. A copy of the approved LRP will also be available at the offices of the regional authorities and the offices of the LSGB`s in the affected communities.

7. GRIEVANCE REDRESS MECHANISM AND PROCEDURES

119. It is for the benefit of both the Project and the APs to devise a mechanism through which complaints and disagreements related to LRP may be resolved. Developer has put in place a Grievance Redress Mechanism (GRM) (see Appendix 14 for more details) to ensure that it is responsive to concerns or complaints, particularly from Project Affected Persons (PAPs/APs) in the project area. In many instances, the grievance process can provide the opportunity for resolution via independent mediation or alternative dispute resolution versus a lengthy court proceeding or compliance investigation. The specific objective of GRM will be to facilitate the process, ensure effective and timely resolution thereby reducing the risk of escalation of conflicts and avoiding unnecessary delays. All APs were notified about the presented GRM during Public Consultation which have already been held and will be additionally informed during the further meetings to be held (after the receipt of Lender`s no-objection on the LRP and before commencement of civil works) as well as through the disclosed project information leaflets.

8. MONITORING AND EVALUATION

8.1. Overview

120. Monitoring and Evaluation are key components of the land access process. The Monitoring and Evaluation process examines what worked with the process and why, what did not and why not, and what adjustments, changes or corrective actions need to be made. Monitoring is the measurement through time that indicates the movement toward the objective or away from it. Monitoring provides the raw data to answer questions. Evaluation is putting those data to use, thus giving them value. From a practical perspective the aim is to identify the need for any changes or corrective actions that need to be made to reach the ultimate objectives, particularly fair compensation and livelihood restoration.
121. Monitoring and Evaluation are typically divided into three components, defined below:
- Input monitoring,
 - Output monitoring,
 - Outcome evaluation.
122. **Input (or progress) monitoring:** Measures whether inputs are delivered on schedule and as defined in the LRP. Inputs are the services, resources or goods that contribute to achieving outputs and, ultimately, desired outcomes. Input monitoring is done internally on an on-going basis, often as part of the project general management system or quality assurance system.
123. **Output (or performance) Monitoring:** Measures the direct measurable results of the inputs, for example the number of people receiving compensation. Input and output monitoring together keep track of project implementation efficiency and indicate whether changes need to be made to make the program operate more efficiently. Output monitoring is done internally.
124. **Outcome (or impact) Evaluation:** Defines the extent to which the project inputs and outputs are achieving or are likely to achieve the objectives of a program. Examples of outcomes include the effectiveness of livelihood restoration or reinstatement. Outcome evaluation, coupled with output monitoring results, indicate whether the program is genuinely working and should continue to be implemented as is, or whether fundamental changes have to be made. Outcome evaluation will be carried out by an External Independent Consultant (EIC). Outcome evaluation will be integrated with the process of compliance and completion monitoring and auditing, which is mandated by the requirements of PS5 and PR5.

8.2. Input and output monitoring/Internal Monitoring Indicators

125. The Developer will use indicators shown below to carry out input and output monitoring of its land access, compensation and livelihood restoration activities.

126. Input and output monitoring will, for the most part, be carried out internally under the supervision of the Project Manager of the Developer, with monthly audits of progress and compliance. Performance monitoring indicators will be, as follows;

- Number of information campaign and consultation with APs (by gender) done;
- Number of draft contracts sent to APs (by gender);
- Number of final contracts/agreements signed;
- Payments done;
- Number of land plots registered in the State Cadaster;
- Number of grievances received, resolved, pending (by gender);
- Average time for grievance processing (measures the interval between grievance registration and closure and time between grievance registration and first acknowledgement of receipt).

8.3. Outcome Monitoring and Evaluation/External Monitoring Indicators

127. Outcome evaluation will be carried out by an External Independent Consultant (EIC) through compliance and completion monitoring and auditing. Compliance audit will be held upon completion of LRP implementation. Completion audit will be held one year and second two years after the completion of construction works¹¹. In addition to the performance monitoring indicators given above EIC will use the following indicators:

- Average time for payment of compensation
- Has compensation been paid at full replacement cost? Is compensation updated to take account of increases in real estate values?
- Use of compensation
- Are income restored? Survey of occupations and income over a stratified of APs and comparison with baseline (for completion audit only).

¹¹ Rationale for that is the necessity to cover also the damage to crops during the construction period and to verify whether the income has restored after a year/two years.

9. LIVELIHOOD RESTORATION PLAN IMPLEMENTATION PROCESS

9.1. Background

128. This chapter describes the preparatory steps to be taken prior to LRP implementation and the future activities required to ensure its successful implementation. An implementation schedule with respective responsible organizations is presented at the end of the chapter.

9.2. Current Status of Land Acquisition

9.2.1. Livelihood Restoration Plan Preparation Activities

129. The Developer has already successfully completed several tasks during for the LRP preparation. The following are the particulars of the main preparatory tasks completed during the LRP preparation stage:

- Finalization of the final detailed design;
- Submission of the draft decree of the RA Government on Alienation of Property for the Purpose of Supremacy of the Public Interest (the Eminent Domain Decree) to the Ministry of Energy Infrastructures and Natural Recourses. The Agreement on Rights, Obligations and Liabilities of RA and the Developer in Relation to the Process of Acquisition of Property was signed on May 30, 2019.
- Public Consultation with PAPs (totally 6 consultations were held);
- Establishment and disclosure of the official cut-off date;
- Conducting of detailed measurement, affected assets inventory survey;
- Conducting of census survey;
- Conducting of the affected assets valuation;
- Additional survey was conducted in May to identify crops on the affected lands that could not be identified during a previous survey conducted in the winter.
- Preparation of assets description protocols to all PAPs as per RA procedures;
- Preparation of the LRP, including budget and schedule for implementation;
- Submission of this LRP to the Lenders for no-objection.

9.2.2. Livelihood Restoration Plan Implementation Activities

130. To speed up the LRP implementation process, the Developer has already initiated some actions/activities as groundwork and certain preparatory works regarding the implementation of the LRP.

131. **Establishment of Grievance Redress Mechanism:** GRM was defined and communicated to APs during Public Consultations. Information brochures with details on GRM were prepared and will be disclosed during upcoming public consultations. GRM card with contacts were prepared and will be distributed in the community by project representatives during each visit to the communities.

132. **Hiring of the Consultant responsible for LRP implementation:** Initially EA Energy Advisory (EA) was hired for LRP preparation but further the task of land acquisition was also delegated to EA.

133. **Identification of the lands without any state registration** – Only one land without registration was identified in Arpunk village. As per the preliminary information the land belongs to community.
134. **Identification of the Commercial Banks and agreements:** As per IFC PS5 and EBRD PR 5 APs should receive compensation at full replacement cost, without any depreciation, including the fees for the cashed amount. The LRP PIC has initiated the process of the identification of the commercial bank(s) that will provide the best conditions for APs and will be located near the affected area if possible, to open APs accounts and to transfer compensation amounts and allowances.
135. **Preparation and Signing of the Protocols on Intention:** The LRP implementation Consultant prepared and arranged signing of the Protocols on Intention. All APs signed the protocol¹² (the signed copies are provided in the Appendix 7).
136. **Preparation of the acquisition contracts and agreements with APs:** The Developer prepared a template of the agreement on payment of allowances and compensation for assets other than registered land and other property rights. For acquisition of registered land and other property rights the standard form approved by the Cadaster will be used.
137. **Training of Local Self-Governing Bodies representative and GRC members:** The Developer will organize trainings for LSGB representatives who will be involved in the GRM at local level in all affected communities. The training will be conducted during draft LRP disclosure and will be fully completed before final LRP approval and implementation. GRC members will be trained in before LRP implementation starts.

9.3. Future Steps

138. **Hiring of External/Independent Monitoring Consultant:** The Developer will begin the implementation of the LRP immediately after provision of no-objection by the Lenders. Implementation will end after compensations have been fully paid to all APs and verified by the External Monitoring/Compliance Audit Consultant to be hired by the Developer. In two years after the completion of construction works the Consultant will hold socio-economic survey to identify whether the income of APs has restored in comparison with baseline (Completion audit). LRP implementation process in accordance IFC PS5, EBRD PR5, RPF and RA Laws and Regulations are described below.
139. **Allocation of the budget for LRP implementation.** The LRP implementation will be financed from equity of the Developer.
140. **Sending of Draft Contracts:** The compensation negotiations with APs will be started during LRP implementation stage as soon as Lenders` no-objection is received for the LRP, including the compensation calculation methodology. In the first stage (according to

¹² The Protocols were signed by all owners and renters except one owner from Pokr Masrik, who agree to sell his land, but he is now in Russia.

RA legislation) the acquirer tries to negotiate with the owner and/or renter sending a draft contract on acquisition of property.

141. **Signing of the contracts and agreements:** In case the negotiation is successful, the Developer will sign contracts with APs in Real Estate Cadaster for disbursement of compensation for legal properties and will sign agreements for disbursement of allowances.
142. **Expropriation procedure:** In case of failure in negotiations in 3 months after sending of the draft contract, the developer will pledge the compensation amount within a month, in the names of the APs on the court or notary deposit account. The compensation amount for the asset to be acquired will be calculated (re-calculated as needed) a week prior to the deposit into the account. The APs will be notified about the depositing of the compensation amount in 3 calendar days by the Developer. The PAP has a right to take the amount from deposit account within 7 calendar days. In this case, contract will be considered as signed. Otherwise, the Developer will initiate expropriation procedure and will transfer the case to the court.
143. **Payment of Compensation/Allowances:** The compensation amount will be paid within one week after contract signing. The compensation will be transferred to the AP's bank account. If AP does not have a bank account, then the Project will open one at the expense of the Developer/ LRP budget.
144. **Absent APs:** If owner is not in Armenia, then the deal can be carried out by official representative of the AP based on a power of attorney. If no representative is appointed, then the property will be legally expropriated through a Court process and the compensation will be transferred to the court or notary deposit account as described above. The Court will pay this compensation to any person who establishes his/her legal entitlement to receive it.
145. **Start of Civil Works:** No land will be possessed by the Developer for the commencement of construction works without full payment of due compensations to the affected landowners and their tenants and re-registration of the ownership rights in the Real Estate Cadaster. On the land plots that are under the expropriation the civil works can start only after the court decision enters into force and the affected assets are re-registered in the Real Estate Cadaster on the name of the Developer. This should be justified by a Compliance Audit Report prepared by an External Monitoring/compliance Audit Consultant and Lenders` no-objection shall be received.
146. **Grievances or objections** (if any) will be redressed as per the grievance redress procedure provided in this LRP. Continuous LRP tasks as grievance redress & monitoring will go on during the phase of civil works in order to assure timely response to APs requirements and to assure correct implementation of LRP procedures.

9.4. Livelihood Restoration Plan Implementation Schedule

147. The timeline presented in the following table shows the distinct stages of LRP preparation, finalization and implementation.

Table 9-1: LRP preparation and implementation stages

Step	Action	Responsibility	2019									TOTAL
			Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	
A	Preparation of Resettlement Action Plan (LRP)											4
	Public Consultation with APs	LRP PIC										1
	Acquire Cadastral Information and Land Parcel Maps	LRP PIC										2
	Assessment RPF, Social DD report and other Project Documents	LRP PIC										2
	Coordination with LSGB	LRP PIC										1
	Consult and Transect Walk with Community Leaders and representatives of affected persons	LRP PIC										1
	Conduct Socio-Economic Census and inventory of affected assets	LRP PIC										2
	Valuation of Assets	LRP PIC										1
	Integrate data from Census and Inventory in Resettlement Action Plan (Draft LRP)	LRP PIC										1
	Lenders Review and No objection	Lenders										1
	Disclosure of the final LRP and Public Consultation	LRP PIC										1
B	LRP implementation											5
	Compensation payments	Developer										3
	Preparation of a Compliance report (CR)	Independent Monitoring Consultant										2
	Lenders Review and No objection for CR	Lenders										1
	Reporting to the Lenders	Developer	<i>Continues</i>									

APPENDIX 1 : ENTITLEMENT AND COMPENSATION MATRIX

No	Impact Category	PAP Category	Compensation/allowance
a) Compensations			
1	Land	Legal Owners	Will be compensated in cash at market or cadastral value (whichever the highest) plus 15% assessed by a qualified valuator. Non-directly affected sections of a plot which become inaccessible or unviable for cultivation after the impact will be included in the affected land. When $\geq 10\%$ of an agricultural land is affected, PAP (owners, renters and sharecroppers) will get an additional Severe Impacts Allowance (see definition Severe Impacts Allowance below). Compensation will be free of deductions for transaction and registration costs.
		Legalizable PAPs	Will be provided assistance in legalization process and after legalization will be compensated as legal owner.
		Renters	The renters in return for the land where the tower will be located will receive a one-time compensation the same as owner, but multiplied by 20
2	Servitude right compensation	Legal Owners	Legal owners of lands in the RoW will get compensation equal to the market price of servitude right. The payment will be done annually.
3	State and Community/ Municipal lands	State/ Community	State and Community lands required for the PV plants location will be acquired by the Developer in accordance with the Article 66, part 5 of the Land Code, which states: State lands according to government decree and community lands upon the consent of the government can be sold directly (without tender) for the purposes of implementation of social or charity programs or investment programs approved by the Government of the RA. The relevant decree of the Government should determine the land use purposes, terms and conditions.
4	Crops	All PAPs	Cash compensation at current market rates for the gross value of 1 year's harvest by default (in the cases where the damage to crops was caused by passage of heavy machinery during construction period the compensation will be equal to average market price of 2 years harvest, see also the procedure in Appendix 5). Crop compensation will be paid both to landowners and tenants based on their specific sharecropping agreements. Non-legal land users are also eligible for crop compensation according to IFC PS5 and EBRD PR 5.
5	Trees	All PAPs	Cash compensation at market rate based on type, age and productivity of trees.
b) Livelihood Restoration Measures			
6	Land	Renters	Annual allowance for renters: in addition to the abovementioned one-time compensation, the renters will also receive an annual allowance equal to 37 500 AMD for each tower to compensate the reduction of agricultural income from the affected lands.
7	Severe impacts allowances	Severely Impacted PAPs	AH losing 10 % or more of agricultural land (including relocated tenants) will get severe impacts allowance for a 6 months period in the monthly amount of AMD 55 000 (equal to 6 months minimum salary defined in RA legislation).
8	Financial assistance for costs/fees related to	All PAPs	PAPs will receive financial assistance for costs/fees related to acquisition and compensation payment that include: <ul style="list-style-type: none"> • Costs/fees for power of attorney (provided from abroad/local); • Costs/fees associated with national passport (ID card) update in case

No	Impact Category	PAP Category	Compensation/allowance
	acquisition and compensation payment		<p>the data expired;</p> <ul style="list-style-type: none"> • Costs/fees associated with the adoption of the inheritance; • Cost for transaction taxes and fees connected with land acquisition will be covered by the Project Funds as a part of the compensation.
9	Vulnerability Allowance	Vulnerable PAPs	Vulnerable people will be given a rehabilitation allowance equal to 6 months at minimum salary and priority in employment in project-related jobs. Vulnerable people shall receive a one-off allowance for 6 months in the monthly amount of AMD 55 000 (the minimum salary).

APPENDIX 2: LRP BUDGET VALUATION AND DETERMINATION METHODOLOGY

Process Regulating Documents

The methodology for compensation calculations and unit price calculations is developed in accordance with the following documents:

- (i) IFC PS5 and EBRD PR5 in line with entitlement matrix developed for the project and presented in RPF and this LRP.
- (ii) The «RA (Republic of Armenia) Law ՅՕ-189-N on Real Estate Assessment Activities» adopted on 04.10.2005
- (iii) The RA National Standard on Real Estate Assessment in the Republic of Armenia
- (iv) The RA Urban Development Minister's «Decree N 09-N (dated 14.01.2008) on Approving the Construction of Buildings, Structures in the RA Territory and the Collection of the Increased Indicators of the Construction Work Type Cost. »
- (v) References on prices mentioned in the construction contracts for the construction of similar type of buildings and structures in current market conditions.

Scope of Evaluation

Within the Project the following is evaluated:

- Affected assets - lands, buildings, structures and improvements fixed on the alienated and total parts of the affected plot
- Trees, bushes, crops existing on the lands of affected assets on the alienated and total parts of the affected plot

LAND VALUATION METHODOLOGY

General Approach

Under the LRP, land owners, renters, land users subject to legalization and illegal users are eligible for compensation for the affected land. A special compensation calculation approach is defined for each group. It is presented below in a generalized form:

Table1: Compensation for land

Impact Category	PAP Category	Compensation
Land	Legal Owners	Will be compensated in cash at market or cadastral value (whichever the highest) plus 15% assessed by a qualified valuator. Non-directly affected sections of a plot which become inaccessible or unviable for cultivation after the impact will be included in the affected land. When $\geq 10\%$ of an agricultural land is affected, PAP (owners, renters and sharecroppers) will get an additional Severe Impacts Allowance (see definition Severe Impacts Allowance below). Compensation will be free of deductions for transaction and registration costs.
Land	Legalizable PAPs	Will be provided assistance in legalization process and after legalization will be compensated as legal owner.
Land	Renters	The renters in return for the land where the tower will be located will receive a one-time compensation the same as owner, but multiplied by 20
Servitude right compensation	Legal Owners	Legal owners of lands in the RoW will get compensation equal to the market price of servitude right. The payment will be done annually.

Assessment of the Land Replacement Cost

Land valuation is carried out at replacement cost based on market rates. Market rate is assessed through the comparative method as defined by government regulations. Based on this method a plot value is determined by taking into account the adjusted average sale price of at least three recently sold comparable plots with a similar location and use/features. If acceptable comparators in the same location of the valued plot are not available, one or more comparator plots are taken from a different location.

In order to reflect small differences between the characteristics/quality of the evaluated land and comparator lands, the average market sales of the comparator lands is adjusted according to several comparison parameters and corresponding coefficients.

Assessment Procedure

The land assessment comparative method is applied as follows:

- (i) similar real estate markets is analyzed
- (ii) at least three comparison units are defined
- (iii) necessary comparison elements are distinguished
- (iv) the cost of comparison units are adjusted according to comparison elements and several adjusted cost indicators averaged for the compared real estate
- (v) obtained market cost is compared with the cadastral cost
- (vi) the plot price is defined.

Step 1

To analyze similar real estate markets and choose reliable information for the analysis, the Evaluator uses public sources (professional journals, websites, external advertisements), a personal database¹³ and information obtained from the “Center of Information technologies” SNCO (State Non Commercial Organization) at the State Committee of Real Property Cadastre of the Government of the Republic of Armenia (SCRPC). Based on the obtained information, the Evaluator uses the most compatible/relevant information (by its comparison elements).

Step 2

In principle, the source of comparator values are records of executed sales from the Centre for Information Technologies SNCO at the SCRPC. If for a particular plot, records do not include usable comparators, then records from the Cadaster lists of market prices or land sale offers in the newspapers and websites are used to form comparators. Each valued plot is matched with at least (3) three comparator plots.

Step 3

Once comparator plots are identified, several additional parameters for comparing the relative quality/features of valued plots and comparator plots are also considered. The parameters and the coefficients for price adjustments are listed below:

Sales condition and market state

These are the market price changes which occurred between the market sales of comparator lands and the evaluation period. The evaluator also considers whether the property was purchased through a mortgage. Since the review of market real estate sales is based on the most recent and adjusted information, if there is no instance of mortgage arrangements, a coefficient of 1,0 is applied.

Targeted and operational purpose

¹³In his/her office, the Evaluator kept a database, where both the prices of the property subject to sale and the sales data (that became known to the Evaluator, as a result of implemented transactions with the Evaluator’s participation) are entered.

These elements describe the usage for which a given plot has been approved, i.e. for residential construction, public construction, agricultural purposes, etc. The evaluator doesn't make any corrections since, according to IFC PS5, the assessment is based on the actual usage of the plot.

Actual usage

This shows how the given plot is actually used, irrespective of its cadastral, targeted and operational purpose. The Evaluator doesn't make a correction in cases where the actual purpose of the assessed plot is that of an orchard, for example, but the plot is officially categorized as residential construction, since s/he considered the plots free of any improvement, as well as from trees and crops¹⁴. Qualifying the actual purpose of the plot as an orchard, the Evaluator intends to indicate that there are trees on the given plot.

Location and position

Assessed and comparator plots are shown by districts. Their distance from a main road is also shown. In this case, 20% step decrease or increase coefficients is applied.

Access to transport

This coefficient describes the distance of assessed and comparator plots from main transport junctions. Access to transport is considered the same for assessed and comparator plots and no coefficient is applied.

Total surface area

In the situations when the size of the total surface area of the affected plots is significantly different from the comparable plots, the adjustment coefficient is applied. In this particular case 1,05 magnifying coefficient is applied.

Availability of infrastructures

Describes the distance from the assessed plot to main infrastructures (roads, irrigation pipeline, drinking water pipeline, electricity line, gas pipe, sewage). If the infrastructures are close to the plot or available on the plot, it is noted that the infrastructures are available for the given plot or the plots are equipped with the given infrastructure.

If the plot is located in a district where the given infrastructure is missing and its availability is an urban problem, it is noted that the plot doesn't have the given infrastructure. If the valued/assessed plot has more favorable location in terms of availability of infrastructures in comparison with comparable plots, then the Evaluator applies the correction of 15%.

Slope

The coordinated market observations show that plots with or without a slope has different prices. For that reason, the Evaluator also considers this comparison element. If the assessed and comparator plots are flat, there is no need to correct the given element.

Property entitlements

Plot prices are different depending on whether the entitlement is ownership, lease or illegal usage. The Evaluator will not apply an entitlement adjustment coefficient, the plots are assessed as private, then, depending on the type of entitlement, the compensation amount is determined.

¹⁴ The assessment of trees and crops is carried out separately and is added to the compensation cost. This provides a possibility to avoid double calculation of trees and puts the PAPs in socially fair and equal conditions. If during the evaluation the plot is compared with the plots with actual orchards, the price of the latter would have also included the cost of the trees as land improvement

Improvements

This shows what improvements a given plot has other than main structures and trees, for instance, a metal, wooden or stone enclosure, areas covered by concrete or asphalt, etc. The Evaluator does not make a correction related to this element since the cost of these improvements is calculated separately and is added to the compensation cost.

Step 4

The market price unit of the plots is adjusted according to the listed comparison elements. The adjustment logic is presented in the table below:

Table 2: Analysis of comparable property and comparison elements

Comparison elements	Assessed Property	Similar real estate 1	Similar real estate 2	Similar real estate 3
Haggle (sale terms)		Sale	Sale	Sale
Period (market condition)	7.2017	10.2016	9.2016	8.2015
Target purpose	Settlements	Settlements	Settlements	Settlements
Operational purpose	Housing construction	Housing construction	Housing construction	Housing construction
Actual Purpose	Housing construction	Housing construction	Housing construction	Housing construction
Location	Good	Good	Good	Good
Position	Satisfactory	Good	Excellent	Good
Transport accessibility	Good	Good	Good	Good
Total operational purpose surface (sq.m)	407.48	400	800	800
Infrastructure availability	Good	Satisfactory	Satisfactory	Satisfactory
Deviation	Smooth	Smooth	Smooth	Smooth
Property Rights	Illegal	Ownership	Ownership	Ownership
Improvements	Not available	Not available	Not available	Not available
One square meter price (AMD)		27,500	29,213	27,163

Table 2.1: Adjusting Table of Properties Sales Pricing Factors to be Compared

Compersion factors	One square meter price (AMD)	Haggle (sale terms)	Period (market condition)	Target purpose	Operational purpose	Actual Purpose	Location	Position	Ttransport accessibility	Total surface (sq.m)	Infrastructure availability	Deviation	Property Rights	Improvements	Adjusted one square meter price (AMD)	Weight coefficient	Assessed Property
Similar real estate 1	27,500	1	1	1	1	1	1	0.9	1	1	1.15	1	1	1	28,463	0.33	28,729
Similar real estate 2	29,213	1	1	1	1	1	1	0.8	1	1.05	1.15	1	1	1	28,220	0.34	
Similar real estate 3	27,163	1	1	1	1	1	1	0.9	1	1.05	1.15	1	1	1	29,519	0.33	

Step 5

The final decision on the value of the assessed property is determined through the sales comparison method by analyzing adjusted prices of comparator real estate sales. The Evaluator averages the adjusted prices of three similar plots if all the three comparator plots are similar to the assessed plot and the sources for obtaining data are credible.

Step 6

The market price obtained through this method is compared with the cadastral price. In cases when the market price obtained by the comparative method is higher than the cadastral price of the plot, prices obtained through the comparative method is taken as a basis.

Step 7

Then, the market price of the plot is calculated by the following formula:

$$P_{MP} = P_{SA} \times S_{MP}$$

where:

P_{MP} – is the market price of the plot,

P_{SA} – is the surface area of the plot,

S_{MP} – is the adjusted market price for 1 square meter of similar plots.

SERVITUDE ASSESMENT METODOLOGY

General approach

The methodology of determining the annual service fee for servitudes is based on the principle of the ability of the land to generate the income. In the frameworks of the methodology uses the reverse operation of the income capitalization.

Assesment procedure

The method of the reverse operation of the income capitalization is implemented as follows:

- (i) The market value of the land subject to servitutation should be assessed;
- (ii) The coefficient of capitalization in the region of assessment of the land subject to servitude should be calculated;

(iii) The net operating income of the land plot subject to servitude should be calculated.

Step1

The market value of the land plot subject to servitude is assessed according to land assessment methodology provided in LRP.

Step 2

The capitalization coefficient is used to convert future annual cash flows from real estate into present value. The valuator determines the capitalization coefficient by market condensation (extraction) method. The sold land plots prices ($L_{p1}, L_{p2}, L_{p3}, L_{p4}, \dots, L_{pn}$) and the rent cost of such land plots ($L_{r1}, L_{r2}, L_{r3}, L_{r4}, \dots, L_{ri}$) (similar real estate) are analyzed and accordingly by the ratio of their average values the capitalization coefficient in the given region (**P**) is determined as per below mentioned formula:

$$P = \left(\sum_{i=1}^n (L_{pi})/i \right) / \left(\sum_{i=1}^n (L_{ri})/i \right)$$

Step 3

The net operating income of the land subject to servitude is determined, which in LRP is equalized to the annual fee for land servitude (**S**). It is generated by multiplication of the market value of the land plots (L_{mv}) and the capitalization coefficient (**C**) as per below mentioned formula:

$$S = L_{mv} \times C$$

The methodology does not include fixed or variable operating costs, recovery, management costs since the object being considered is the land of agricultural purpose and the use of servitude will not have an impact on land management or exploitation.

TREE AND CROPS COMPENSTATION METHODOLOGY

The compensation for seedlings and non fruit-bearing trees is based on the amount of money invested. The baseline data required for the assessment were:

- Tree type
- Tree age
- The region where the tree is located.

Seedling Assessment Process

The seedling market price is determined based on average prices in the RA seedling market. A study of the prices in the seedling market at Project area is carried out and the information obtained from several different sellers is averaged.

The following formula is applied for the seedling assessment:

$$T_s = S_{MP} + P_E$$

Where:

- T_s – (Standing) market price of the seedling
- S_{MP} – Seedling market price (without planting)
- P_E - Seedling planting expenses

Non Fruit-Bearing Tree Assessment Process

For the assessment of the non-fruit-bearing trees, the following formula is applied:

$$T_{MNB} = S_{MC} + P_{MC} \times A_G$$

Where:

- T_{MNB} – Market price of the tree

S_{MC} – Seedling market price

P_{MC} – Expenses needed for the annual activities to protect the tree

A_G – tree age.

After defining the seedling price of the tree type, expenses needed for annual activities to protect the mature non fruit-bearing tree is calculated. Those expenses are defined as a combination of expenses accepted in the given area, which is detailed in the following table.

#	Activity name	Annual quantity
1.	Tree pruning	Once
2.	Whitening of the tree trunk	Once
3.	Irrigation	3-8 times (depends on the region)
4.	Fertilization	Once
5.	Cultivation	Once
6.	Tree sprinkling	Once
7.	Hoeing of cups	Once

Fruit Tree Assessment Methodology

The compensation for fruit trees is determined based on the net market value of the trees (annual income multiplied by the quantity of years needed for the cultivation of a new complete fruit tree). For the assessment of fruit trees, the necessary baseline data will be:

- (i) Tree type
- (ii) Age at which the tree provides industrial harvest
- (iii) Yield
- (iv) Harvest cost
- (v) Region where the tree is located.

Step 1 Age, when the tree provides industrial harvest

Professional literature and surveys from specialized institutions, especially the Armenian National Agrarian University, is used to establish the number of years needed for the complete cultivation of a given fruit tree.

Step 2 Market value of 1 kg of fruit

The net annual value of the fruit tree is defined as the market income from the annual harvest gained from the tree. To define this, the price of 1 kg of fruit gained from a given tree type is determined. While calculating this, the following factors are taken into account:

- (i) Information obtained from the National Statistical Service of the Republic of Armenia for the last 7 years on the average annual sales prices of RA agricultural goods producers.
- (ii) A private survey is conducted to establish the price of certain types of fruit, if it is not possible to verify the prices from the above- mentioned official sources.

Step 3 Tree type yield

The yield (productivity) of the tree type is determined. The yield is defined based on professional literature as well as surveys from various specialized institutions such as the Armenian National Agrarian University.

Step 4 Calculation of compensation

The following formula is applied for the assessment of fruit trees:

$$T_F = Q_Y \times I_{NMA}$$

Where:

T_F – Fruit tree market price

Q_Y – Number of years needed for the complete cultivation of a new fruit tree

I_{NMA} – Net market annual income.

Timber Tree Assessment Methodology

Timber trees are assessed based on age category (seedlings, trees of average maturity, mature trees), as well as the quality and volume of the wood. For the assessment of timber trees, the considered baseline data is:

- (i) Tree type
- (ii) Tree diameter in centimeters, measured at a height of 1.3 m from the ground, including the bark
- (iii) Length of the trunk subject to processing (height in meters)¹⁵.

Step 1 Tree volume definition

Timber trees is classified by volume as well as type (building timber or fuel wood) based on the availability of baseline data. To define the trees' volume, they are classified by diameter as:

- (i) small (seedlings): 3,0-11,0 cm
- (ii) average (trees of average maturity): 12,0-24,0 cm
- (iii) large (mature trees): trunk thickness of 25,0 cm and more.

A tree classification example is shown in the following table. Waste is defined as the sum of the tree cutting residues and peel volumes. The volume of fuel wood gained from building-timber trees is equal to the volume of the trunk with bark minus the volumes of building timber and waste (column 3- (7+8)).

If the tree is completely used for fuel wood, the total trunk volume is moved from column 3 to 9. The volume of such a tree (11) is defined by the sum of the trunk (9) and foliage (10) volume. The total building timber tree volume: the total liquidity (11), is formed from the sum of column 7, 9 and 10.

Dimensions of the tree trunk			Solid volume in cubic meters							
D1,3	H	with the peel	Building timber				Waste Wood			
			Large	Average	Small	Total		From the trunk	from the foliage	Total liquidity
1	2	3	4	5	6	7	8	9	10	11
12	15	0,084	-	-	0,03	0,03	0,03	0,02	0,01	0,06

Column 1- is the tree trunk diameter at the chest height: D1,3; i.e. the diameter at the height of 1,3 m from the ground, expressed by cm.
 Column 2- is the tree trunk height: H, by m.
 Column 3- is the volume of the tree trunk with the peel` V, by cubic meter.
 Reference: "Forester's brief handbook," Hayk Hakhinyan, Vanadzor 1996

Step 2 Timber market cost definition

The timber market price is defined on the basis of average prices in the RA timber market at the time of assessment.

Step 3 Calculation of compensation

For the assessment of timber trees, the following formula is applied:

$$T_{TC} = T_{BC} \times T_{BV} + T_{FC} \times T_{FV}$$

Where:

- T_{TC} – Timber tree market price,
- T_{BC} – Market price of 1 cubic meter of building timber,
- T_{BV} - building timber volume,
- T_{FC} - Market price of 1 cubic meter of fuel wood,
- T_{FV} – Fuel wood volume.

¹⁵ This datum is not necessary for a trunk (subject to processing), the length of which is less than 1,0 m, as well as for trees, the diameter of which is less than 13,0 cm

Crop/harvest Assessment Methodology

The compensation for crops is determined on the basis of their net annual market value. The following are the necessary baseline data used for the assessment of crops:

- (i) Crop type
- (ii) Yield
- (iii) Harvest cost
- (iv) Region, where the crop is located.

Step 1 Determination of the net annual market value

The net market annual value of crops is determined as the market income from the harvest gained from the crop in one year. The market price of 1 kg of harvest gained from the given crop is defined. While calculating this, the following is taken into account:

- (i) Information obtained from the National Statistical Service of the Republic of Armenia for the last 7 years on the average annual sales prices of RA agricultural goods producers.
- (ii) A private survey is conducted to establish the price of certain types of fruit, if it is not possible to verify their prices from the above- mentioned official sources

Step 2 Crop yield determination

The yield is defined based on:

- (i) Professional literature,
- (ii) Average yield indicators published by the National Statistical Service of the Republic of Armenia analyzed for the last 7 years, as well as
- (iii) Surveys with various specialized institutions such as the Armenian National Agrarian University. The market cost of 1 kg of harvest is multiplied by the yield indicator.

Step 3 Calculation of compensation

For the assessment of crops the following formula is applied:

$$C_{MP} = M_{CAI} \times S$$

where:

C_{MP} – Crop market price,

N_{MCI} – Net market price of the annual income per unit,

S – Crop sowing surface area.

APPENDIX 3: MOM FROM PC HELD ON JANUARY 30, 2019

SUMMARY OF PUBLIC CONSULTATION MEETING

/Masrik 1 PV plant/

PCs were held:

Date	Place	Time
January 30, 2019	Sotk/Geghamasar, Community Administration Office	15:00
	Mets Masrik, Community Administration Office	13:00

1. Agenda:

- Project Goals, Beneficiaries, Implementation Procedures and other Information;
- LRP Implementation Procedures, Phases: DMS, Inventory, Census and Valuation and Timelines;
- Entitlement Framework;
- Grievance Redress Mechanism (GRM);
- Q&A.

Speaker: Arsen Hayriyan, Social and Resettlement Specialist of the Developer

Number of PAPs Participated in the Consultation

N	Community/village	Total PAPs		PAPs participated	
		Renters of communal land	owners	Renters of communal land	owners
1	Pokr Masrik	4	1	3	0
2	Arpunk	1	2	0	1

2. Summary

Public Consultation was organized by the Developer (FRV Masrik CJSC) with PAPs living in Sotk (including the Pokr Masrik and Arpunk villages) and Mets Masrik communities on January 30, 2019. All the Project Affected People (PAPs) were notified through the heads of communities/villages about the place and time of PC one week before the PC. The announcement about the date and time of consultation as well as about the cut-off date was placed on the information desk of the communities 10 days before the consultation.

Speaker presented the Project goals, beneficiaries, implementation procedure, LRP preparation and GRM procedures and asked if the PAP's had additional questions concerning the Project. It was mentioned that the main purpose of this consultation is to inform the PAPs about the upcoming surveys (DMS, Inventory, census and social-economic survey).

The following questions were raised during the PCs:

3. Questions & Answers

N	Questions, suggestions	Answers
1	AP: How many sq. meters of land is needed for transmission line towers?	From 69 - 146 sq. m (depends on the tower type) of land will be required for one tower location.
2	AP: What type of compensation will be proposed to the APs?	According to the RPF document approved for the project, APs will be proposed cash compensation for land equal to market or cadastral value (whichever is higher) plus 15%.
3	AP: We do not agree to sell our lands. We get profit from the lands every year, and you want to make one-time compensation payment and purchase the land. We can consider only the option of rent.	Thank you for the feedback on the compensation option. Your opinion is important.
4	Deputy Community leader: If the land belongs to the community, will the compensation be given to the community?	Yes, community will get compensation based on the cadastral value of the land
5	Deputy Community leader: We prefer not to sell communal lands and give for lease and receive permanent payments to the communal budget.	Thank you for the feedback on the compensation option. Your opinion is important.

4. Annexes:

Annex 1: List of Participants

Annex 2: Photos from PCs

Annex 3: Announcement of PCs date and cut-off date.

Annex 1: List of Participants

“Մասրիկ 1” արևային էլեկտրակայանի շրջակա միջավայրի վրա ազդեցության գնահատման հաշվետվության վերաբերյալ հանրային քննարկումների (երրորդ հանրային քննարկում) մասնակիցների

ՑԱՆԿ

ՀՀ Գեղարքունիքի մարզ, Մեծ Մասրիկ

30.01.2019թ.

Անուն Ազգանուն	Կազմակերպություն կամ բնակության վայր	Կոնտակտային տվյալներ	Ստորագրություն
Վ. Քեհայան	Քեհայ. Տասնամյակ	091586635	<i>[Signature]</i>
Նիկոլայ Շախբադյան	FRV	099220992	<i>[Signature]</i>
Գրիգորի Գալստյան	Գալստյան	099344342	<i>[Signature]</i>
Արմեն Գևորգյան	Գևորգյան		<i>[Signature]</i>
Վ. Լուսինյան	Բյուրջապետական	093781674	<i>[Signature]</i>
Գևորգյան Նիկոլ	Նիկոլազյան	093732022	<i>[Signature]</i>
Գրիգորի Գալստյան	Կոմ. Բ. Գալստյան	093379790	<i>[Signature]</i>
Գալստյան Գրիգոր	Գալստյան	-	<i>[Signature]</i>
Գալստյան Գրիգոր	Գալստյան		<i>[Signature]</i>
Գալստյան Նիկոլ	Գալստյան	093151597	<i>[Signature]</i>

List of Participants from PCs in Mets Masrik

“Մասրիկ 1” արևային էլեկտրակայանի շրջակա միջավայրի վրա ազդեցության գնահատման հաշվետվության վերաբերյալ հանրային քննարկումների (երրորդ հանրային քննարկում) մասնակիցների ՑԱՆԿ

ՀՀ Գեղարքունիքի մարզ, Սոտք 30.01.2019թ.

Անուն Ազգանուն	Կազմակերպություն կամ բնակության վայր	Կոնտակտային տվյալներ	Ստորագրություն
Կասյան Ռեալիտի	Քույր. Տառապեղ	091586635	[Signature]
Գեղամյան	Վեճուհի	093947459	[Signature]
Պատկերացած	Չեղարք	094268394	[Signature]
Կատե Զորյան	FRV	090220392	[Signature]
Գրիգորյան	Շահաբ քանկի	093376830	[Signature]
Խաչատրյան	Վրասկա Քանկի	097955957	[Signature]
Երևանի քաղաքի քաղաքապետարանի քաղաքապետի կառավարչություն	Քաղաքապետարան	094-86-86-94	[Signature]
Մեղիսյան	Մեղիսյան	09470512	[Signature]
Վահանյան	Վ. Վահանյան	093520356	[Signature]

List of Participants from PCs in Sotk

Annex 2: Photos from PCs

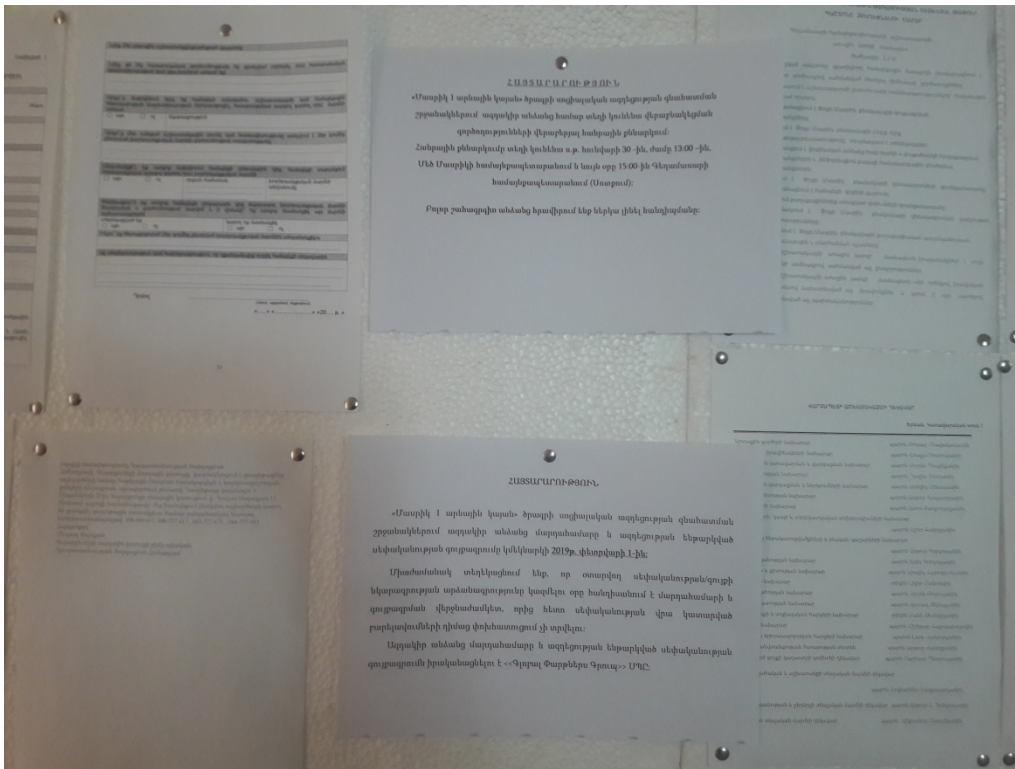


PCs in Mets Masrik

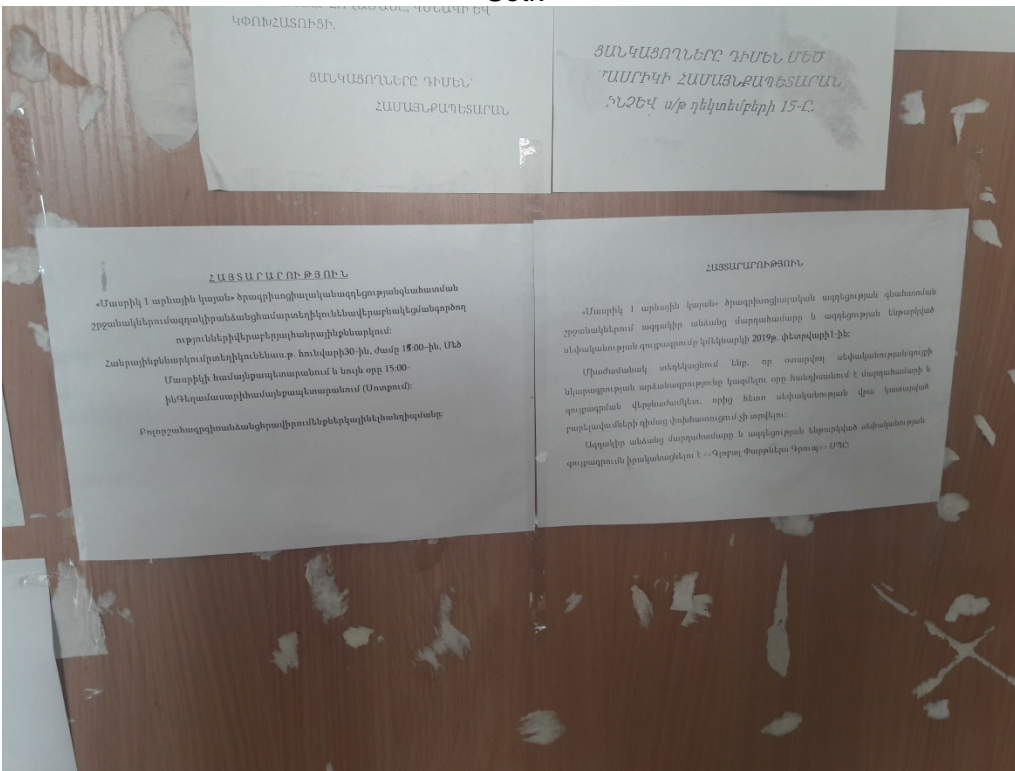


PCs in Sotk

Annex 3: Announcement of PCs date and cut-off date.



Sotk



Mets Masrik

SUMMARY OF PUBLIC CONSULTATION MEETING

/Masrik 1 PV plant/

PCs were held:

Date	Place	Time
April 26, 2019	Pokr Masrik, Community Administration Office	11:00
	Arpunk, Community Administration Office	13:00
	Sotk/Geghamasar, Community Administration Office	14:00

1. Agenda:

- Compensation for privately owned lands;
- Compensation for communal but privately rented lands;
- Compensation for communal lands
- The impact from the tower location on agricultural lands
- The impact from passage of conductor over the agricultural lands
- Existence of available agricultural lands in the villages

Number of PAPs Participated in the Consultation

N	Community/village	Total PAPs		PAPs participated	
		Renters of communal land	owners	Renters of communal land	owners
1	Pokr Masrik	4	1	3	0
2	Arpunk	1	2	0	0

2. Summary

Public Consultation was organized by the Developer (FRV Masrik CJSC) with PAPs living in Pokr Masrik and Arpunk villages. All the Project Affected People (PAPs) were notified through the heads of communities/villages about the place and time of PC 3 days before the PC.

The main objective of the PCs was to get opinion of the PAPs concerning the compensation amounts fixed in the LRP.

3. Conclusions

- **Compensation for privately owned lands:** Private owners did not participate in the consultations since 2 from 3 owners are in Russia and 1 was not in the village at the PCs time. But the participants of the PCs including the Administrative Manager of Pokr Masrik expressed their opinion concerning the compensation amount for private lands and they told that the compensation for servitude is a good idea and the amount is also good enough, so they think that owners will agree with the compensation and will provide land for the project.
- **Compensation for communal but privately rented lands:** The compensation amount for the rented land is very small and the renters were unhappy with the amount. They proposed to compensated renters the same way as the legal owners i.e. to provide a market price for the land plot to towers + yearly payment for servitude. Mr.Arsen Hayriyan (Developer`s representative) explained that according to the legislation servitude contract is signed with legal owner and payment is paid to the owner, in their case the owner is a community. In any case for renters, there will be one-time compensation and not yearly. Further on the next meeting in Sotk at 2 pm

the issue was discussed with the deputy community leader of Sotk community (which includes the Pokr Masrik and Arpunk villages) and he suggested revising the compensation amount for renters and arranging another discussion on May 3, 2019 (the meeting took place on May 8, 2019) with renters where he will support us in the negotiation process. It worth to mention that he agreed that renters shall receive one-time compensation and yearly payment for servitude shall be paid to the communal budget.

- **Compensation for communal lands:** The Deputy Community Leader of Sotk community (which includes the Pokr Masrik and Arpunk villages) again was glad about the compensation amount and found it acceptable for the community to provide land for the Project. He also proposed not to sale the land plots for tower location to the Project but provide construction right to the Developer for that land plots with the same price like for servitude right i.e. 12.53 AMD for sq.m. Mr. Arsen Hayriyan informed that construction right has also been considered by Developer but it looks like there are some limitations in legislation concerning provision of communal land with construction right. Anyhow the possibility of that option needs to be checked.
- **The impact from the tower location on agricultural lands:** PAPs informed that tower location makes more difficult the cultivation of land but anyhow the land remains economically viable and can be used for the same purposes.
- **The impact from passage of conductor over the agricultural lands:** PAPs agreed that the conductors have zero impact on future cultivation of land.
- **Existence of available agricultural lands in the villages:** There are no available lands in the village, all lands are used.
- **Damage caused to the crops during the construction period:** PAPs again mentioned that after the heavy machinery passage the productivity of the land will be less for next year also thus they suggested paying compensation equal to the market price of 2 years average yield of the damaged area of the land.

4. Further Steps

- Check in Legislation the possibility of purchasing of construction right from community instead of the ownership right.
- Revise the compensation for the renters and present the new compensation amount on the next meeting on May 3, 2019 (the meeting took place on May 8, 2019).
- Consider the possibility of payment of compensation equal to the average market price of 2 years yield of the damaged area of the land for the damaged caused by heavy machinery passage/note, this approach is included in the LRP/ .

5. Photos



PCs in Pokr Masrik



PCs in Sotk

SUMMARY OF PUBLIC CONSULTATION MEETING

/Masrik 1 PV plant/

PCs were held:

Date	Place	Time
May 08, 2019	Pokr Masrik, Community Administration Office	11:00
	Arpunk, Community Administration Office	14:00

1. Agenda:

- Compensation for privately owned lands;
- Compensation for communal but privately rented lands;

Number of PAPs Participated in the Consultation

N	Community/village	Total PAPs		PAPs participated	
		Renters of communal land	owners	Renters of communal land	owners
1	Pokr Masrik	4	1	3	0
2	Arpunk	1	2	1	1

2. Summary

Public Consultation was organized by the Developer (FRV Masrik CJSC) with PAPs living in Pokr Masrik and Arpunk villages. All the Project Affected People (PAPs) were notified through the heads of communities/villages about the place and time of PC 3 days before the PC.

The main objective of the PCs was to get opinion of the PAPs concerning the revised compensation amounts for rented lands and to meet the owners which were not available during the previous consultation held on April 26, 2019.

3. Conclusions

- **Compensation for privately owned lands:** from 3 privately owned land plots owners of one were available on the meeting date and they told that agree to provide the land for the project. Owner of one land in Arpunk village was in Yerevan and team could not meet him. Owner of the land in Mets Masrik permanently live in Russia but according to the information provided by the Village Administrative Manager he will agree with the compensation since the servitude amount is very good.
- **Compensation for communal but privately rented lands:** First the consultation was held in Pokr Masrik Village which has 4 renters. 3 of them participated at the consultation. Another one which did not participate told that he will agree with the conditions which will be acceptable for others. The proposed compensation amount was introduced and the PAPs agreed that amount is good, but they did not like that the payment is done one time. They say that tower will be located for 20 years and for 20 years some area of the land will not be available for cultivation thus they prefer annual compensation. Resettlement Team introduced that annual compensation for servitude is provided to owner which is community. In the end it was agreed that they will discuss the issue with community and ask the community to make them some payment every year or reduce their rent payments since the community will receive payment for servitude. Another renter from Pokr Marsik told that he does not need any money and that he needs a job. If the job will be provided, then he will agree if not then he does not need any money.

- The renter from Arpunk told that he does not agree with compensation and that he will agree in only one case if his land will be replaced. Resettlement Team introduced that there is no available land in the village. He also told that annual compensation may be considered but one time is not acceptable at all.
- **Compensation for communal lands:** The Resettlement Team did not meet the community officials since there was some event and they were not available. Anyhow, the resettlement team introduced to the secretary that according to the Land Code article 66 communal lands cannot be provided with construction right for the project. The only option is land acquisition for which GoA Decree on Provision of Consent for Direct Sale or Eminent Domain will be required.

4. **Further Steps**

- Consider possibility of payment of compensation to the renters on annual bases and not one time.

5. Photos**PCs in Pokr Masrik****PCs in Arpunk**

APPENDIX 4: SOCIO-ECONOMIC SURVEY QUESTIONNAIRE

Questionnaire N _____

Dear Sir /Madam,

With the purpose of assessment of social-economic impact of the project “Masrik 1 Solar PV Plant”, and developing a rehabilitation strategy for affected households, it is necessary to conduct a survey, within the framework of which, please answer a few questions about your HH and freely express your opinions on and position towards the project. Your personal information will only be used in a generalized form for statistical analysis of the survey.

Thank you in advance for cooperation.

LOT Code of the affected land plot:	
Identification number in the database	
Affected property address:	
Name, surname, middle name of the owner	
The category of the affected person	<ol style="list-style-type: none"> 1. Legal owner 2. Renter 3. Other/mention/_____
Full name of owner, renter or user.	
Telephone numbers/1, /1. Head of household, 2.respondent/	<ol style="list-style-type: none"> 1. 2.
Residence address:	<ol style="list-style-type: none"> 1. Mets Masrik 2. Pokr Masrik 3. Geghamasar 4. Arpunk 5. Other village /town/ please mention/_____

Interviewer's Code:	
Interview Date:	
Start / end of the interview	

Block 1. HOUSEHOLD DESCRIPTION

No	<p>1. HH member's name</p> <p>Fill in the names of all HH members, starting from the head of household</p> <p>Mark the respondent by circling the sequential number</p>	<p>2. Relationship with the head of household</p> <p>1. Head 2. Spouse 3. Daughter/son 4. Father/mother 5. Sister/brother 6. Grandfather / grandmother 7. Son-in-law / daughter-in-law 8. Grandchild 9. Mother-in-law / father-in-law (of the husband) 10. Mother-in-law / father-in-law (of the wife) 11. Other</p>	<p>3. Sex</p> <p>1. Male 2. Female</p>	<p>4. Date of birth</p> <p>(Day/month/year)</p>	<p>5. Nationality</p> <p>1.Armenian 2.Russian 3. Yezidi 4.Other (pls. mention)</p>	<p>6. Education level</p> <p>1. No elementary education 2. Elementary 3. Incomplete secondary 4. Secondary 5. Vocational 6. Incomplete Higher / Student / 7. Higher 8. Postgraduate</p> <p>97. Not Applicable / Under 16 years /</p>	<p>6. Marital status</p> <p>1. Single 2. Married 3. Divorced 4. Widow</p> <p>97. Not Applicable / for age under 18 /</p>
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							

No	8. Employment Status		8. Nature of work:		9. Monthly average income		10. Social group:
	Primary	Secondary	Primary	Secondary	Primary	Secondary	
	8. Employment Status 1. Public sector employment 2. Private sector employment 3. Self-employment in agriculture 4. Self-employment in other sector / mention the sector for each case/ 5. Entrepreneur / mention the sector 6. Migrant worker 7. Pensioner ➡ question 10 8. Unemployed and looks for job ➡ question 10 9. Unemployed and does not look for job ➡ question 11 10. Student ➡ question 11 11. Distance learning student ➡ question 11 12. Pupil ➡ question 11 13. Member of the military ➡ question 11 14. Disabled ➡ question 11 97. Not Applicable / for age under 16 /		8. Nature of work: 1. Permanent 2. Seasonal 3. Temporary 4. Intermittent		9. Monthly average income <i>Interviewer: <u>Ask about the income generated from agriculture for the HH as a whole (Question 11), monthly or annual</u></i>		10. Social group: 1. 1 st degree disability 2. 2 nd degree disability 3. 3 rd 1st degree disability 4. Familial disability 5. Parentless child 6. Single parent 7. Single pensioner 97. None of the above <i>Interviewer: for each case, ask and take a copy of the corresponding document</i>
1.							
2.							
3.							
4.							
5.							
6.							
7.							

12. Please mention the income received by your HH (you) in 2018 from the following sources.

Other income sources of the HH	AMD	
	Monthly	Annual
1. Income from cattle breeding (sales, own consumption)		
2. Income from farming (sales, own consumption)		
3. Income from renting property (house, land, car)		
4. Family allowance (<u>ask and take a copy of the corresponding document</u>)		X
5. Other allowance / pensions		
6. Childbirth allowance		
7. One-time benefit, help		
8. Cash assistance from Armenia		
9. Cash assistance from abroad		
10. Other/ please mention the source /		

13. Level of the HH vulnerability (the data shall be checked, finalized and filled in by the coordinator according to Annex 1; if belongs to more than one vulnerable group, then mention all)

Groups	I		II		III	
	1.Yes	2. No	1.Yes	2. No	1.Yes	2. No

Block 2. Social economic status

14. Please assess the condition of your house / surroundings with 1-5 score scale (1 meaning very poor / very bad, and 5 meaning completely good / very good)

Description	very poor / very bad	poor / bad	average	good	completely good / very good
1. The dwelling house area	1	2	3	4	5
2. House lighting	1	2	3	4	5
3. Heating	1	2	3	4	5
4. Condition of roof	1	2	3	4	5
5. General condition of the building	1	2	3	4	5
6. Quality of the streets in the village	1	2	3	4	5

7. Waste disposal issue	1	2	3	4	5
8. Area security	1	2	3	4	5

15. Are the following utility services available inside your house?	Yes	No	16. Please, mention, what do you use for heating your house? <i>Interviewer: mention all possible options by priority</i>		
	97. Not applicable				
1. Drinking water	1	2	1. Electricity		
2. Hot water	1	2	2. Gas		
3. Bathroom	1	2	3. Wood		
4. Toilet	1	2	4. Manure		

17. If desired, are you or your family able to

Living conditions	1. Yes	2. No
1. provide adequate heating of the house?		
2. change worn furniture?		
3. implement interior/exterior finishing of the house?		
4. pay for a one-week vacation annually?		
5. buy chicken / meat / fish at least every two days		
6. host your relatives/ friends at least once a month?		

18. Which of the following types of property does your HH (you) have?

Property types	Yes	No	If yes, how many/building	Total how many /sq.m/ha
1. Private / individual house	1	2		sq.m
2. Apartment	1	2		sq.m
3. Commercial / production area	1	2		sq.m
4. A farm building (barn, shed house, etc.)	1	2		sq.m
5. Car	1	2		X
6. Farm machinery	1	2		X
7. Household plot	1	2		sq.m

8. Agricultural land/hay land	1	2		ha
9. Orchard	1	2		sq.m
Which of the following items are available at your home and how many?			How many?	
10. TV	X			X
11. Automatic washing machine	X			X
12. Refrigerator	X			X
13. Mobile phone	X			X
14. Computer	X			X
15. Air conditioner	X			X
16. Other / mention	X			X

19. Which of the following domestic animals do you (your family) have?

List of domestic animals	Have	Don't have	22.If have, how many
1. Cow	1	2	
2. Calf	1	2	
3. Sheep	1	2	
4. Goat	1	2	
5. Poultry	1	2	
6. Pig	1	2	
7. Donkey	1	2	
8. Horse	1	2	
9. Bee / hive /	1	2	
10. Hare	1	2	
11. Other / mention	1	2	

20. Please indicate the average monthly expenses of your household

Expense	Average monthly expenses /AMD/
1. Food	
2. Personal transport / gas, petrol /	
3. Public transport	
4. Clothes	
5. Health (medicines, services)	

6. Education (tuition fee, stationery)		
7. Mobile telephone services		
8. Expenses on utilities including wire line telephony services		
9. Events (birth, wedding, burial, etc.) Mention either monthly or yearly (2018)	Monthly	Annual
10. Property Tax / house, land, car tax /		
11. Equipment purchase/ telephone, computer etc. /		
12. Repayment of loan / credit (if no monthly repayments are made, mentioned the annual for 2018)		
13. <u>Agricultural expenses: irrigation water, agricultural machinery, fertilizer, seeds, etc. / annually /</u>		
14. Payment for rent (land or house)		
15. Other current expenses		
Total		

21. Do you currently have any credit or debt?

	15.1. Amount of money	Currency 1. Drams 2. Dollars 3. Rubles	15.2. Source 1. Bank / credit organization 2. Private person
1. Yes			
Total amount		AMD	X
2. No			

Block 3. PROJECT IMPACT ASSESSMENT

23. Please tell me what positive expectations do you have of the project?

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____

97. None 98. Finds it difficult to answer

24. What concerns do you have related to the project?

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____

97. None 98. Finds it difficult to answer

27. Are you aware of the existing procedure for submission of possible suggestions and grievances by you?

- 1. Yes
- 2. No

28. What suggestions and amendments do you have?

- 1. _____
- 2. _____
- 3. _____

97. None 98. Finds it difficult to answer

Thank you

APPENDIX 5: PROCEDURE OF COMPENSATION OF DAMAGE DURING CONSTRUCTION PERIOD

Regarding choosing access roads and payment of compensation for damages caused by it within the Project of Masrik 1 Solar PV Plant + 110kV OTL

The aim of this Procedure is to regulate the procedure of choosing access roads and payment of compensations for:

- damages to crops / trees during land survey;
- damages to crops / trees for construction of access roads;
- damages to crops/trees for lay down areas and during stringing procedure;

for the Project of Masrik 1 Solar PV Plant +110kV OTL (the Project).

1. The access roads should be chosen considering the optimal combination of the following conditions:
 - Maximal possible agreement with the PAP;
 - Minimal damage caused to the landowners;
 - Minimal distance from the main road to the construction site;
 - Maximal possibility of machinery free passing;
 - Minimal cost of leveling, maintenance of access roads and other constructions.
2. The Contractor must inform PAP and the head of community in written form at least 10 (ten) calendar days before starting of works, mentioning the tower numbers, locations and dates of the works.
3. Representatives of the community head and the PAP within two business days after receipt of notification from the Contractor will be invited to visit the construction site. If the PAP refuses to provide access to the construction site, then another access shall be chosen. If this is not possible, Developer will apply to court and will get the right for limited use (Servitude) in accordance with Article 214 of the Civil Code of the Republic of Armenia.
4. As a result of visit, it should be identified the access road and losses caused to the PAP. A minute will be prepared, wherein the schematic map of access road will be attached and location of works to be implemented, as well as impact shall be reflected
5. Contractor shall be obliged to strictly follow to the accesses mentioned in schematic map, ruling out any deviations from a chosen access road and allocated construction area.
6. Based on the minutes, mentioned in item 4 of this Procedure, Contractor together with the PAP shall sign the corresponding agreement regarding the payment of compensation for caused losses. All compensation payments due to any damage to crops and trees should be done on Contractor's own costs. The compensation will be equal to the average market price of 2 years harvest which will be calculated and paid in accordance with this LRP provisions. No works will be held on the affected land plots until full compensation is paid to the PAP.

7. The ISC will be responsible for monitoring of compliance with this procedure and reporting to HVEN on monthly bases. All compensation payment cases will be included in the Monthly Supervision Report.

APPENDIX 6: TRANSLATION OF EXPERT OPINION

1. Assignment description

This professional opinion was based on the assignment of “EA Energy Advisory” LLC for providing expert opinion on the following issues in the framework of the “Masrik-1” Solar PV plant construction project:

- How much square meters of land will be impossible to use as a result of installation of 110 kV OTL towers, taking into consideration that the suspension tower occupies 39 square meters of land, and anchor tower 76 sq.m?
- Can the lands provided in the attachment still be used for agricultural purpose and will they be economically viable after installation of 110 kV OTL towers?

2. The circumstance justifying for opinion.

The following were taken into consideration for providing the opinion:

- The width of road vehicle aggregates and trailers: vehicle movement and turning features
- Geometric view of land plot occupied by tower and position on the total arable land

3. Opinion

- As a result of installation of 110 kV OTL towers, 103 square meters of land come out of economic turnover for suspension towers and 181 square meters for anchor towers.
- As a result of installation of 110 kV OTL towers, the land plots provided in attachment can be continuously used for agricultural purposes and will be economically viable.

4. Attachments

- Land plots list
- Expert's CV

Expert

G.Vardanyan

Attachment 1: Land Plots List

/the list of rented and owned land plots/

Attachment 2: CV

Garik Vardanyan

Email: garikvar@gmail.com

Education:

2008-2015 Armenian National Agrarian University, bachelor's degree,
Diploma AB N205782

Work Experience

08/01/2017- to present	<p>“Strategic Development Agency” (SDA) NGO “Livestock development in the North-South of Armenia” Project Technologist/advisor</p> <p>“VET Development in Syunik Marz” Project “Vehicle aggregates operation” subject, Short-time teaching, conducting theoretical and practical classes.</p>
08/07/2016-01/12/2016	<p>“AIC Ecoproducts” LLC, Russian Federation, Irkutsk, Head of production department.</p>
02/04/2010-05/06/2013	<p>“Sisakan hask” LLC, Sisian, Syunik marz, RA Agronomist</p>
01/06/2006-31/03/2010	<p>“Tamara” LLC, Abovyan city, RA Technologist-agronomist</p>

Languages knowledge

Russian - excellent
English - satisfactorily

Computer knowledge:

MS Word, MS Excel, Power Point, Internet

ՓՈՐՁԱԳԻՏԱԿԱՆ ԵԶՐԱԿԱՑՈՒԹՅՈՒՆ

1. Առաջադրանքի նկարագրություն

Սույն մասնագիտական կարծիքի համար հիմք է ծառայել «Ի Էյ Էներջի Ըզվայգորի» ՍՊԸ-ի առաջադրանքը «Մասրիկ-1» արևային ֆոտովոլտայիկ էլեկտրակայանի կառուցման ծրագրի շրջանակներում հետևյալ հարցերի վերաբերյալ փորձագիտական եզրակացություն տալու վերաբերյալ՝

- Զանի քառակուսի հող հնարավոր չի լինելու օգտագործել 110կՎ ՕԳ-ի հենարանների տեղադրման արդյունքում՝ հաշվի առնելով որ միջանկյալ հենարանը զբաղեցնում է 39 քմ հող, իսկ անկեռայինը՝ 76 քմ:
- 110կՎ ՕԳ-ի հենարանների տեղադրումից հետո կից հավելվածում ներկայացված հողերը կորող են առյուճ շարունակել օգտագործվել գյուղատնտեսական նպատակով, և արդյո՞ք տնտեսապես կենսունակ կլինեն:

2. Եզրակացության համար հիմք ծառայող հանգամանքները

Եզրակացությունը տալու համար հաշվի են առնվել հետևյալը՝

- Մեքենատրակտորային ագրեգատների և կցվածքների ընդգրման լայնությունը՝ շարժման և շրջադարձների առանձնահատկությունները
- Հենարանի զբաղեցրած հողատարածքի երկրաչափական տեսքը և դիրքը ընդհանուր վարելահողում

3. Եզրակացություն

110կՎ ՕԳ-ի հենարանների տեղադրման արդյունքում 103 քմ հող դուրս կգա տնտեսական շրջանառությունից միջանկյալ հենարանների համար և 181քմ անկեռային հենարանների համար:

110կՎ ՕԳ-ի հենարանների տեղադրման արդյունքում կից հավելվածում ներկայացված հողերը կորող են շարունակել օգտագործվել գյուղատնտեսական նպատակով, և կլինեն տնտեսապես կենսունակ:

4. Հավելվածներ՝

- Հողամասերի ցանկը
- Փորձագետի CV-ն

Փորձագետ՝  Գ. Վարդանյան

Հավելված 1

№№ 0/4	Գտնվելու վայրը (մարզ, համայնք, քաղաք/ավան)	Հեռա խոս համ ար քան ըն դ	Հեռա խոս համ ար քան ըն դ	Հեռա խոս համ ար քան ըն դ	Կարգա տրային ծածկագ իր	Նպատակային նշանակություն/հող ատեսք	Տարածքների կոորդինատները ՎԻՋԻԷ-84 (WGS-84) (ARMREF 02) ազգային գերեզմական կոորդինատային համակարգով			Սեփականատեր/ վարձակալ (առկայության դեպքում)
							Y	X	X	
12	ՀՀ Վերարդունիցի մարզ, Վերամասուր համայնք, Փոքր Սասրիկ քաղաքային	0.0076	11	05-092- 0114-0015	Գյուղատնտեսական/վա րձակահողերի	8561977.2406	8561977.2406	8561977.2406	Համայնքային/Վարձակալ Գյուղեն Կարապետյան	
							8561983.7994	8561983.7994		
							8561980.9618	8561980.9618		
							8561969.9206	8561969.9206		
							8561970.0318	8561970.0318		
13	ՀՀ Վերարդունիցի մարզ, Վերամասուր համայնք, Փոքր Սասրիկ քաղաքային	0.0039	11	05-092- 0114-0015	Գյուղատնտեսական/վա րձակահողերի	8561977.7581	8561977.7581	Համայնքային/Վարձակալ Դերենիկ Շահինյան		
						8562031.0444	8562031.0444			
						8562039.0834	8562039.0834			
						8562037.0182	8562037.0182			
						8562028.9792	8562028.9792			
14	ՀՀ Վերարդունիցի մարզ, Վերամասուր համայնք, Փոքր Սասրիկ քաղաքային	0.0039	12	05-092- 0114-0015	Գյուղատնտեսական/վա րձակահողերի	8562094.1902	8562094.1902	Համայնքային/Վարձակալ Դերենիկ Շահինյան		
						8562096.2554	8562096.2554			
						8562088.2173	8562088.2173			
						8562086.1487	8562086.1487			
						8562037.0182	8562037.0182			
15	ՀՀ Վերարդունիցի մարզ, Վերամասուր համայնք, Փոքր Սասրիկ քաղաքային	0.0039	13	05-092- 0112-0001	Գյուղատնտեսական/վա րձակահողերի	8562093.0834	8562093.0834	Համայնքային/Վարձակալ Վեմիր Սամուկյան		
						8562031.0444	8562031.0444			
						8562028.4792	8562028.4792			
						8562086.1487	8562086.1487			
						8562037.0182	8562037.0182			
16	ՀՀ Վերարդունիցի մարզ, Վերամասուր համայնք, Փոքր Սասրիկ քաղաքային	0.0039	14	05-092- 0112-0001	Գյուղատնտեսական/վա րձակահողերի	8562028.4792	8562028.4792	Համայնքային/Վարձակալ Համայնքային/Վարձակալ		
						8562086.1487	8562086.1487			
						8562037.0182	8562037.0182			
						8562093.0834	8562093.0834			
						8562031.0444	8562031.0444			
17	ՀՀ Վերարդունիցի մարզ, Վերամասուր համայնք, Փոքր Սասրիկ քաղաքային	0.0039	15	05-092- 0112-0001	Գյուղատնտեսական/վա րձակահողերի	8561980.9618	8561980.9618	Համայնքային/Վարձակալ Համայնքային/Վարձակալ		
						8562086.1487	8562086.1487			
						8562037.0182	8562037.0182			
						8562093.0834	8562093.0834			
						8562031.0444	8562031.0444			

18	19	20	21	22	23	24
մալո, զերամառու համայնք, Փոքր Սաարիկ բնակավայր	ՀՀ զերարջունիցի մալո, զերամառու համայնք, Փոքր Սաարիկ բնակավայր	ՀՀ զերարջունիցի մալո, զերամառու համայնք, Փոքր Սաարիկ բնակավայր	ՀՀ զերարջունիցի մալո, զերամառու համայնք, Փոքր Սաարիկ բնակավայր	ՀՀ զերարջունիցի մալո, զերամառու համայնք, Փոքր Սաարիկ բնակավայր	ՀՀ զերարջունիցի մալո, զերամառու համայնք, Սյուրունք բնակավայր	ՀՀ զերարջունիցի մալո, զերամառու համայնք, Սյուրունք բնակավայր
0112-0001	05-092-0107-0001	05-092-0107-0001	05-092-0107-0001	05-092-0107-0001	05-019-0115-0061	05-019-0115-0061
	0.0076	0.0076	0.0039	0.0039	0.0076	0.0039
	16	17	18	19	20	22
րեկահողերի	Գյուղատնտեսական/վա րեկահողերի	Գյուղատնտեսական/վա րեկահողերի	Գյուղատնտեսական/վա րեկահողերի	Գյուղատնտեսական/վա րեկահողերի	Գյուղատնտեսական/վա րեկահողերի	Գյուղատնտեսական/վա րեկահողերի
4457507.4449	4458627.5616	4458818.5791	4458994.8914	4459156.2910	4459344.5549	4459640.9493
8561983.7994	8562290.4363	8562424.3354	8562571.7383	8562723.8200	8562884.2084	8563281.3096
4457510.2824	4458637.7793	4458827.6564	4459001.0089	4459162.4085	4459350.6724	4459645.1680
8561972.7581	8562295.4953	8562431.2320	8562577.3478	8562729.4295	8562889.8179	8563288.4576
4457499.2411	4485642.8348	4458834.5530	4459006.6184	4459168.0180	4459356.2819	8563284.2389
8561969.9208	8562285.2776	8562422.1548	8562571.2303	8562723.3120	8562883.7004	
	4485632.6171	4485632.6171	4459000.5010	4459161.9005	4459350.1644	
	8562280.2221	8562280.2221	8562565.6208	8562717.7025	8562878.0909	
Սեփականատեր՝ Սարտիրոսյան Սեդոբեյ	Սեփականատեր՝ Սարտիրոսյան Սեդոբեյ	Սեփականատեր՝ Սարտիրոսյան Սեդոբեյ	Սեփականատեր՝ Սարտիրոսյան Սեդոբեյ	Սեփականատեր՝ Սարտիրոսյան Սեդոբեյ	Համայնքային/Վարձակալ՝ Հովհաննիսյան Անահիտ	Համայնքային/Վարձակալ՝ Հովհաննիսյան Անահիտ
Գյուղեն Կարապետյան						

25	ՀՀ Ֆերտիլիզի մարդ, Ֆերամասար համայնք, Այվորենք բնակավայր	23	0.0076	05-019-0114-0066	Գյուղատնտեսական/վա ընկառուցող	4459648.0973	8563277.0910	Սեփականատեր Բեգարյան Սիլվա
						4459764.7136	8563499.4493	
						4456776.4471	8563502.4046	
26	ՀՀ Ֆերտիլիզի մարդ, Ֆերամասար համայնք, Այվորենք բնակավայր	24	0.0039	05-019-0114-0066	Գյուղատնտեսական/վա ընկառուցող	4459779.4025	8563490.6711	Սեփականատեր Բեգարյան Սիլվա
						4459767.6689	8563487.7157	
						4459962.1145	8563383.6901	
27	ՀՀ Ֆերտիլիզի մարդ, Ֆերամասար համայնք, Այվորենք բնակավայր	25	0.0076	05-019-0114-0066	Գյուղատնտեսական/վա ընկառուցող	4459969.2624	8563386.6194	Սեփականատեր Բեգարյան Սիլվա
						4459965.0438	8563379.4715	
						4460159.9263	856371.6354	
28	ՀՀ Ֆերտիլիզի մարդ, Ֆերամասար համայնք, Այվորենք բնակավայր	26	0.0039	05-019-0116-0013	Գյուղատնտեսական/վա ընկառուցող	4460171.6472	8563274.6406	Սեփականատեր Բեգարյան Սիլվա
						4460174.6524	8563262.9197	
						4460162.9315	8563259.9145	
29	ՀՀ Ֆերտիլիզի մարդ, Ֆերամասար համայնք, Այվորենք բնակավայր	27	0.0039	05-019-0116-0013	Գյուղատնտեսական/վա ընկառուցող	4460323.6275	8563408.1979	Սեփականատեր Ղաֆիկ
						4460330.0741	8563413.4258	
						4460335.3020	8563406.9793	
29	ՀՀ Ֆերտիլիզի մարդ, Ֆերամասար համայնք, Այվորենք բնակավայր	27	0.0039	05-019-0116-0013	Գյուղատնտեսական/վա ընկառուցող	4460328.8555	8563401.7513	Սեփականատեր Ղաֆիկ
						4460482.9665	8563533.5084	
						4460489.6873	8563538.3789	
						4460494.5578	8563531.6582	
						4460487.8371	8563526.7877	

Փորձագետ՝ Գ. Վարդանյան

Գարիկ Վարդանյան

Էլ. փոստ՝ garikvar3@gmail.com

Կ Ր Թ ՈՒ Թ Յ ՈՒ Ն

2008 – 2015թթ Հայաստանի Ազգային Ազրարային Համալսարան
բակալավրի աստիճան,
ԴԻՊԼՈՄ AB N 205782

Ա Շ Խ Ա Տ Ա Ն Ք Ա Յ Ի Ն Փ Ո Ր Ձ

- 08/01/2017-մինչ օրս
 - «ՌԱԶՄԱՎԱՐԱԿԱՆ ԶԱՐԳԱՑՄԱՆ ԳՈՐԾԱԿԱԼՈՒԹՅՈՒՆ» (ՌԶԳ) ՀԿ
 - «Անասնապահության զարգացում Հայաստանի Հյուսիս-Հարավում» Մրագիր
 - Տեխնոլոգ/Խորհրդատու
 - «ՄԿՈՒ Զարգացում Սյունիքի մարզում» Մրագիր
 - «Մերենատրակտորային ագրեգատների շահագործում» թեմայով Կարճաժամկետ դասավանդում, Տեսական և գործնական դասերի իրականացում
- 08/07/2016 – 01/12/2016թթ
 - «СХПК ЭКОПРОДУКТЫ» ООО, Ռուսաստանի Դաշնություն, ք. Իրկուտսկ, Արտադրամասի պետ
- 02/04/2010 – 05/06/2013թթ
 - «Միսական հասկ» ՄԳԸ, ՀՀ, Սյունիքի մարզ, ք. Միսիան Գյուղատնտես
- 01/06/2006-31/03/2010թթ
 - «Թամարա» ՄԳԸ, ՀՀ, ք. Աբովյան Տեխնոլոգ-գյուղատնտես

Լեզվի իմացություն

Ռուսերեն – գերազանց
Անգլերեն- բավարար

Համակարգչային գիտելիքներ

MS Word, MS Excel, Power Point, Internet

APPENDIX 7: PROTOCOLS ON INTENTION¹⁶

ՄՏԱՐԿՈՒԹՅՈՒՆՆԵՐԻ ՄԱՍԻՆ ԱՐՁԱՆԱԳՐՈՒԹՅՈՒՆ / PROTOCOL ON INTENTION

«___» մայիսի/May, 2019

<p>«ԼՖՄԻՎԻ Մասրիկ» ՓԲԸ (այսուհետև՝ «Կառուցապատող»), ի դեմս Գլխավոր տնօրեն Լիկոլաս Ֆասքուելի, մի կողմից, և Գայանե Հովսեփյանը (այսուհետև՝ «Վարձակալ»), մյուս կողմից (այսուհետև առանձին՝ «Կողմ», համատեղ «Կողմեր»), կնքեցին սույն մտադրությունների մասին արձանագրությունը (այսուհետև՝ «Արձանագրություն») հետևյալի մասին:</p> <p style="text-align: center;">ԱՐՁԱՆԱԳՐՈՒԹՅԱՆ ԱՌԱՐԿԱՆ</p> <p>Սույնով Վարձակալը հայտնում է իր մտադրությունը սույն Արձանագրության մեջ նշված փոխհատուցման դիմաց դադարեցնել իր կողմից վարձակալված Հավելված 1-ում նշված հողամասերի վերաբերյալ իր վարձակալական իրավունքը 110կՎ բարձրավոլտ էլեկտրահաղորդման գծի հենարանների տեղադրման և գծի անցկացման համար:</p> <p style="text-align: center;">ՓՈՒՋՆԱՏՈՒՑՄԱՆ ՉՍՓԸ</p> <p>Կից Հավելված 1-ում նշված հողամասերի վերաբերյալ վարձակալական իրավունքի դադարեցման դիմաց Կառուցապատողը մտադիր է վճարել միանվագ <u>118 835</u> ՀՀ դրամ (ներառյալ եկամտային հարկը) և տարեկան <u>41 250</u> ՀՀ դրամ (ներառյալ եկամտային հարկը) փոխհատուցում:</p> <p style="text-align: center;">ԵԶՐԱՓՈՒԿԻՉ ԴՐՈՒՅԹՆԵՐ</p> <p>Արձանագրությունը կազմված և ստորագրված է 2 օրինակից յուրաքանչյուրին մեկական օրինակ, և ուժի մեջ է մտնում կնքման պահից:</p>	<p>“FRV Masrik” CJSC (hereinafter referred to as the “Developer”), represented by General Director Nicolas Fasquelle on the one hand and Gayane Hovsepyan (hereinafter referred to as “Renter”), on the other hand (hereinafter referred to as the “Party”, together the “Parties”), have signed this Protocol on Intention (hereinafter referred to as “the Protocol”) on the following:</p> <p style="text-align: center;">SUBJECT OF THE PROTOCOL</p> <p>The Renter hereby expresses his intention to terminate his rent right for the land plots listed in Appendix 1 in exchange for the compensation indicated in this Protocol for the installation of towers of 110 kV high voltage power lines for the passage of power transmission lines.</p> <p style="text-align: center;">COMPENSATION AMOUNT</p> <p>The Developer intends to pay a one time compensation of <u>AMD 118 835</u> (including income tax) and <u>AMD 41 250</u> annually (including income tax) for termination of rent right for the land plots listed in Appendix 1.</p> <p style="text-align: center;">FINAL PROVISIONS</p> <p>The Protocol is drawn up and signed in two copies, one copy per Party and shall take effect at the time of signing.</p>
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ԿՈՂՄԵՐԻ ՍՏՈՐԱԳՐՈՒԹՅՈՒՆՆԵՐԸ / SIGNATURES OF PARTIES

<p>«Կառուցապատող/Developer»</p> <p>Գլխավոր տնօրեն/General Director</p> <p><u>N. Fasquelle</u> Լիկոլաս Ֆասքուելի/ Nicolas Fasquelle Ստորագրություն/signature</p>	<p>«Վարձակալ/Renter»</p> <p>Գայանե Հովսեփյան/ Gayane Hovsepyan</p> <p><u>G. Hovsepyan</u> ստորագրություն/ signature</p>
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Սեփարթ զուլքի սեփականատեր/ Owner of the property
ՀՀ Գեղարքունիքի մարզի Գեղամասար համայնքի ղեկավար՝ Հակոբ Ավետյան
/Gegharkunik Marz, Geghamasar Community Mayor: Hakob Avetyan

FRV

¹⁶ The Protocols were signed by all owners and renters except one owner from Pokr Masrik, who agree to sell his land, but he is now in Russia. He have already submitted a Power of Attorney with his friend’s name who will soon come to Armenia and will sign the alienation contract.

ՀԱՎԵԼՎԱԾ 1/APPENDIX 1

Հնարանի/ Tower number	Գտնվելու վայրը (ներգր. հատվածը, բնակավայրը)/ Location (region, community, residence)	Օտարման ենթակա տարածքների չափը (ha)/ The area of the land to be alienated (ha)	Կադաստրային ծածկագիրը/ Cadastral code	Նպատակային նշանակությունը/ Designated Purpose	Տարածքների կոորդինատները՝ Վեճիկ-84 (WGS-84) (ARMREF 02) ազգային գեոդեզիական կոորդինատային համակարգով/ Land Coordinates WGS-84 in accordance with (ARMREF 02) national geodetical coordinates system		Մեկնակալները/ վարձակալը/ Owner/Renter
					Y	X	
13	ՀՀ Գեղարքունիքի մարզ, Գեղամասար համայնք, Փոքր Մարշի բնակավայր/ Gegharkunik Marz, Geghamasar community, Pokr Masrik Residence	0.006889	05-092-0112-0001	Գյուղատնտեսական/ Agricultural	4457941.9927	8562094.1902	Համայնքային/վարձակալ Գալստեհ Հովսեփյան/ Community/Rent. Gayane Hovsepyan.
					4457950.0315	8562096.2554	
					4457952.1002	8562088.2173	
					4457944.0622	8562086.1487	

«Կառուցադրող/Developer»

Գլխավոր տնօրեն/General Director

N. G. Hovsepyan Նիկոլաս Հովսեփյան/ Nicolas Hovsepyan
 Բազմակցություն/Signature

«Վարձակալ/Renters»

Գալստեհ Հովսեփյան/ Gayane Hovsepyan

G. Hovsepyan Գալստեհ Հովսեփյան/ Gayane Hovsepyan
 Բնակավայր/Signature

ՄՏԱԴՐՈՒԹՅՈՒՆՆԵՐԻ ՄԱՍԻՆ ԱՐՁԱՆԱԳՐՈՒԹՅՈՒՆ/ PROTOCOL ON INTENTION

«...» մայիսի/May, 2019

«ԷֆՄրՎի Մասրիկ» ՓԲԸ (այսուհետ՝ «Կառուցապատող»), ի դեմս Գլխավոր տնօրեն Նիկոլաս Ֆասքուելի, մի կողմից, և Վեմիր Մանուկյանը (այսուհետ՝ «Վարձակալ»), մյուս կողմից (այսուհետ առանձին՝ «Կողմ», համատեղ՝ «Կողմեր»), կերպով սույն մտադրությունների մասին արձանագրությունը (այսուհետ՝ «Արձանագրություն») հետևյալի մասին:

ԱՐՁԱՆԱԳՐՈՒԹՅԱՆ ԱՈՒՐԿԱՆ

Մույնով Վարձակալը հայտնում է իր մտադրությունը սույն Արձանագրության մեջ նշված փոխհատուցման դիմաց դադարեցնել իր կողմից վարձակալված Հավելված 1-ում նշված հողամասերի վերաբերյալ իր վարձակալական իրավունքը 110կՎ բարձրավոլտ էլեկտրահաղորդման գծի հենարանների տեղադրման և գծի անցկացման համար:

SUBJECT OF THE PROTOCOL

The Renter hereby expresses his intention to terminate his rent right for the land plots listed in Appendix 1 in exchange for the compensation indicated in this Protocol for the installation of towers of 110 kV high voltage power lines and for the passage of power transmission lines.

ՓՈՒՆՉԱՏՈՒՑՄԱՆ ՉՍՓԸ

Կից Հավելված 1-ում նշված հողամասերի վերաբերյալ վարձակալական իրավունքի դադարեցման դիմաց Կառուցապատողը մտադիր է վճարել միանվագ 118 835 ՀՀ դրամ (ներառյալ եկամտային հարկը) և տարեկան 41 250 ՀՀ դրամ (ներառյալ եկամտային հարկը) փոխհատուցում:

COMPENSATION AMOUNT

The Developer intends to pay a one time compensation of AMD 118 835 (including income tax) and AMD 41 250 annually (including income tax) for termination of rent right for the land plots listed in Appendix 1.

ԵԶՐԱՓՈՎԻՉ ԴՐՈՒՑԹՆԵՐ

Արձանագրությունը կազմված և ստորագրված է 2 օրինակից յուրաքանչյուրին մեկական օրինակ, և ուժի մեջ է մտնում կնքման պահից:

FINAL PROVISIONS

The Protocol is drawn up and signed in two copies, one copy per Party and shall take effect at the time of signing.

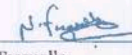
ԿՈՂՄԵՐԻ ՄՏՈՐԱԳՐՈՒԹՅՈՒՆՆԵՐԸ/ SIGNATURES OF PARTIES

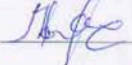
«Կառուցապատող/Developer»

«Վարձակալ/Renter»

Գլխավոր տնօրեն/General Director

Վեմիր Մանուկյան/ Vemir Manukyan

 Նիկոլաս Ֆասքուելի/ Nicolas Fasquelle

 ստորագրություն/ signature

Ստորագրություն/signature


Անշարժ գույքի սեփականատեր/ Owner of the property
ՀՀ Գողարբունիքի մարզի Գեղամասար համայնքի ղեկավար՝ Հակոբ Ավետյան
/Gegharkunik Marz, Geghamasar Community Mayor: Hakob Avetyan




ՀԱՎԵԼՎԱԾ I / APPENDIX I

Հենարան/ Tower number	Գտնվելու վայրը (մարզ, համայնք, բնակավայրը)/ Location (region, community, residence)	Օտարման երթակա տարածքներ ի չափը (հա)/ The area of the land to be alienated (ha)	Կարտայի և ծածկագիրը/C adastral code	Նպատակային երանկառույցներ /Designated Purpose	Տարածքների կոորդինատները ՎիճիՒԿ-84 (WGS-84) (ARMREF 02) ազգային կոորդինատային համակարգում/Land Coordinates WGS-84 in accordance with (ARMREF 02) national geodetical coordinates system		Սեփականատերը/ վարձակալը/Owner/Renter
					Y	X	
14	ՀՀ Գեղարքունիքի մարզ, Գեղամասար համայնք, Փոքր Մասրիկ բնակավայր/Gegharqunik Marz, Geghamasar community, Pokr Masrik Residence	0.006889	05-092-0112- 0001	Գյուղատնտեսա- կան/Agicultural	4457720.0893	8562037.0182	Համայնքային/Վարձակալ Վեմիր Մանուկյան/ Community/Rent Vemir Manukyan
					4457728.1283	8562093.0834	
					4457730.1935	8562031.0444	
					4457722.1946	8562028.4792	

«Կարողացված/Developers»

Գլխավոր տնօրեն/General Director

 Ֆասկվել
 Մարտիրոսյան/Signature

«Վարձակալ/Renters»

Վեմիր Մանուկյան/Vemir Manukyan

 ստորագրություն/ signature

ՄՏԱՐԴՈՒԹՅՈՒՆՆԵՐԻ ՄԱՍԻՆ ԱՐՁԱՆԱԳՐՈՒԹՅՈՒՆ/ PROTOCOL ON INTENTION

«...» մայիսի/May, 2019

«ԷֆՄարվի Մասրիկ» ՓԲԸ (այսուհետ՝ «Կառուցապատող»), ի դեմս Գլխավոր տնօրեն Նիկոլաս Ֆասքուելի, մի կողմից, և Գուրգեն Կարապետյանը (այսուհետ՝ «Վարձակալ»), մյուս կողմից (այսուհետ առանձին՝ «Կողմ», համատեղ «Կողմեր»), կնքեցին սույն մտադրությունների մասին արձանագրությունը (այսուհետ՝ «Արձանագրություն») հետևյալի մասին:

ԱՐՁԱՆԱԳՐՈՒԹՅԱՆ ԱՌԱՐԿԱՆ

Մույնով Վարձակալը հայտնում է իր մտադրությունը սույն Արձանագրության մեջ նշված փոխհատուցման դիմաց դադարեցնել իր կողմից վարձակալված Հավելված 1-ում նշված հողամասերի վերաբերյալ իր վարձակալական իրավունքը 110կՎ բարձրավոլտ էլեկտրահաղորդման գծի հենարանների տեղադրման և գծի անցկացման համար:

SUBJECT OF THE PROTOCOL

The Renter hereby expresses his intention to terminate his rent right for the land plots listed in Appendix 1 in exchange for the compensation indicated in this Protocol for the installation of towers of 110 kV high voltage power lines and for the passage of power transmission lines.

ՓՈՒՆՉԱՏՈՒՑՄԱՆ ՉԱՓԸ

Կից Հավելված 1-ում նշված հողամասերի վերաբերյալ վարձակալական իրավունքի դադարեցման դիմաց Կառուցապատողը մտադիր է վճարել միանվագ 299 294 ՀՀ դրամ (ներառյալ եկամտային հարկը) և տարեկան 74 455 ՀՀ դրամ (ներառյալ եկամտային հարկը) փոխհատուցում:

COMPENSATION AMOUNT

The Developer intends to pay a one time compensation of AMD 299 294 (including income tax) and AMD 74 455 annually (including income tax) for termination of rent right for the land plots listed in Appendix 1.

ԵԶՐԱՓՈՒՎԻՉ ԴՐՈՒՑԹՆԵՐ

Արձանագրությունը կազմված և ստորագրված է 2 օրինակից յուրաքանչյուրին մեկական օրինակ, և ուժի մեջ է մտնում կնքման պահից:

FINAL PROVISIONS

The Protocol is drawn up and signed in two copies, one copy per Party and shall take effect at the time of signing.

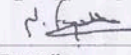
ԿՈՂՄԵՐԻ ՄՏՈՐԱԳՐՈՒԹՅՈՒՆՆԵՐԸ/ SIGNATURES OF PARTIES

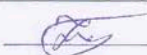
«Կառուցապատող/Developer»

«Վարձակալ/Renter»

Գլխավոր տնօրեն/General Director

Գուրգեն Կարապետյան/ Gurgen Karapetyan

 Նիկոլաս Ֆասքուել/ Nicolas Fasquelle

 ստորագրություն/ signature

Ստորագրություն/signature


Անշարժ գույքի սեփականատեր/ Owner of the property
ՀՀ Գեղարքունիքի մարզի Գեղամասար համայնքի ղեկավար՝ Հակոբ Ավետյան /Gegharkunik Marz, Geghamasar Community Mayor: Hakob Avetyan




ՀԱՐՔԵԼ ՎԱՍՏ 1/APPENDIX 1

Հենարան/ Tower number	Գտնվելու վայրը (մարզը, համայնքը, բնակավայրը)/ Location (region, community, residence)	Օտարման ենթակա տարածքներ ի չափը (հա)/ The area of the land to be alienated (ha)	Կադաստրային ծանկագիրը/Cadastral code	Նպատակային նշանակությունը/Designated Purpose	Տարածքների կոորդինատները ՎԼՏԻԷ-84 (WGS-84) (ARMREF 02) ազգային գեոդեզիական կոորդինատային համակարգով/Land Coordinates WGS-84 in accordance with (ARMREF 02) national geodetical coordinates system		Մեխանիստները/վարձակալը/Owner/Renter
					Y	X	
11	ՀՀ Գեղարքունիքի մարզ, Գեղամասար համայնք, Փոքր Մասրիկ բնակավայրը/Geghark community, Pokr Masrik Residence	0.010461	05-092-0114-0015	Գյուղատնտեսական/Agri-cultural	4457509.1304	8561977.2406	Համայնքային/Վարձակալ Գուրգեն Կարապետյան/Community/Rent. Gurgen Karapetyan
					4457507.4449	8561983.7994	
					4457496.4036	8561980.9618	
					4457499.2411	8561969.9206	
15		0.006889	05-092-0112-0001	Գյուղատնտեսական/Agri-cultural	4457499.6738	8561970.0318	
					4457496.4036	8561980.9618	
					4457507.4449	8561983.7994	
			4457510.2824	8561972.7581			
			4457499.2411	8561969.9208			

«Կառուցապատող/Developer»

Գլխավոր տնօրեն/General Director

 Faguelle
 Ստորագրություն/signature

«Վարձակալ/Renter»

Գուրգեն Կարապետյան/ Gurgen Karapetyan

 ստորագրություն/ signature

ՄՏԱՂՈՒԹՅՈՒՆՆԵՐԻ ՄԱՍԻՆ ԱՐՁԱՆԱԳՐՈՒԹՅՈՒՆ/ PROTOCOL ON INTENTION

«___» մայիսի/May, 2019

«ԷֆՄարվի Մասրիկ» ՓԲԸ (այսուհետ՝ «Կառուցապատող»), ի դեմս Գլխավոր տնօրեն Նիկոլաս Ֆասքուելի, մի կողմից, և Դերենիկ Շահինյանը (այսուհետ՝ «Վարձակալ»), մյուս կողմից (այսուհետ առանձին՝ «Կողմ», համատեղ «Կողմեր»), կնքեցին սույն մտադրությունների մասին արձանագրությունը (այսուհետ՝ «Արձանագրություն») հետևյալի մասին:

"FRV Masrik" CJSC (hereinafter referred to as the "Developer"), represented by General Director Nicolas Fasquelle on the one hand and Derenik Shahinyan (hereinafter referred to as "Renter"), on the other hand (hereinafter referred to as the "Party", together the "Parties"), have signed this Protocol on Intention (hereinafter referred to as "the Protocol") on the following:

ԱՐՁԱՆԱԳՐՈՒԹՅԱՆ ԱՈՐԿՎԱՆ

Սույնով Վարձակալը հայտնում է իր մտադրությունը սույն Արձանագրության մեջ նշված փոխհատուցման դիմաց դադարեցնել իր կողմից վարձակալված Հավելված 1-ում նշված հողամասերի վերաբերյալ իր վարձակալական իրավունքը 110կՎ բարձրավոլտ էլեկտրահաղորդման գծի ենթարանների տեղադրման և գծի անցկացման համար:

SUBJECT OF THE PROTOCOL

The Renter hereby expresses his intention to terminate his rent right for the land plots listed in Appendix 1 in exchange for the compensation indicated in this Protocol for the installation of towers of 110 kV high voltage power lines the passage of power transmission lines.

ՓՈՆՆԱՏՈՒԹՅԱՆ ՉԱՓԸ

Կից Հավելված 1-ում նշված հողամասերի վերաբերյալ վարձակալական իրավունքի դադարեցման դիմաց Կառուցապատողը մտադիր է վճարել միակվազ 162 555 ՀՀ դրամ (ներառյալ եկամտային հարկը) և տարեկան 49 295 ՀՀ դրամ (ներառյալ եկամտային հարկը) փոխհատուցում:

COMPENSATION AMOUNT

The Developer intends to pay a one time compensation of AMD 162 555 (including income tax) and AMD 49 295 annually (including income tax) for termination of rent right for the land plots listed in Appendix 1.

ԵԶՐԱՓՈՒԿԻՉ ԴՐՈՒՑԹՎԵՐ

Արձանագրությունը կազմված և ստորագրված է 2 օրինակից յուրաքանչյուրին մեկական օրինակ, և ուժի մեջ է մտնում կնքման պահից:

FINAL PROVISIONS

The Protocol is drawn up and signed in two copies, one copy per Party and shall take effect at the time of signing.

ԿՈՐՄԵՐԻ ՄՏՈՂԱԳՐՈՒԹՅՈՒՆՆԵՐԸ/ SIGNATURES OF PARTIES

«Կառուցապատող/Developer»

«Վարձակալ /Renter»

Գլխավոր տնօրեն/General Director

Դերենիկ Շահինյան/ Derenik Shahinyan

Նիկոլաս Ֆասքուել/ Nicolas Fasquelle

ստորագրություն/ signature

Ստորագրություն/signature

Անշարժ գույքի սեփականատեր/ Owner of the property

ՀՀ Գողարքունիքի մարզի Գեղամասար համայնքի ղեկավար՝ Հակոբ Ավետյան /Gegharkunik Marz, Geghamasar Community Mayor: Hakob Avetyan

FRV

ՀԱՐՎԵԼ ՎԱՍՏ 1/APPENDIX 1

Հենարանի/ Tower number	Գտնվելու վայրը (մարզը, համայնքը, բնակավայրը)/ Location (region, community, residence)	Օռարման ենթակա տարածքների իրացման/ The area of the land to be alienated (ha)	Կադաստրային ծածկագիրը/Cadastral code	Նպատակային նշանակությունը/ Designated Purpose	Տարածքների կոորդինատները՝ ՎիճիԷԿ-84 (WGS-84) (ARMREF 02) ազգային գեոդեզիական կոորդինատային համակարգով/Land Coordinates WGS-84 in accordance with (ARMREF 02) national geodesical coordinates system		Սեփականատերը/ Վարձակալը/Owner/Renter
					Y	X	
11	ՀՀ Գեղարքունիքի մարզ, Գեղամասար համայնք, Փոքր Մասրիկ բնակավայր/ Gegharkunik Marz, Geghamsar community, Pokr Masrik Residence	0.002534	05-092-0114-0015	Գյուղատնտեսական/ Agricul- tural	4457510.2824	8561972.7581	Հատկապես՝ Վարձակալ՝ Դերենիկ Շահինյան/ Community/Rent Derenik Shahinyan
					4457509.1304	8561977.2406	
					4457499.6738	8561970.0318	
12		0.006889	05-092-0114-0015	Գյուղատնտեսական/ Agricul- tural	4457730.1935	8562031.0444	
					4457728.1283	8562039.0834	
					4457720.0893	8562037.0182	
					4457722.1546	8562028.9792	

«Վարձակալ /Renter»

Դերենիկ Շահինյան

 ստորագրություն/ signature

«Կառուցապատող/Developers»

Գլխավոր տնօրեն/General Director

 Միկոս Զասարյուկ/ Nicolas Fasquelle
 Ստորագրություն/signature

ՄՏԱԴՐՈՒԹՅՈՒՆՆԵՐԻ ՄԱՍԻՆ ԱՐՉԱՆԱԳՐՈՒԹՅՈՒՆ/ PROTOCOL ON INTENTION

«...» մայիսի/May, 2019

«ԷֆՄարի» Մասրիկ» ՓԲԸ (այսուհետ՝ «Կառուցապատող»), ի դեմս Գլխավոր տնօրեն Նիկոլաս Ֆասքուելի, մի կողմից, և Անահիտ Հովհաննիսյանը (այսուհետ՝ «Վարձակալ»), մյուս կողմից (այսուհետ առանձին՝ «Կողմ», համատեղ՝ «Կողմեր»), կնքեցին սույն մտադրությունների մասին արձանագրությունը (այսուհետ՝ «Արձանագրություն») հետևյալի մասին:

“FRV Masrik” CJSC (hereinafter referred to as the “Developer”), represented by General Director Nicolas Fasquelle on the one hand and Hovhannisy Anahit (hereinafter referred to as “Renter”), on the other hand (hereinafter referred to as the “Party”, together the “Parties”), have signed this Protocol on Intention (hereinafter referred to as “the Protocol”) on the following:

ԱՐՉԱՆԱԳՐՈՒԹՅԱՆ ԱՌԱՐԿԱՆ

Սույնով Վարձակալը հայտնում է իր մտադրությունը սույն Արձանագրության մեջ նշված փոխհատուցման դիմաց դադարեցնել իր կողմից վարձակալված Հավելված 1-ում նշված հողամասերի վերաբերյալ իր վարձակալական իրավունքը 110կՎ բարձրավոլտ էլեկտրահաղորդման գծի հենարանների տեղադրման և գծի անցկացման համար:

SUBJECT OF THE PROTOCOL

The Renter hereby expresses his intention to terminate his rent right for the land plots listed in Appendix 1 in exchange for the compensation indicated in this Protocol for the installation of towers of 110 kV high voltage power lines and for the passage of power transmission lines.

ՓՈՒՆՉԱՏՈՒՑՄԱՆ ՉԱՓԸ

Կից Հավելված 1-ում նշված հողամասերի վերաբերյալ վարձակալական իրավունքի դադարեցման դիմաց Կառուցապատողը մտադիր է վճարել միանվագ 307 285 ՀՀ դրամ (ներառյալ եկամտային հարկը) և տարեկան 123 750 ՀՀ դրամ (ներառյալ եկամտային հարկը) փոխհատուցում:

COMPENSATION AMOUNT

The Developer intends to pay a one time compensation of AMD 307 285 (including income tax) and AMD 123 750 annually (including income tax) for termination of rent right for the land plots listed in Appendix 1.

ԵԶՐԱՓՈՎԿԻՉ ԴՐՈՒՑԹՆԵՐ

Արձանագրությունը կազմված և ստորագրված է 2 օրինակից յուրաքանչյուրին մեկական օրինակ, և ուժի մեջ է մտնում կնքման պահից:

FINAL PROVISIONS

The Protocol is drawn up and signed in two copies, one copy per Party and shall take effect at the time of signing.

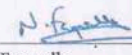
ԿՈՂՄԵՐԻ ՍՏՈՐԱԳՐՈՒԹՅՈՒՆՆԵՐԸ/ SIGNATURES OF PARTIES


«Կառուցապատող/Developer»

«Վարձակալ /Renter»

Գլխավոր տնօրեն/General Director

Հովհաննիսյան Անահիտ/ Hovhannisy Anahit

 Նիկոլաս Ֆասքուելի/ Nicolas Fasquelle

 ստորագրություն/ signature

Ստորագրություն/signature

Անշարժ գույքի սեփականատեր/ Owner of the property
ՀՀ Գողարքունիքի մարզի Գեղամասար համայնքի ղեկավար՝ Հակոբ Ավետյան /Gegharkunik Marz, Geghamasar Community Mayor: Hakob Avetyan





ՀԱՎԵԼ ՎԱՍՏ 1/APPENDIX 1

Հնարանի/ Tower number	Գտնվելու վայրը (մարզ, հատված, բնակավայր)/ Location (region, community, residence)	Օտարման ենթակա տարածքների չափը (հա)/ The area of the land to be alienated (ha)	Կարտայրային ծածկագիրը/Cadastral code	Նպատակային նշանակությունը/Designated Purpose	Տարածքների կոորդինատները Վիճիե-84 (WGS-84) (ARMREF 02) ազգային գեոմեթրիկ կոորդինատային համակարգով/Land Coordinates WGS-84 in accordance with (ARMREF 02) national geodetical coordinates system.		Մեխանիկական/վարձակալի/ Owner/Renter
					Y	X	
20	ՀՀ Գեղարքունիքի մարզ, Գեղամասար հատված, Արթուրյան բնակավայր/ Gegharkunik Marz, Geghamasar community, Artpunk Residence	0.006889	05-019-0115-0061	Գյուղատնտեսական/Agri-culture	4459344.5549	8562884.2084	Համայնքային/վարձակալ/ Հովհաննիսյան Անահիտ/ Community/Rent Hovhannisyen Anahit
					4459350.6724	8562889.8179	
					4459356.2819	8562883.7004	
21	ՀՀ Գեղարքունիքի մարզ, Գեղամասար հատված, Արթուրյան բնակավայր/ Gegharkunik Marz, Geghamasar community, Artpunk Residence	0.012996	05-019-0115-0061	Գյուղատնտեսական/Agri-culture	4459499.8132	8563083.1744	Համայնքային/վարձակալ/ Հովհաննիսյան Անահիտ/ Community/Rent Hovhannisyen Anahit
					4459506.3753	8563092.4964	
					4459515.6973	8563085.9343	
22	ՀՀ Գեղարքունիքի մարզ, Գեղամասար հատված, Արթուրյան բնակավայր/ Gegharkunik Marz, Geghamasar community, Artpunk Residence	0.006889	05-019-0115-0061	Գյուղատնտեսական/Agri-culture	4459509.1352	8563076.6123	Համայնքային/վարձակալ/ Հովհաննիսյան Անահիտ/ Community/Rent Hovhannisyen Anahit
					4459640.9493	8563281.3096	
					4459645.1680	8563288.4576	
					4459652.3159	8563284.2389	
					4459648.0973	8563277.0910	

«Վարձակալ/ Renter»

«Կարողացված/Developers»

Հովհաննիսյան Անահիտ/ Hovhannisyen Anahit


Գլխավոր տնօրեն/General Director
 Նիկոլաս Յասրուբեկ/ Nicolas Fesqueille

 Ստորագրություն/signature

ՄՏԱՂՈՒԹՅՈՒՆՆԵՐԻ ՄԱՍԻՆ ԱՐՁԱՆԱԳՐՈՒԹՅՈՒՆ/ PROTOCOL ON INTENTION

«...» մայիսի/May, 2019

«ԷֆՄարփի Մասրիկ» ՓԲԸ (այսուհետ՝ «Կառուցապատող»), ի դեմս Գլխավոր տնօրեն Նիկոլաս Ֆասքուելի, մի կողմից, և Արթուր Դանիլյանը (այսուհետ՝ «Մեփականատեր»), մյուս կողմից (այսուհետ առանձին՝ «Կողմ», համատեղ՝ «Կողմեր»), կնքեցին սույն մտադրությունների մասին արձանագրությունը (այսուհետ՝ «Արձանագրություն») հետևյալի մասին:

"FRV Masrik" CJSC (hereinafter referred to as the "Developer"), represented by General Director Nicolas Fasquelle on the one hand and Danielyan Artur (hereinafter referred to as "Owner"), on the other hand (hereinafter referred to as the "Party", together the "Parties"), have signed this Protocol on Intention (hereinafter referred to as "the Protocol") on the following:

ԱՐՁԱՆԱԳՐՈՒԹՅԱՆ ԱՆՈՐԿԱՆ

Մույնով Մեփականատերը հայտնում է իր մտադրությունը սույն Արձանագրության մեջ նշված զնով վաճառել Կառուցապատողին Արձանագրության ձավելված 1-ում նշված հողամասերը 110կՎ բարձրավոլտ էլեկտրահաղորդման գծի հենարանների տեղադրման համար, ինչպես նաև տրամադրել Սերվիտուտի իրավունք էլեկտրահաղորդման գծի անցկացման համար:

SUBJECT OF THE PROTOCOL

The Owner hereby expresses his intention to sell the land plots listed in Appendix 1 of the Protocol at the price indicated in this Protocol for the installation of towers of 110 kV high voltage power lines, as well as to provide the Servitude Right for the passage of power transmission lines.

ՀՈՂԱՄԱՍԻ ԵՎ ՄԵՐՎԵՏՈՒՑԻ ԳԻՆԸ

Կից հողամասերի սեփականության իրավունքի դիմաց Կառուցապատողը մտադիր է վճարել 7 907 ՀՀ դրամ (ներառյալ եկամտային հարկը), իսկ Սերվիտուտի իրավունքի դիմաց տարեկան 156 774 ՀՀ դրամ (ներառյալ եկամտային հարկը):

PRICE OF LAND AND SERVITUDE RIGHT

The Developer intends to pay AMD 7 907 for the acquisition of the ownership right of the attached land parcels (including income tax), and AMD 156 774 annually (including income tax) for Servitude's right.

ԵՐԸՄՓԱԿԻՉ ԴՐՈՒՑՅՈՒՆԵՐ

Արձանագրությունը կազմված է ստորագրված է 2 օրինակից՝ յուրաքանչյուրին մեկական օրինակ, և ուժի մեջ է մտնում կնքման պահից:

FINAL PROVISIONS

The Protocol is drawn up and signed in two copies, one copy per Party and shall take effect at the time of signing.

ԿՈՂՄԵՐԻ ՄՏՈՐԱԳՐՈՒԹՅՈՒՆՆԵՐԸ/ SIGNATURES OF PARTIES

«Կառուցապատող/Developer»

«Մեփականատեր/Owner»

Գլխավոր տնօրեն/General Director

Արթուր Դանիլյան/ Danielyan Artur

Նիկոլաս Ֆասքուելի/ Nicolas Fasquelle
Ստորագրություն/signature

ստորագրություն/ signature


Անշարժ գույքի համատեղ սեփականության մասնակիցներ/ Participants of real estate joint ownership

Սնուն ազգանուն/name	Ստորագրություն/signature
Սնուն ազգանուն/name	Ստորագրություն/signature
Սնուն ազգանուն/name	Ստորագրություն/signature
Սնուն ազգանուն/name	Ստորագրություն/signature


ՀԱՐՆԵԼ ՎԱՍՏ 1/APPENDIX 1

Հինարան / Tower number	Գտնվելու վայրը (մարզը, համայնքը, բնակավայրը)/ Location (region, community, residence)	Օտարանն ենթակա տարածքներն է չլսվող (ha)/ The area of the land to be alienated (ha)	Կարգաստրաֆիկ ծածկագիրը/Cadastral code	Նպատակային նշանակությունը/Designated Purpose	Տարածքների կոորդինատները վիճակի-84 (WGS-84) (ARMREF 02) ազգային գեոդեզիական կոորդինատային համակարգով/Land Coordinates (ARMREF 02) national geodesic coordinates system		Մեկնակալները /Owner
					Y	X	
26	ՀՀ Գեղարքունիքի մարզ, Գեղամասար համայնք, Արփունք բնակավայրը/Gegharkuni k Marz, Geghamsar community, Arpunk Residence	0.006889	05-019-0116-0013	Գյուղատնտեսական /Agricultural	4460323.6275	8563408.1979	Մեկնակալները Արթուր Դանիելյան /Owner Danielyan Artur
					4460330.0741	8563413.4258	
					4460335.3020	8563406.9793	
					4460328.8555	8563401.7513	
27		0.006889	05-019-0116-0013	Գյուղատնտեսական /Agricultural	4460482.9665	8563533.5084	
					4460489.6873	8563538.3789	
					4460494.5578	8563531.6582	
					4460487.8371	8563526.7877	

«Մեկնակալներ/Owners»

Արթուր Դանիելյան/ Danielyan Artur


«Կառուցապատում/Developers»

Գլխավոր տնօրեն/General Director

 Fesquelle
 Ստորագրություն/signature

ՄՏԱԴՐՈՒԹՅՈՒՆՆԵՐԻ ՄԱՍԻՆ ԱՐՁԱՆԱԳՐՈՒԹՅՈՒՆ/ PROTOCOL ON INTENTION

«...» մայիսի/May, 2019

«ԷֆՄարվի Մասրիկ» ՓԲԸ (այսուհետ՝ «Կառուցապատող»), ի դեմս Գլխավոր տնօրեն Նիկոլաս Ֆասքուելի, մի կողմից, և Սիլվա Բեգլարյանը (այսուհետ՝ «Մեփականատեր»), մյուս կողմից (այսուհետ առանձին՝ «Կողմ», համատեղ՝ «Կողմեր»), կնքեցին սույն մտադրությունների մասին արձանագրությունը (այսուհետ՝ «Արձանագրություն») հետևյալի մասին:

"FRV Masrik" CJSC (hereinafter referred to as the "Developer"), represented by General Director Nicolas Fasquelle on the one hand and Beglaryan Silva (hereinafter referred to as "Owner"), on the other hand (hereinafter referred to as the "Party", together the "Parties"), have signed this Protocol on Intention (hereinafter referred to as "the Protocol") on the following:

ԱՐՁԱՆԱԳՐՈՒԹՅԱՆ ԱՌՈՒՄԿԱՆ

Սույնով Մեփականատերը հայտնում է իր մտադրությունը սույն Արձանագրության մեջ նշված գնով վաճառել Կառուցապատողին Արձանագրության Հավելված 1-ում նշված հողամասերը 110կՎ բարձրավոլտ էլեկտրահաղորդման գծի հենարանների տեղադրման համար, ինչպես նաև տրամադրել Սերվիտուտի իրավունք էլեկտրահաղորդման գծի անցկացման համար:

SUBJECT OF THE PROTOCOL

The Owner hereby expresses his intention to sell the land plots listed in Appendix 1 of the Protocol at the price indicated in this Protocol for the installation of towers of 110 kV high voltage power lines, as well as to provide the Servitude Right for the passage of power transmission lines.

ՀՈՂԱՄԱՍԻ ԵՎ ՍԵՐՎԻՏՈՒՏԻ ԳԻՆԸ

Գից հողամասերի սեփականության իրավունքի դիմաց Կառուցապատողը մտադիր է վճարել 20 757 ՀՀ դրամ (ներառյալ եկամտային հարկը), իսկ Սերվիտուտի իրավունքի դիմաց տարեկան 171 468 ՀՀ դրամ (ներառյալ եկամտային հարկը):

PRICE OF LAND AND SERVITUDE RIGHT

The Developer intends to pay AMD 20 757 for the acquisition of the ownership right of the attached land parcels (including income tax), and AMD 171 468 annually (including income tax) for Servitude's right.

ԵԶՐԱՓՈՎԿԻՉ ԴՐՈՒՑԹՆԵՐ

Արձանագրությունը կազմված և ստորագրված է 2 օրինակից յուրաքանչյուրին մեկական օրինակ, և ուժի մեջ է մտնում կնքման պահից:

FINAL PROVISIONS

The Protocol is drawn up and signed in two copies, one copy per each Party and shall take effect at the time of signing.

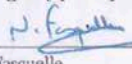
ԳՈՂՄԵՐԻ ՄՏՈՐԱԳՐՈՒԹՅՈՒՆՆԵՐԸ/ SIGNATURES OF PARTIES


«Կառուցապատող/Developer»

«Մեփականատեր/Owner»

Գլխավոր տնօրեն/General Director

Բեգլարյան Սիլվա / Beglaryan Silva

 Նիկոլաս Ֆասքուելի/ Nicolas Fasquelle
Ստորագրություն/signature

 ստորագրություն/ signature

Անշարժ գույքի համատեղ սեփականության մասնակիցներ/ Participants of real estate joint ownership

Բեգլարյան Գենադի/ Beglaryan Genadi

Մեծն ազգանուն/ name
Բեգլարյան Հարություն/ Beglaryan Harutyun

Մեծն ազգանուն/ name
Բեգլարյան Վլադիմիր/ Beglaryan Vladimir

Մեծն ազգանուն/ name

Մեծն ազգանուն/ name

Ստորագրություն/signature

Ստորագրություն/signature

Ստորագրություն/signature


Ստորագրություն/signature

FRV


ՀԱՎԵԼՎԱԾ 1/APPENDIX 1

Հնամասն Tower number	Գտնվելու վայրը (մարզ, համայնք, բնակավայր)/ Location (region, community, residence)	Օտարման ենթակա տարածքներ ի չափը (ha)/ The area of the land to be alienated (ha)	Ներդաստրային ծածկագիրը/Cadastral code	Նպատակային նշանակությունը/De signed Purpose	Տարածքների կոորդինատները Վիգինիա-84 (WGS-84) (ARMREF 02) սղգային գեոմեթրիկական կոորդինատային համակարգով/Land Coordinates WGS-84 in accordance with (ARMREF 02) national geodesic coordinates system		Մեխանիկատներ ը /Owner
					Y	X	
23	ՀՀ Գեղարքունիքի մարզ, Գեղամասար համայնք, Արթուկ բնակավայր/Gegharkuni k Marz, Geghamasar community, Arpunk Residence	0.014641	05-019-0114-0066	Գյուղատնտեսական և/Agricultural	4459764.7136	8563499.4493	Մեխանիկատներ ը /Owner Beglaryan Silva
		0.006889	05-019-0114-0066	Գյուղատնտեսական և/Agricultural	4456776.4471	8563502.4046	
24		0.014641	05-019-0114-0066	Գյուղատնտեսական և/Agricultural	4459779.4025	8563490.6711	
25		0.014641	05-019-0114-0066	Գյուղատնտեսական և/Agricultural	4459767.6689	8563487.7157	
					4459962.1145	8563383.6901	
					4459969.2624	8563390.8381	
					4459965.0438	8563386.6194	
					4460159.9263	8563379.4715	
					4460171.6472	856371.6354	
					4460174.6524	8563274.6406	
					4460162.9315	8563262.9197	
						8563259.9145	

«Մեխանիկատներ/Owners»

Բեգլարյան Սիլվա / Beglaryan Silva

 ստորագրություն/ signature

«Գերադասարար/Developer»

Գլխավոր տնօրեն/General Director

 Ֆասկելա Ֆասքուկե/ Nicolas
 Ստորագրություն/signature

**APPENDIX 8: THE REFERENCE LETTER OF METS MASRIK COMMUNITY LEADER
/TRANSLATION/**

**MUNICIPALITY OF MASRIK COMMUNITY
GEHGHARKUNIK MARZ OF REPUBLIK OF ARMENIA**

N167

22.05.2019

Hereby we confirm that on 18 of July 2019 the Armenia Renewable Resources and Energy Efficiency Fund has transferred 80 million AMD to community for land donations as a compensation.

This amount was used for Mets Masrik community priority needs such as the investment for water pipeline construction implementation, asphaltting of streets and implementation of subsidized projects of the house of culture construction and procurement of agricultural equipment.

Community Leader

A.Asatryan



ՀԱՅԱՍՏԱՆԻ ՀԱՆՐԱՊԵՏՈՒԹՅԱՆ ԳԵՂԱՐՔՈՒՆԻՔԻ ՄԱՐԶԻ ՄԵԾ
ՄԱՍՐԻԿ ՀԱՄԱՅՆՔԱՊԵՏԱՐԱՆ

Հայաստանի Հանրապետության Գեղարքունիքի մարզի Մեծ
Մասրիկ համայնք, փ 5, ՇԵՆՔ 12., Հեռ. 6-12-83, 093-40-41-51 ,
mec.masrik@mail.ru

N167

22.05.2019 թ

Սույնով հաստատվում է, որ էներգիախնայողության և վերականգնվող էներգիայի հիմադրամը փոխանցել է 80 միլիոն դրամ համայնքին 2018.07.18-ին հողի նվիրվածության դիմաց, որպես փոխհատուցում

Տվյալ գումարը օգտագործվել է Մեծ Մասրիկ համայնքի առաջնահերթ կարիքների համար այն է ջրագծի շինարարական աշխատանքների իրականացման համար ներդրում, փողոցների ասֆալտապատման և մշակույթի տան շինարարության սուբսիդավորվող ծրագրերի իրականացման , գյուղ տեխնիկայի ձեռքբերման համար:

Համայնքի ղեկավար



Ա. Ասատրյան

APPENDIX 9: PHOTOS OF DONATED EXCAVATOR



APPENDIX 10: TRANSLATION OF REFERENCE

Calculation of the Cadastral Value of the Energy Category Land

The calculation of the cadastral value of the energy category lands is calculated according to Government Decree of RA N 1746-Ն on 24 of December 2003, according to the one square meter of cadastral value is calculated as follows:

$$CV_{land} = P_{base} \times Zc,$$

wherec

CV_{land} - The price of cadastral value of assessed land plot in AMD,

P_{base} - Base price of one square meter of settlements and plot in AMD,

Zc – The zone coefficient of assessment region (location) of settlements land plot,

The land plots base price according to above-mentioned Government Decree of RA is 60000 AMD. The zone coefficient of Mets Masrik, Pokr Masrik settlements is 0.0024, and Arpunk marz is 0.0016:

Applying the above formula,

we will have the following for cadastral value calculation of the one square meter of energy category land of Mets Masrik, Pokr Masrik settlements:

$$CV_{land} = 60\,000 \text{ AMD} \times 0.0024 = 144 \text{ AMD},$$

For Arpunk community

$$CV_{land} = 60\,000 \text{ AMD} \times 0.0016 = 96 \text{ AMD}.$$

Global Partners Group LLC

Valuation Expert

Director K. Danieyan

A.Papoyan

03.06.2019

REFERENCE

Calculation of Cadastral Value of Agricultural Category Lands

The cadastral value of agricultural lands taken according to decree N 462 on 28 of September 1994 of Government of RA, where the average cadastral value of agricultural lands plot of the one square meter of Mets Masrik, Pokr Masrik, Arpunk settlements is 50.117 AMD.

Since the Mets Masrik and Pokr Masrik settlements agricultural lands is irrigated, so the 1,5 coefficient have been applied to the average cadastral value.

$$CV_{\text{land}} = 50.117 \text{ AMD} \times 1.497 = 75 \text{ AMD},$$

In Arpunk settlement agricultural lands are not irrigated, so the 0,996 coefficient have been applied to the average cadastral value.

$$CV_{\text{land}} = 50.117 \text{ AMD} \times 0.996 = 49.9 \text{ AMD},$$

Global Partners Group LLC

Valuation Expert

Director K. Danieyan

A.Papoyan

03.06.2019



ԵԳ-06/287-19
03 հունիս 2019

ՏԵՂԵԿԱՆՔ

Էներգետիկ նշանակության հողերի կադաստրային արժեքի հաշվարկի վերաբերյալ

Էներգետիկ նշանակության հողերի կադաստրային արժեքի հաշվարկը իրականացվում է համաձայն ՀՀ Կառավարության 24 դեկտեմբերի 2003 թվականի N 1746-Ն որոշման, որի համաձայն հողերի մեկ քառակուսի մետրի կադաստրային գինը հաշվարկվում է հետևյալ բանաձևով՝

$$ԿԳ_{հող} = Ա_{քազա} \cdot x \cdot Գ_զ,$$

որտեղ՝

ԿԳ_{հող}-ն գնահատվող հողամասի կադաստրային գինն է՝ արտահայտված դրամով,

Ա_{քազա}-ն բնակավայրերի հողերի մեկ քառ. մետր մակերեսի բազային արժեքն է՝ արտահայտված դրամով,

Գ_զ-ն բնակավայրերի հողերի տարածագնահատման (գտնվելու վայրի) գոտիականության գործակիցն է:

Հողամասի բազային հարժեքը ըստ վերոնշյալ ՀՀ Կառավարության որոշման կազմում է 60 000 ՀՀ դրամ: Գեղարքունիքի մարզի Մեծ մասրիկ, Փոքր Մասրիկ բնակավայրերի տարածագնահատման գոտիականության գործակից է սահմանվում 0.0024, իսկ Արփուներ համայնքի համար՝ 0.0016:

Կրառելով վերոնշյալ բանաձևը,

Մեծ Մասրիկ և Փոքր Մասրիկ բնակավայրերի համար Էներգետիկ նշանակության մեկ քմ հողատարածքի կադաստրային արժեքի հաշվարկման համար կունենանք՝

$$ԿԳ_{հող} = 60\ 000 \text{ ՀՀ դրամ} \cdot x \cdot 0.0024 = 144 \text{ ՀՀ դրամ,}$$

Իսկ Արփուներ համայնքի համար՝

$$ԿԳ_{հող} = 60\ 000 \text{ ՀՀ դրամ} \cdot x \cdot 0.0016 = 96 \text{ ՀՀ դրամ:}$$

<<ԳԼՈՒԲԱԼ ՓԱՐԹՆԵՐՍ ԳՐՈՒՊ>> ՍՊԸ

Տնօրեն Կ. Դանիելյան



Գնահատող-Փորձագետ

Ա. Պապոյան

03/06/2019 թվական



ԵԳ-06/288-19
03 հունիս 2019

ՏԵՂԵԿԱՆՔ

Գյուղատնտեսական նշանակության հողերի կադաստրային արժեքի հաշվարկի վերաբերյալ

Գյուղատնտեսական նշանակության հողերի կադաստրային արժեքները վերցվել են ՀՀ կառավարության 28 սեպտեմբերի 1994 թ. N 462 որոշման համաձայն, որտեղ Մեծ մասրիկ, Փոքր Մասրիկ, Արփունք Բնակավայրերի համար կադաստրային միջին արժեքը տրված է 50,117 ՀՀ դրամ մեկ քմ հողատարածքի համար:

Քանի որ Մեծ մասրիկ և Փոքր Մասրիկ բնակավայրերում գյուղատնտեսական նշանակության հողերը ջրղի են, ուստի միջինացված արժեքներին կիրառվել է 1,5 գործակիցը:

$$ԿԳ_{հող} = 50.117 \text{ ՀՀ դրամ} \times 1.497 = 75 \text{ ՀՀ դրամ,}$$

Իսկ Արփունք համայնքի վարելահողերը անջրղի են, երի պատճառով կադաստրային միջին արժեքի վրա կիրառվել է 0.996 գործակիցը:

$$ԿԳ_{հող} = 50.117 \text{ ՀՀ դրամ} \times 0.996 = 49,9 \text{ ՀՀ դրամ:}$$

<<ԳԼՈՐԱԼ ՓԱՐԹՆԵՐՍ ԳՐՈՒՊ>> ՍՊԸ

Տնօրեն Կ. Դանիելյան



Գնահատող-Փորձագետ



Ա. Պապոյան

03/06/2019 թվական

CERTIFICATE OF VALUATION EXPERT



**ՀԱՅԱՍՏԱՆԻ ՀԱՆՐԱՊԵՏՈՒԹՅԱՆ
ԿԱՌԱՎԱՐՈՒԹՅԱՆ ԱՌԸՆԹԵՐ ԱՆՇԱՐԺ ԳՈՒՅՔԻ
ԿԱԴԱՍՏՐԻ ՊԵՏԱԿԱՆ ԿՈՄԻՏԵ**

ՎԿԱՅԱԿԱՆ N ԱԳԳ 227
ՍՈՒՅՆ ՎԿԱՅԱԿԱՆԸ ՏՐՎՈՒՄ Է
ԱՐԱՐԱՏ ՌԱՖԻԿԻ ՊԱՊՈՅԱՆԻՆ



առ այն, որ նա մասնակցել է ՀՀ կառավարությանն առընթեր
անշարժ գույքի կադաստրի պետական կոմիտեի կողմից
կազմակերպված անշարժ գույքի գնահատման գործունեության
մասնագիտական որակավորման ստուգմանը:
Համաձայն ՀՀ կառավարությանն առընթեր
անշարժ գույքի կադաստրի պետական կոմիտեի նախագահի՝
«21» փետրվարի 2018թ. թիվ 39-Ա հրամանի ստացել է

ԱՆՇԱՐԺ ԳՈՒՅՔԻ ԳՆԱՀԱՏՈՂԻ ՈՐԱԿԱՎՈՐՈՒՄ

Հայաստանի Հանրապետության
կառավարությանն առընթեր
անշարժ գույքի կադաստրի
պետական կոմիտեի
նախագահի _____ Ս. Սարգսյան



21 փետրվարի 2018թ.


ՀԱՅԱՍՏԱՆԻ ՀԱՆՐԱՊԵՏՈՒԹՅԱՆ ԿԱՌԱՎԱՐՈՒԹՅԱՆ ԱՌԸՆԹԵՐ ԱՆՇԱՐԺ ԳՈՒՅՔԻ ԿԱԴԱՍՏՐԻ ՊԵՏԱԿԱՆ ԿՈՄԻՏԵ

APPENDIX 11: AGRICULTURAL EXPERTISE CONCLUSION



**AGRICULTURAL EXPERTISE CONCLUSION ON PRODUCTIVE VALUE
OF 130.03 HECTARES OF AGRICULTURAL LAND PLOT (PASTURE)
/ ԳՑՈՒՂԱՏՆՏԵՍԱԿԱՆ ՓՈՂՁԱԲՆԱԿՈՒԹՅԱՆ ԵԶՐԱԳԱՅՈՒԹՅՈՒՆ
130.03 ՀԵԿՏԱՐ ԳՑՈՒՂԱՏՆՏԵՍԱԿԱՆ ՀՈՂԱՏԱՐԱԾՔԻ (ԱՐՈՏԱՎԱՅՐ)
ԱՐՏԱՌԻՎԱԿԱՆ ԱՐԾԵՔԻ ՎԵՐԱԲԵՐՅԱԼ**

Project/ Ծրագիր.	“Construction of Masrik-1 Utility-Scale Solar PV Power Plant Investment Program in Armenia” / «Մասրիկ-1 արդյունաբերական մաշտաբի արևային ՖՎ էլեկտրակայանի կառուցման ներդրումային ծրագիր Հայաստանում»
Subject of the Assessment / Գնահատման առարկա:	Land plot with 130.03 hectares (97.3709 +32.6591) surface in the administrative area of Mets Masrik community of he RA Gegharkunik Marz (region) / 130.03 հեկտար (97.3709 +32.6591) մակերեսով հողատարածք ՀՀ Գեղարքունիքի մարզի Մեծ Մասրիկ համայնքի վարչական տարածքում
Beneficiary/ Շահառու`	EA Energy Advisory LLC/ “Ի Էյ Էներջի Ըղվայգորի” ՍՊԸ
Prepared by/ Պատրաստված է`	Գ. Վարդանյան/G.Vardanyan
Attachments/ Կցված փաստաթղթեր:	1. Photos/Լուսանկարներ 2. Land plot layout/հողամասի հատակագիծը 3. Experts`s CV/ փորձագետի CV-ն
Date/ Ընմաթիվ`	10.06.2019

 Գ. Վարդանյան/G.Vardanyan

1. INTRODUCTION

“Construction of Masrik-1 Utility-Scale Solar PV Power Plant Investment Program in Armenia” (hereinafter: the Project) is implemented by “FRV Masrik” CJSC (hereinafter: Developer). The Project was approved by the RA Government at the end of 2016. The Project envisages the construction of Masrik-1 Solar PV power plant with installed capacity range of 46 MW to 55 MW which will be located in the administrative area of Mets Masrik village in the RA Gegharkunik Marz (region). The RA Government endorsed the donation of 97.3709 hectare land plot/pasture located in the administrative area of Mets Masrik village in the RA Gegharkunik Marz as well as provided consent on direct sale of addition 32.6591 hectare of land to the Developer.

2. PURPOSE OF AGRICULTURAL EXPERTISE

This agricultural expertise is aimed at determination of the productive value of the 130.03 hectare (97.3709 +32.6591) land plot (hereafter` Land Plot) in accordance with its target purpose and actual usage purpose (agricultural, pasture).

3. APPLIED METHODOLOGY

The following approach was applied for the determination of the productive value of the Land Plot:

- Current productive value of the Land Plot as pasture was determined by visual inspection held on 09.06.2019 and organoleptic method. In particular: the annual grass yield of the given pasture and the quality of the total land plot as a pasture by means of pasture carrying capacity (PCC) indicators;
- The approximate number of animals (small ruminants and cattle) served by the pastureland or the average number of animals that can be served by similar size and quality pastureland was determined;
- The total number of animals of the

ՆԵՐԱՃՈՒԹՅՈՒՆ

«Մասրիկ-1 արդյունաբերական մաշտաբի արևային ՖՎ էլեկտրակայանի կառուցման ներդրումային ծրագիր Հայաստանում» (այսուհետ՝ Ծրագիր) իրականացվում է «ԷՖՎԻՐՎի Մասրիկ» ՓԲԸ կողմից (այսուհետ՝ Կառուցապատող): Ծրագիրը հաստատվել է ՀՀ կառավարության կողմից 2016թ-ի վերջում:

Ծրագիրը նախատեսում է 46 ՄՎտ-ից 55 ՄՎտ դրվածքային հզորությամբ Մասրիկ-1 արևային ՖՎ էլեկտրակայանի կառուցում, որը պետք է տեղակայվի ՀՀ Գեղարքունիքի մարզի Մեծ Մասրիկ համայնքի վարչական տարածքում: ՀՀ կառավարությունը հաստատել է ՀՀ Գեղարքունիքի մարզի Մեծ Մասրիկ համայնքի վարչական տարածքում գտնվող 97.3709 հեկտար հողատարածքի/ արոտավայրի նվիրատվությունը էլեկտրակայանի կառուցման նպատակով, ինչպես նաև տվել է համաձայնություն լրացուցիչ 32.6591 հեկտար հողամաս Կառուցապատողին օտարելու վերաբերյալ:

ԳՅՈՒԴԱՏՈՒՄԵՏԱԿԱՆ ՓՈՐՁԱՔՆՆՈՒԹՅԱՆ ՆՊԱՏԱԿԸ

Այս գյուղատնտեսական փորձաքննության նպատակն է որոշել 130.03 հեկտար (97.3709 +32.6591) մակերեսով հողատարածքի (այսուհետ՝ Հողատարածք) արտադրական արժեքը՝ համաձայն իր նպատակային և փաստացի գործառնական նշանակությունը (գյուղատնտեսական, արոտավայր): ԿԻՐԱՌՎԱԾ ՍԵԹՈՂԱԲԱՆՈՒԹՅՈՒՆ Հողատարածքի արտադրողական արժեքի որոշման համար կիրառվել է հետևյալ մոտեցումը:

- Հողատարածքի որպես արոտավայր արտադրական ներկայիս արժեքը որոշվել է 09.06.2019-ին անցկացված տեսողական զննման և օրգանոլեպտիկ եղանակով: Մասնավորապես, նշված արոտավայրերի տարեկան խոտի արտադրողականությունը և ընդհանուր հողատարածքի որակն որպես արոտավայր՝ արոտավայրի բեռնվածության (PCC) ցուցանիշների միջոցով;
- Որոշվել է Հողատարածքում (արոտավայրերում) արածող կենդանիների (մեծ և փոքր եղջուրավոր) միջին թվաքանակը կամ գյուղատնտեսական կենդանիների միջին թվաքանակը, որոնց համար կարող է արոտավայր ծառայել նույն չափի և որակի հողատարածքը;
- Հաշվի է առնվել համայնքի կենդանիների

community (small ruminants and cattle)¹ was considered and based on the obtained data the total surface of the pasture required to serve such number of animals was identified.

Based on the above, the following was determined:

- The actual productive value of the Land Plot;
- Possible actual impact of the loss of the Land Plot on cattle breeding in the context of serving the animals available in the community.

4. RESULTS OF AGRICULTURAL EXPERTISE

4.1. Actual productive value of the Land Plot Mets Masrik community pastures of 460 hectares (Gegharkunik Region) are located at 1950m above sea level in steppe zone and were formulated in the areas cleared from water of Lake Sevan in various humidity conditions as river valley lands with thin soil and sand-clay soil texture. The community has an additional 1500-hectare remote pasture land which is rented by Arpunk settlement of the Geghamasar community.

About 100 hectares of territory was visually inspected at different sections by sampling method and it appeared to be completely degraded, which is due to early spring grazing, soil compaction and it is also the result of big numbers of animals taken to community pastures because of the limited possibility of individual farmers to take their animals to the remote pastures in summer and decline of land fertility.

The pastureland is a flat area and its crop-engineering condition can be described as follows: free of surface or semi-buried stones, covered with clods (on average 15% of vegetation origin: 10-15 cm in diameter), vegetation (20-30%) and plant formation is poor (mainly covered by wheatgrass with low fodder unit), with low productivity: maximum 1 centner/hectare annually.

(մեծ և փոքր եղջերավոր)¹ ընդհանուր թվաքանակը և դրա հիման վրա որոշվել է այդ թվով կենդանիներին սպասարկելու համար անհրաժեշտ արոտավայրի ընդհանուր մակերեսը:

Վերոհիշյալի հիման վրա որոշվել է հետևյալը:

- Հողատարածքի արտադրողական ներկայիս արժեքը;
- Հողատարածքի կորուստի հնարավոր իրական ազդեցությունը անասնաբուծության վրա՝ համայնքում առկա կենդանիներին (մեծ և փոքր եղջերավոր) սպասարկման կոնստրեստում:

ԳՅՈՒՐԱՏՆՏԵՍԱԿԱՆ ՓՈՐՁԱՋՆՆՈՒԹՅԱՆ ԱՐԴՅՈՒՆՔՆԵՐ

Հողատարածքի արտադրողական ներկայիս արժեքը

Մեծ Մասրիկ համայնքի արոտավայրերը կազմում են 460 հեկտար (Գեղարքունիքի մարզ) և գտնվում են ծովի մակարդակից 1950մ բարձրության վրա տափաստանային գոտում և ձևավորվել են Սևանա լճի ջրերից ազատված տարածքներում, տարբեր խոնավության պայմաններում, որպես գետի հովտային հողեր, հողի բարակ շերտով և ավազակավային տիպի բնահողով: Համայնքը լրացուցիչ ունի 1500 հեկտար հեռագնա արոտավայր, որը վաւրծակայութամբ տրված է Գեղամասար համայնքի Արքունք բնակավայրին:

Տարբեր մասերում նմուշառման մեթոդով տեսողական գննությամբ ստուգվել է մոտ 100 հեկտար տարածք և այն ամբողջովին դեգրադացված էր, ինչը պայմանավորված է վաղ գարնանային արածեցմամբ, հողի պնդեցմամբ և դա բխում է նաև համայնքային արոտավայրերում արածող գյուղատնտեսական կենդանիների մեծ թվաքանակից, քանի որ անհատ ֆերմերները սահմանափակ հնարավորություն ունեն ամռանը հեռավոր արոտավայրեր տանել իրենց գյուղատնտեսական կենդանիներին և հողի բերրիությունը ընկնում է:

Արոտավայրը ունի հարթ մակերես և իր վշակաբույսերի վիճակը կարելի է նկարագրել հետևյալ կերպ. Ազատ մակերեսով կամ կիսաընկղմված քարերով, որոնք պատված են զանգվածներով (միջինում 15% բուսական ծածկան՝ 10-15 սմ տրամագծով), բուսականությամբ (20-30%) և բույսերի ձևավորումն աղքատ է (հիմնականում ծածկված է սեզախտով ցածր բերքատվությամբ), ցածր

¹ This information was provided by the community with an official letter/ Այս տեղեկատվությունը տրամադրվել է համայնքի կողմից պաշտոնական զրույցով



Conclusion: Ineffective pastureland

4.2. Possible actual impact of the loss of the Land Plot on cattle breeding in the context of serving the animals available in the community.

In order to assess the mentioned impact, the pasture carrying capacity (PCC)² was determined. This indicator shows the maximum number of agricultural animals that can graze the unit area (1 ha) of the pasture throughout the grazing season without damaging the vegetation of the pastureland. The identification of pasture capacity is important since its permanent excess leads to the degradation of the pasture and loss economic value of grassland. PCC is calculated in accordance with the following formula for conventional number of cattle (NC):

$PCC = Y / (C \times G)$, where:

PCC – pasture carrying capacity, number/grazing season,

Y – yeild for 1 ha pasture (green or dry mass), kg/ha,

C – daily fodder for conventional number of animals (green or dry), kg

G – grazing period, day.

For example: average yeild for 1 ha: 4,000 kg green mass, daily fodder for 1 conventional animal: 50 kg/day, grazing period: 150 days.

$PCC = 4,000 / (50 \times 150) = 0.53$ animal/ha

This means 0.53 animal for 1 hectare or during the grazing period one animal on average needs 1.89 ha pastureland (1 : 0.53). Pasture area for the herd is calculated based on the pasture carrying capacity and number of animals.

Therefore, in case of the Land Plot the yield indicator is 40 times lower (yeild of 1 ha pasture makes 100kg green mass).

արտադրողականությամբ՝ տարեկան առավելագույնը 1 ցենտ / հա:

Եզրակացություն՝ անադոյունավետ արոտավայր

Հողատարածքի կորուստի հնարավոր իրական ազդեցությունը անասնաբուծության վրա՝ համայնքում հասանելի կենդանիների սպասարկման կոնտեքստում

Նշված ազդեցությունը գնահատելու համար, որոշվել էր արոտավայրի բեռնվածությունը (PCC)²: Այս ցուցանիշը ցույց է տալիս գյուղատնտեսական կենդանիների առավելագույն քանակը, որոնք կարող են արածել արոտավայրի միավոր տարածքի (1 հա) վրա ամբողջ արածեցման ժամանակաշրջանում՝ առանց վնասելու արոտավայրերի բուսականությունը: Արոտավայրի բեռնվածության հատկորոշումը կարևոր է, քանի որ դրա մշտական գերազանցումը հանգեցնում է արոտավայրերի դեգրադացմանը և խոտածածկի տնտեսական արժեքի կորստի: PCC հաշվարկվում է համաձայն հետևյալ բանաձևի՝ գյուղատնտեսական կենդանիների պայմանական քանակության (NC) համար.

$PCC = Y / (C \times G)$, որտեղ.

PCC – Արոտավայրի բեռնվածություն, թիվ / արածեցման սեզոն, Y – 1 հա արոտավայրի արտադրողականությունը (կանաչ կամ չոր զանգված), կգ/հա,

C – օրական կեր գյուղատնտեսական կենդանիների պայմանական քանակի համար (կանաչ կամ չոր զանգված), կգ

G – արածեցման ժամանակահատված, օր: Օրինակ. Միջին արտադրողականությունը 1 հեկտարի համար՝ 4,000 կգ կանաչ զանգված, օրական կերի քանակը 1 պայմանական անասունի համար՝ 50 կգ/օր, արածեցման ժամանակահատվածը՝ 150 օր:

$PCC = 4,000 / (50 \times 150) = 0.53$ անասուն/հա

Սա նշանակում է, որ 0.53 գյուղատնտեսական կենդանի 1 հեկտարի վրա կամ արածեցման ժամանակահատվածում մեկ գյուղատնտեսական կենդանին միջինում պահանջում է 1,89 հա արոտավայր (1 : 0.53): Անասնապահության համար նախատեսված արոտավայրի տարածքը հաշվարկվում է արոտավայրերի բեռնվածության և գյուղատնտեսական կենդանիների քանակի հիման վրա: Հետևաբար, Հողատարածքի դեպքում եկամտաբերության ցուցանիշը 40 անգամ ավելի ցածր է (1 հա արոտավայրի

² See “Manual for Environment Protection in Pastures and Field Fodder Areas”, author: prof. G. Tovmasyan/ Sbu «Շրջակա միջավայրի պահպանության ձեռնարկը արոտավայրերի և դաշտային կերային տարածքներում», հեղինակ՝ պրոֆ. Գ. Թովմասյան:

$PCC = 100 / (50 \times 150) = 0.013$ animal/ha
This means that in case of the Land Plot 0.013 animal for 1 ha or during the grazing period one animal on average needs 76.9 ha pastureland (1 : 0.013).

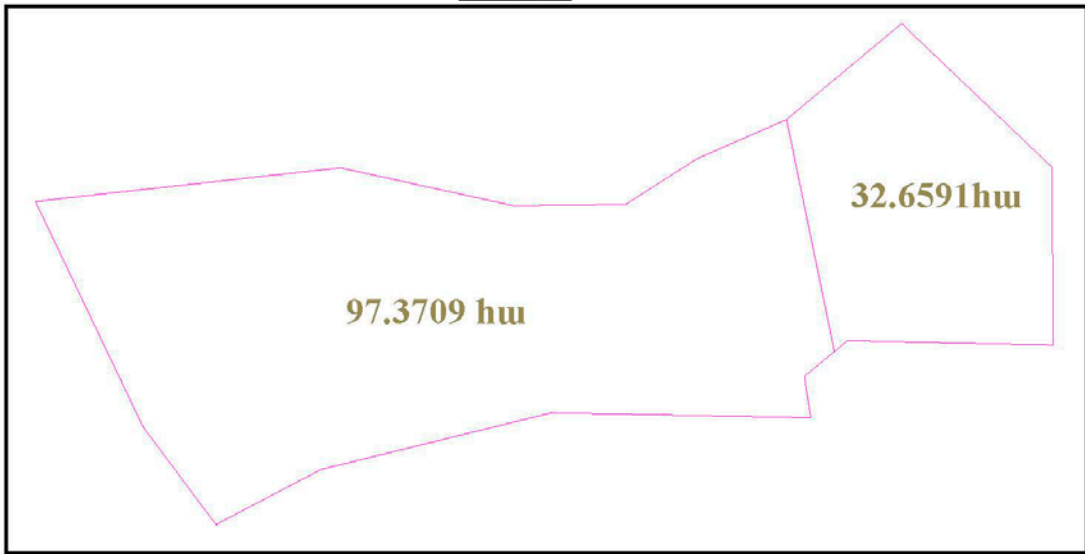
5. CONCLUSION:

Taking into consideration the aforementioned, it can be concluded that the possible actual impact of the loss of the Land Plot, in the context of serving for the animals, is rather little. And it cannot significantly affect the activities of individual cattle breeders of the community. In the long run, with the development of livestock breeding, the community has the opportunity to use 1,500 hectares of remote pasture land currently being rented by another community

Եկամտաբերությունը կազմում է 100 կգ կանաչ զանգված):
 $PCC = 100 / (50 \times 150) = 0.013$ անասուն/հա
Սա նշանակում է, որ Հողատարածքի դեպքում 0.013 գյուղատնտեսական կենդանի կարող է գտնվել 1 հեկտարի վրա կամ արածեցման ժամանակահատվածում մեկ գյուղատնտեսական կենդանին միջինում պահանջում է 76.9 հա արոտավայր (1 : 0.013).

ԵԶՐԱԿԱՑՈՒԹՅՈՒՆ

Հաշվի առնելով վերոնշյալը, կատելի է եզրակացնել, որ Հողատարածքի կորստի հնարավոր փաստացի ազդեցությունը, գյուղատնտեսական կենդանիների արածեցման կոնտեքստում, բավական քիչ է: Եվ դա չի կարող զգալիորեն ազդել համայնքի անասնապահության բնագավառի զործունեության վրա: Հեռանկարում անասնապահական բնագավառի զարգացման կամ անասնազիսականակի աճի պարագայում համայնքը հնարավորություն ունի օգտագործելու 1500 հեկտար հեռագնա արոտավայրերը, որոնք այս պահին վարձակառությանը տրված են այլ համայնքի:



G. Vardanyan

/10.06.2019/ Գ. Վարդանյան/G.Vardanyan



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CVGarik VardanyanEmail: garikvar@gmail.com**Education:**

2008-2015 Armenian National Agrarian University, bachelor degree, Dilpoma AB N205782

Work Experience

08/01/2017- to present “Strategic Development Agency” (SDA) NGO
 “Livestock development in the North-South of Armenia” Project
 Technlogist/advisor

“VET Development in Syunik Marz” Project
 “Vehicle aggregates operation” subject, Short-time teaching, conducting theoretical and practical classes.

08/07/2016-01/12/2016 “AIC Ecoproducts” LLC, Russian Federation, Irkutsk,
 Head of production department.

02/04/2010-05/06/2013 “Sisakan hask” LLC, Sisian, Syunik marz, RA
 Agronomist

01/06/2006-31/03/2010 “Tamara” LLC, Abovyan city, RA
 Technlogist-agronomist

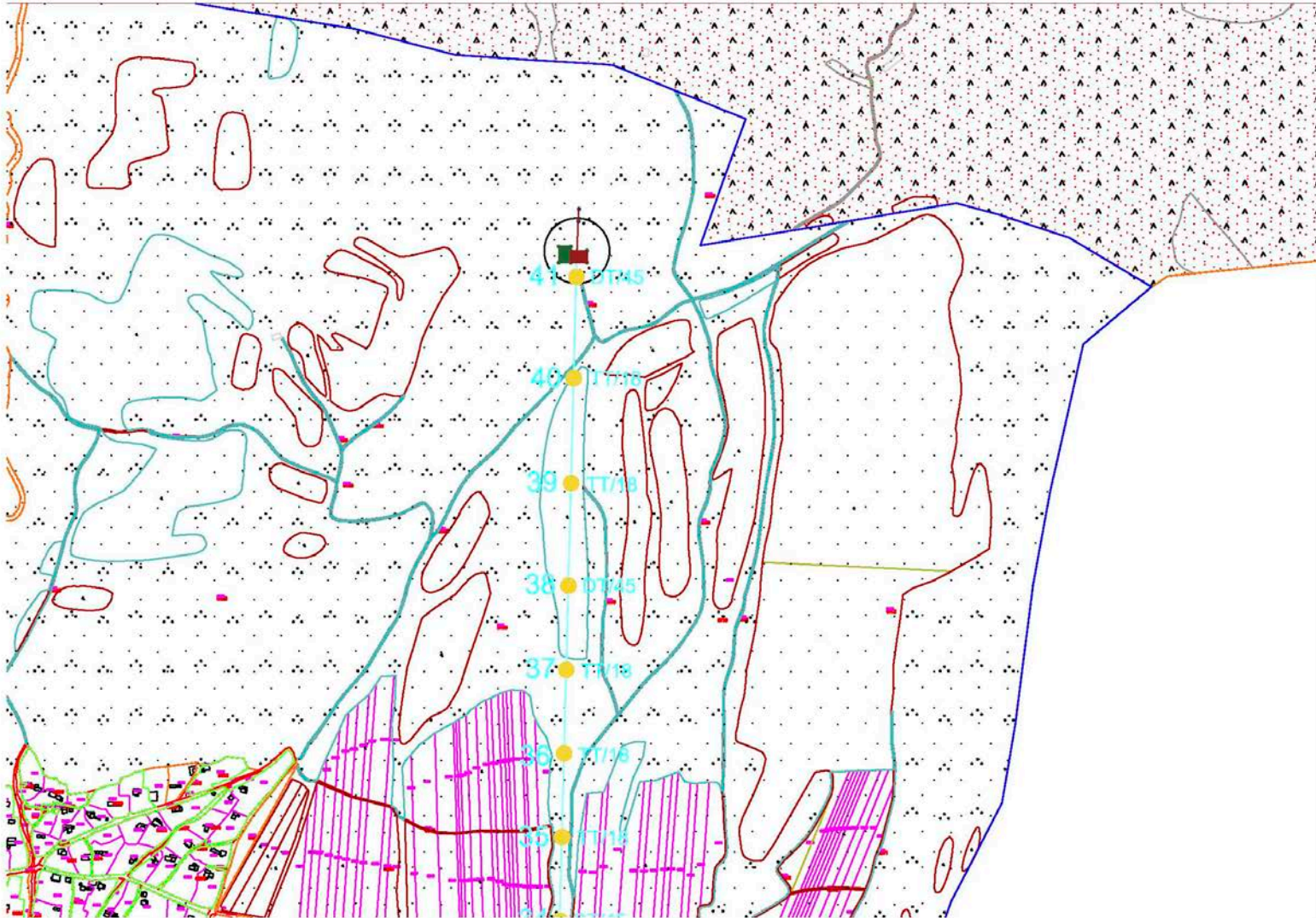
Languages knowledge

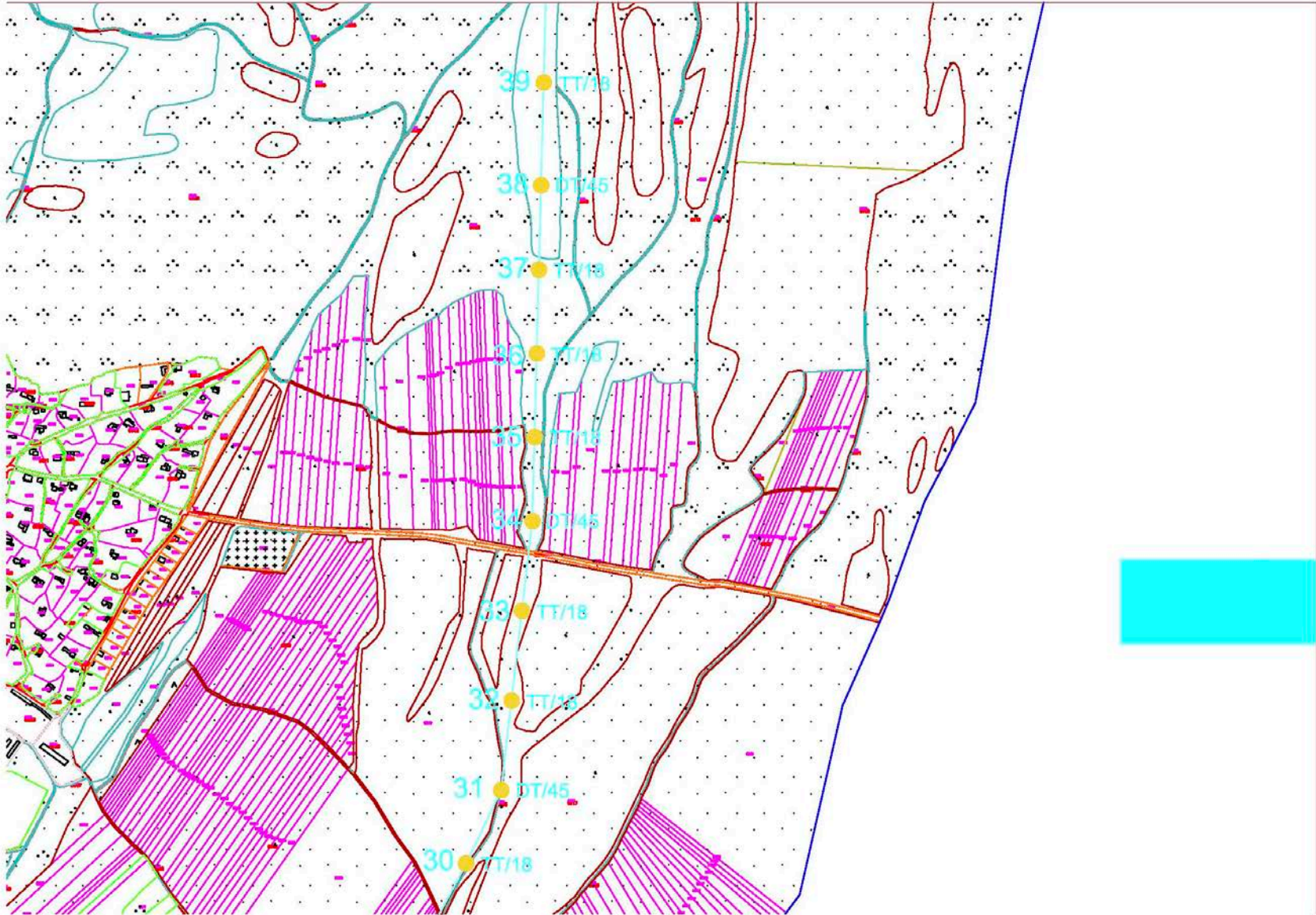
Russian - excellent
 English - satisfactorily

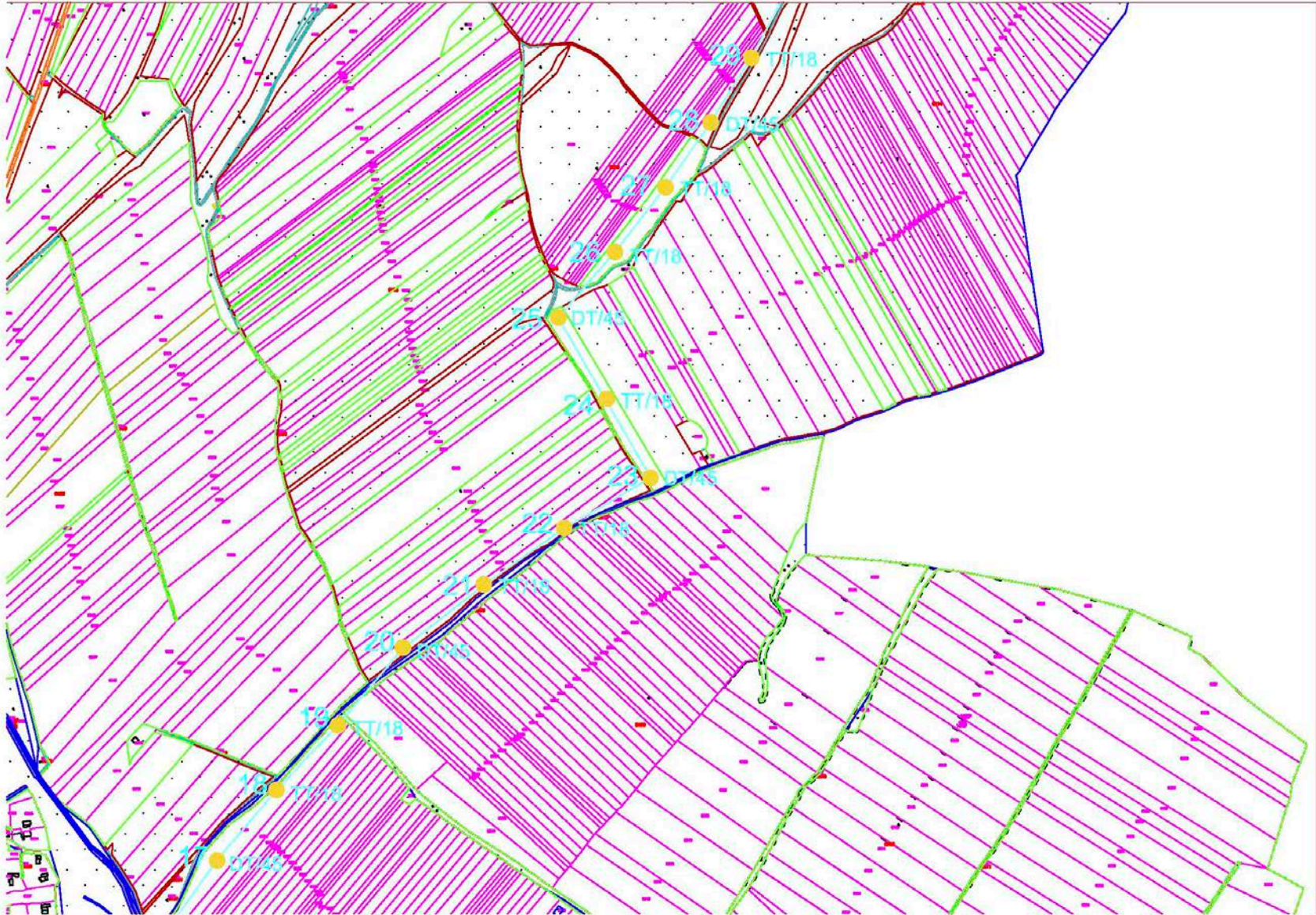
Computer knowledge:

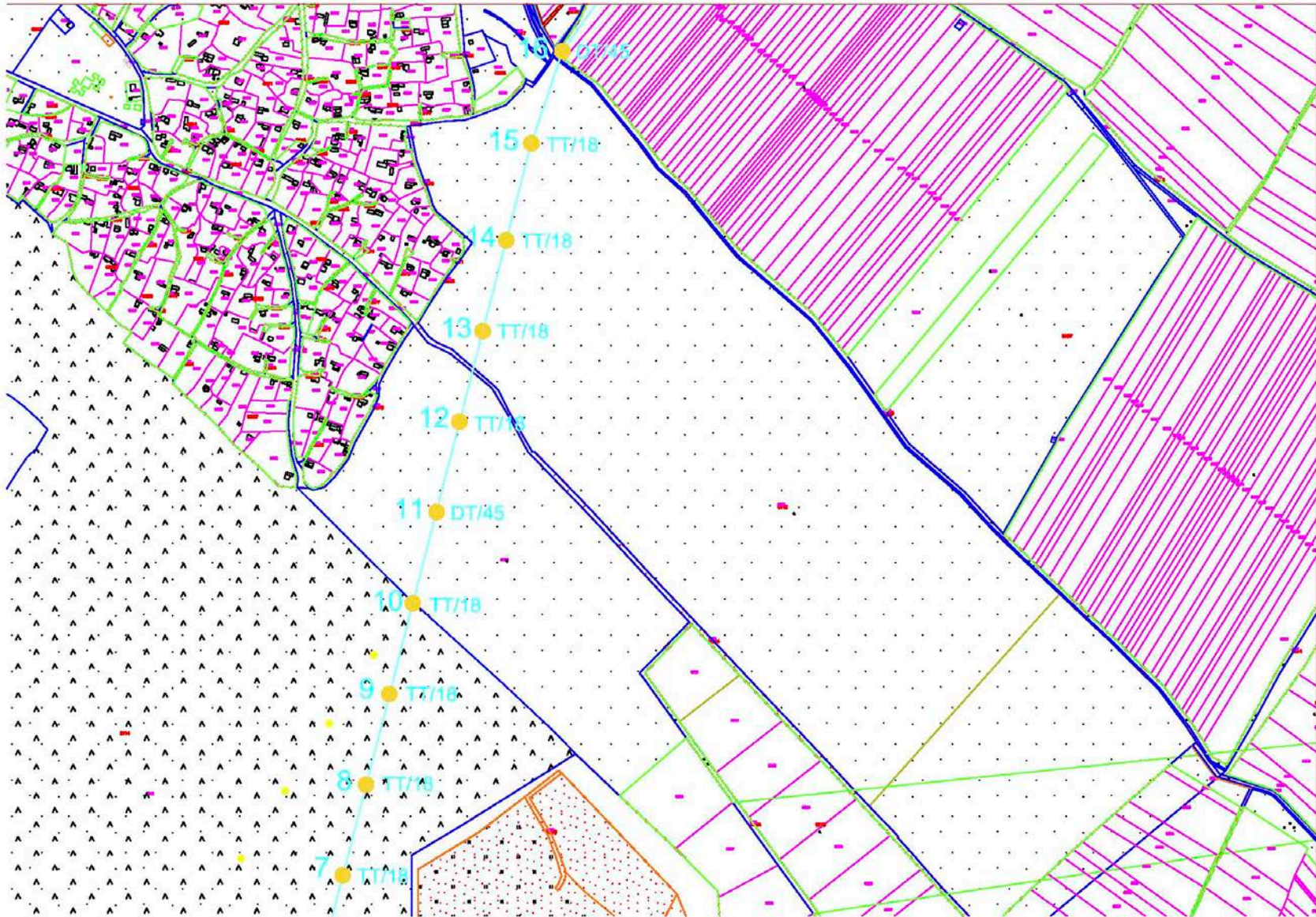
MS Word, MS Excel, Power Point, Internet

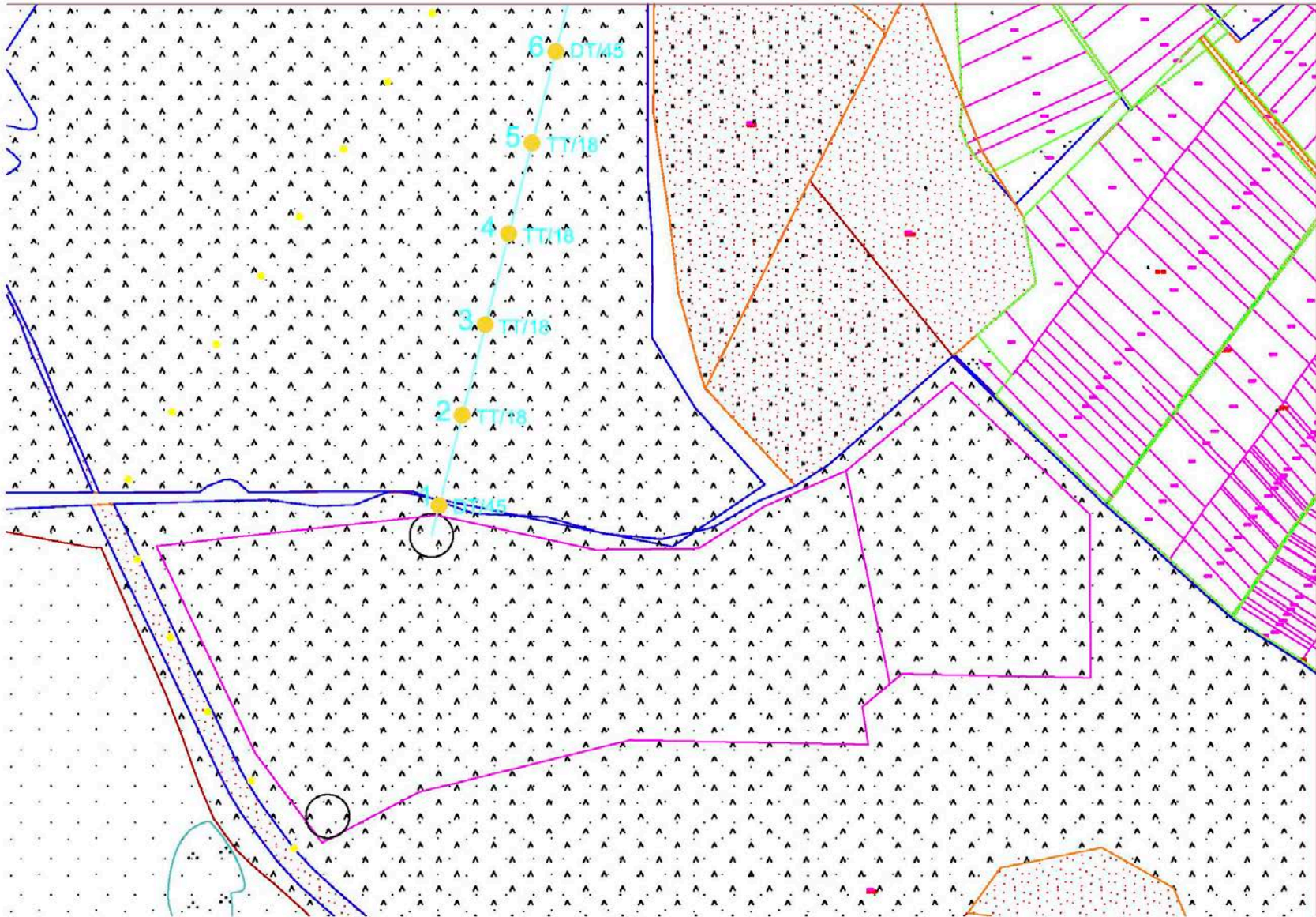
APPENDIX 12: SOLARPV PLANT AND 110KV OTL ON THE MAP











APPENDIX 13: DETAILS ON AFFECTED LANDS

NN	Impact Type: T- tower, S-Servitude	Community	Tower	Cadastral codes	Actual use` 1. Use, 2. Not use	"Type of Property Rights: 1. ownership, 2. Community, 3. Rented 4. Illegally using. 5. Public 6. Nonregistered land	Affected area (square meter)	Crop availability and type
1	2	3	4	5	6	7	8	9
1	Additional land for PV plant	Mets Masrik	-	05-065-0145-0012	2	2	326 591.00	-
2	T&S	Mets Masrik	Tower 1	05-065-0145-0001	2	2	146.41	-
3	T&S	Pokr Masrik	Tower 2	05-092-0114-0014	2	2	68.89	-
4	T&S	Pokr Masrik	Tower 3	05-092-0114-0014	2	2	68.89	-
5	T&S	Pokr Masrik	Tower 4	05-092-0114-0014	2	2	68.89	-
6	T&S	Pokr Masrik	Tower 5	05-092-0114-0014	2	2	68.89	-
7	T&S	Pokr Masrik	Tower 6	05-092-0114-0014	2	2	129.96	-
8	T&S	Pokr Masrik	Tower 7	05-092-0114-0014	2	2	68.89	-
9	T&S	Pokr Masrik	Tower 8	05-092-0114-0014	2	2	68.89	-
10	T&S	Pokr Masrik	Tower 9	05-092-0114-0014	2	2	68.89	-
11	T&S	Pokr Masrik	Tower 10	05-092-0114-0014	2	2	51.70	-
12	T&S	Pokr Masrik	Tower 10	05-092-0114-0015	2	2	17.18	-
13	T&S	Pokr Masrik	Tower 11	05-092-0114-0015	1	2.3	104.61	Wheat
14	T&S	Pokr Masrik	Tower 11	05-092-0114-0015	1	2.3	25.34	Wheat
15	T&S	Pokr Masrik	Tower 12	05-092-0114-0015	1	2.3	68.89	Wheat

16	S	Pokr Masrik	-	05-092-0507	2	2	-	-
17	T&S	Pokr Masrik	Tower 13	05-092-0112-0001	1	2.3	68.89	Wheat
18	T&S	Pokr Masrik	Tower 14	05-092-0112-0001	1	2.3	68.89	Wheat
19	T&S	Pokr Masrik	Tower 15	05-092-0112-0001	1	2.3	68.89	Wheat
20	S	Pokr Masrik	-	05-092-0515	2	2	-	-
21	S	Pokr Masrik	-	05-092-0516	2	2	-	-
22	T&S	Pokr Masrik	Tower 16	05-092-0107-0001	2	1	129.96	-
23	T&S	Pokr Masrik	Tower 17	05-092-0107-0001	2	1	129.96	-
24	T&S	Pokr Masrik	Tower 18	05-092-0107-0001	2	1	68.89	-
25	T&S	Pokr Masrik	Tower 19	05-092-0107-0001	2	1	68.89	-
26	S	Pokr Masrik	-	05-092-0107-0002	2	1	-	-
27	S	Pokr Masrik	-	05-092-0509	2	2	-	-
28	S	Pokr Masrik	-	05-092-0513	2	2	-	-
29	S	Pokr Masrik	-	05-092-0108-0042	2	1	-	-
30	S	Pokr Masrik	-	05-092-0108-0041	2	1	-	-
31	S	Pokr Masrik	-	05-092-0108-0040	2	1	-	-
32	S	Pokr Masrik	-	05-092-0108-0039	2	1	-	-
33	S	Pokr Masrik	-	05-092-0108-0038	2	1	-	-
34	T&S	Arpunk	Tower 20	05-019-0115-0061	1	2.3	68.89	Wheat
35	T&S	Arpunk	Tower 21	05-019-0115-0061	1	2.3	129.96	Wheat
36	T&S	Arpunk	Tower 22	05-019-0115-0061	1	2.3	68.89	Wheat
37	S	Arpunk	-	05-019-0115-0060	2	2	-	-




38	S	Arpunk	-	05-019-0115-0062	2	2	-	-
39	T&S	Arpunk	Tower 23	05-019-0114-0066	1	1	146.41	Wheat
40	T&S	Arpunk	Tower 24	05-019-0114-0066	1	1	68.89	Wheat
41	T&S	Arpunk	Tower 25	05-019-0114-0066	1	1	146.41	Wheat
42	S	Arpunk	-	05-019-0114-0065	2	2	-	-
43	T&S	Arpunk	Tower 26	05-019-0116-0013	1	1.4	68.89	Sweet clover
44	T&S	Arpunk	Tower 27	05-019-0116-0013	1	1.4	68.89	Sweet clover
45	S	Arpunk	-	05-019-0116-0012	2	2	-	-
46	T&S	Arpunk	Tower 28	05-019-0118-0044	2	6	129.96	-
47	T&S	Arpunk	Tower 29	05-019-0118-0044	2	6	68.89	-
48	S	Arpunk	-	05-019-0118-0043	2	2	-	-
49	S	Arpunk	-	05-019-0118-0042	2	2	-	-
50	S	Arpunk	-	05-019-0118-0041	2	2	-	-
51	T&S	Arpunk	Tower 30	05-019-0119-0040	2	2	68.89	-
52	T&S	Arpunk	Tower 31	05-019-0119-0040	2	2	64.92	-
53	T&S	Arpunk	Tower 31	05-019-0117-0001	2	2	65.04	-
54	T&S	Arpunk	Tower 32	05-019-0117-0001	2	2	68.89	-
55	T&S	Arpunk	Tower 33	05-019-0117-0001	2	2	68.89	-
56	T&S	Arpunk	Tower 34	05-019-0108-0001	2	2	129.96	-

57	T&S	Arpunk	Tower 35	05-019-0108-0001	2	2	68.89	-
58	T&S	Arpunk	Tower 36	05-019-0108-0001	2	2	68.89	-
59	T&S	Arpunk	Tower 37	05-019-0108-0001	2	2	68.89	-
60	T&S	Arpunk	Tower 38	05-019-0108-0001	2	2	129.96	-
61	T&S	Arpunk	Tower 39	05-019-0108-0001	2	2	68.89	-
62	T&S	Arpunk	Tower 40	05-019-0108-0001	2	2	68.89	-
63	T&S	Arpunk	Tower 41	05-019-0106-0001	2	2	146.41	-
64	Inter connection	Arpunk	-	05-019-0106-0001	2	2	2400.00	-



APPENDIX 14: GRIEVANCE REDRESS MECHANISM PROCEDURE

 <p>Powering a Sustainable Future</p>	<p>FRV MASRIK CJSC</p>
<p>Project Title:</p> <p>55 MW PV POWER PLANT IN MASRIK</p>	
<p>Document Title:</p> <p>GRIEVANCE REDRESS MECHANISM PROCEDURE</p>	
<p>Document Number:</p> <p>MASRIK-01-GRIEV-Rev00</p>	
<p>Issue Date:</p> <p>15-04-2019</p>	



Powering a Sustainable Future

FRV MASRIK CJSC

INDEX SHEET FOR REVISIONS

Document Title:
GRIEVANCE REDRESS MECHANISM

Document Number:
MASRIK-01-GRIEV-Rev00

REVISION HISTORY

REV NO	DESCRIPTIONS/ REASON FOR ISSUE	DATE	PREPARED BY	CHECKED BY	APPROVED BY
00	Grievance redress mechanism Implementation	15/04/2019	Cyril Perrotey	Santiago Terry	Nicolas Fasquelle


 Powering a Sustainable Future	55 MW PV POWER PLANT IN MASRIK			
	GRIEVANCE REDRESS MECHANISM			
	Doc. No:	MASRIK-01-GRIEV	Rev 00	i of 12

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	GRIEVANCE REDRESS MECHANISM			
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HSE Policy



FRV MASRIK MJSC POLICY STATEMENT

Health, Safety, Environment & Social

FRV MASRIK CJSC management is voluntarily committed to providing a safe and healthful place of work throughout all of FRV MASRIK CJSC's facilities, and to the surrounding environment and communities by making every effort towards eliminating or minimizing any environmentally and socially adverse effects of FRV MASRIK CJSC's operations.

To meet this commitment, it is FRV MASRIK CJSC's policy to promote high standards in health, safety, and environment prevention and protection as well as full respect for communities' interests and rights starting with FRV MASRIK CJSC personnel through establishing, implementing and maintaining ESMS & HS Management systems that will include such elements as targets and standards for HSE&S performance, HSE&S education programs, and assessments and accountability for achievement of those targets and standards.

This policy consists of the following principles:

- FRV MASRIK CJSC management will strictly enforce its corporate safety policy of "NO Lost time accidents" and everyone in FRV MASRIK CJSC shall feel those targets as their own responsibility.
- The health and safety of personnel and preservation, protection of the environment and respect of surrounding communities are FRV MASRIK CJSC's priorities.
- All employees, including those of vendors and sub-contractor, are responsible for their own and their colleagues' HSE&S at work.
- FRV MASRIK CJSC management will ensure that personnel are trained in HSE&S with full cooperation and liaison with statutory authorities and local communities.
- FRV MASRIK CJSC management commits itself to pursue continual impartment of HSE&S performance.
- Everyone in FRV MASRIK CJSC premises must plan and perform in accordance with the HSE&S management system.


This policy will provide assurance that the applicable HSE&S legislation approves codes of practice and the agreed requirements will be complied with.

June 12th, 2019



Nicolas Fasquelle

General Manager, FRV MASRIK CJSC

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Grievance Mechanism

Public Grievance Mechanism

The Developer understands that management of grievances is a vital component of stakeholder engagement and an important aspect of risk management for a project. Grievances can be an indication of growing stakeholder concerns (real and perceived) and can escalate if not identified and resolved. Identifying and responding to grievances supports the development of positive relationships between project, communities and other stakeholders. Monitoring of grievances will signal any recurrent issues, or escalating conflicts and disputes.

The Developer will accept all comments and complaints associated with the Project and individuals who submit their comments or grievances have the right to request that their name be kept confidential.

In order to monitor and examine possible complaints, concerns and suggestions in the course of construction process, detailed measurement and census survey, valuation and compensation by the Developer, the Grievance Redress Mechanism (GRM) is established within the Project so that community residents or potential PAPs have the opportunity to submit proposals or to appeal any decision, practice or activity may arise during Project implementation, compensation of land or other property. The grievance redress mechanism is implemented, so that people can get their problems solved and grievances redressed in a timely and effective manner without directly addressing the court.


The GRM will include a number of parties, the Community, R2E2, the Developer and the Grievance Committee (GC). In addition, non-governmental organizations, the Aarhus Center¹⁷ or other local stakeholders may monitor the negotiation process and engage in the Grievance Committee as a non-permanent representative.

Complaints can be addressed at the community level (Head of LSGB) where the complaint will be recorded and sent to the Investor Complaint Coordinator responsible for the registration and settlement of complaints. Complaints can also be filed with the construction contractor, who should also direct the Investor's Complaint Coordinator if the complaint is not resolved.

The GRM has to be locally implemented at the level of village institutions and local self-government as well as bundled on national level at the Developer.

Grievances can be addressed at the local community level ("Head of Masrik community"), where the grievance is recorded and forwarded to the Developer's grievance coordinator responsible for registration of grievances and decision on grievance redress.

¹⁷ <https://aarhus.osce.org/armenia>

	55 MW PV POWER PLANT IN MASRIK			
	GRIEVANCE REDRESS MECHANISM			
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Grievances that are addressed to the construction contractor (CC) during the execution of civil works shall also be forwarded to the Developer grievance coordinator. Even if the constructor decides to settle the grievance on the spot, the documentation of the grievance settlement procedure needs to be documented at the Developer’s grievance coordinator/focal point.

Also, all project related complaints can be directly addressed to the Developer grievance coordinator via phone, e-mail or grievance form. A project grievance hotline is made available by the Developer for direct complaints (at national level) and all received grievances shall be recorded in a grievance logbook.

Thus, the following 3 level mechanism of grievance redress has been implemented in the Project:


A. STEP 1.

Grievance procedure starts with formal acknowledgment in accordance with the preferred method of communication specified by the applicant within 7 working days of submission. If the grievance is not well understood or if additional information is required, clarification will be sought from the complainant during this step.

All grievances (whether submitted through a grievance form, e-mail, telephone, etc.) will be recorded on a grievance log sheet, containing the name and contact of the person/community group or entity/industry who made the complaint, and the date of response sent to the complainant (timeframe for acknowledgement).

The applicant may lodge his complaint to the Developer’s grievance coordinator through the CC (if during construction) or the Head of Masrik Community. The complaint must be resolved within a 10-day or within the agreed schedule with the CC. Before the start of construction, the Developer shall post a relevant announcement in the community with the contact information of Developer’s grievance coordinator.

To ensure that all grievances are handled appropriately, during Public Consultation meetings the Developer will organize trainings for the representatives of the Heads of Affected Community and will explain the procedures to be followed during registration and addressing of the grievances. The training will be conducted as soon as draft LRP is disclosed to PAPs during LRP final consultation meeting as the first preparatory activity for LRP implementation.

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Nominated GRM Representatives of Affected Communities

N	Community	Position	Name, Surname	Phone
1	Mets Masrik	Community Leader	Armen Asatryan	+3 7493 40 41 51
2	Geghamasar (Arpunk)	Administrative Manager of Village	Artur Aslanyan	+3 7494 00 08 85
3	Geghamasar (Pokr Masrik)	Administrative Manager of Village	Levon Manasyan	+3 7494 70 51 22

B. STEP 2.

In case if the complaint is not resolved by the CC (if during construction), then the complaint will be considered by the Developer within a five-day period. In case of severe grievances that cannot be resolved on site, the Grievance Committee will be invited for the meeting within 30 days after receipt and registration of the grievance. The GC will consist of permanent and non-permanent members. permanent members: R2E2, Developer's grievance coordinator and Construction Contractor, non-permanent members: the applicant, community representative and NGO representative. Decisions in the grievance committee are taken by majority vote of the members who registered in the protocol of the meeting (Permanent and Non-permanent). PAP will be informed about time and place of the meeting 5 (five) days before (as Non-permanent member).


C. STEP 3.

In case if the complaint is not resolved by the Developer and GC, then the applicant may apply to R2E2. R2E2 will discuss and respond to the applicant within a 10-day period

All comments and complaints will be responded to either verbally or in writing as specified by the person or entity that made the complaint, as per the grievance form (figure 2). The response will be developed by the Developer's grievance coordinator (in coordination with the relevant personnel) and which will be communicated to the complainant in accordance with the preferred method of communication specified. The response will be signed-off by the Project Manager. This sign-off may be a signature on the grievance log or in correspondence which should be filed with the grievance.

Response of the applicant is recorded within the grievance log to help assess whether the grievance is closed or whether further action is needed. Meanwhile, individuals/entities have the right to request that their name to be kept confidential.

Complaints shall be closed when an agreement is reached with the applicants. This shall be recorded in the grievance log or database accordingly, along with the closing date, and any other supporting documentation of photos to be stored for future reference.

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If the claim was rejected for reasons such as being ineligible, has no basis or no action is required, then FRV MASRIK CJSC and/or the Developer’s grievance coordinator must put together a diplomatic response explaining the reason for rejection to the complainant with evidence where applicable.

The Grievance Mechanism Flow Chart is presented in Fig. 1 below.

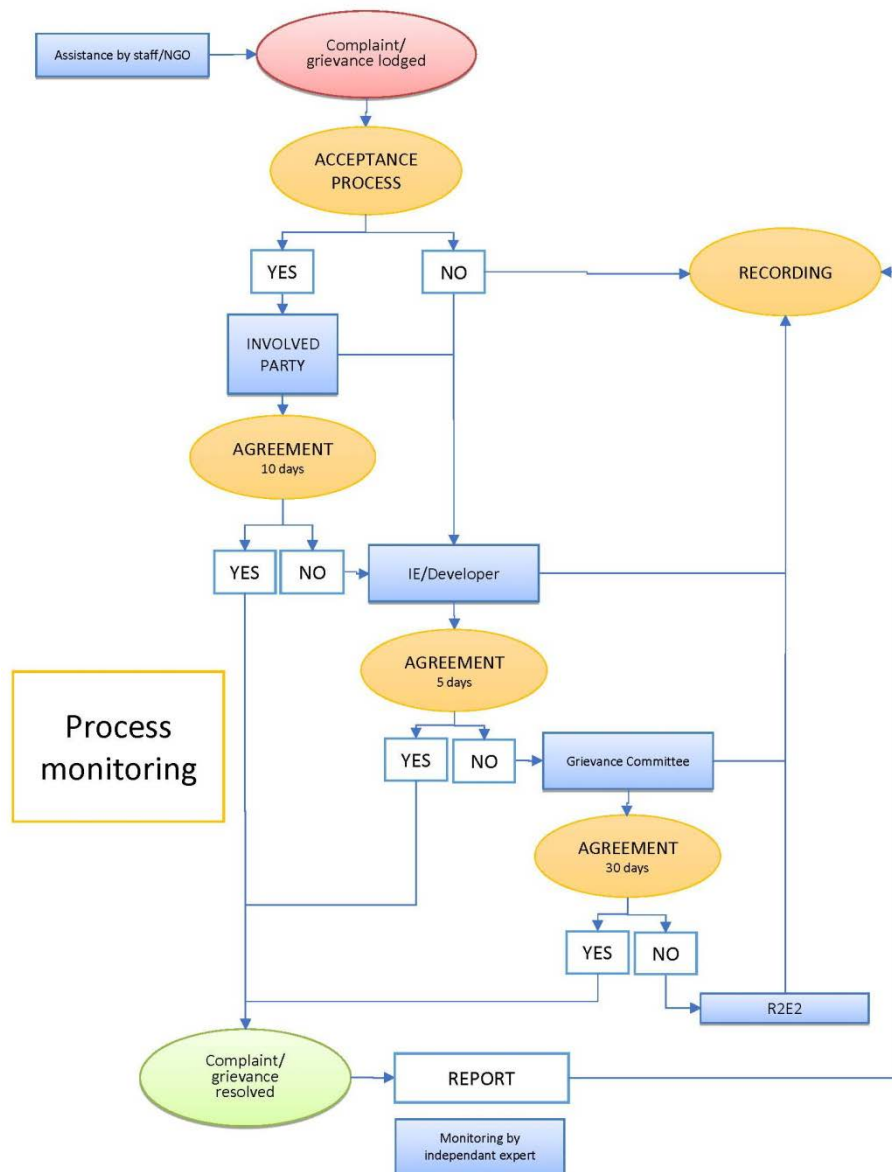



Figure 1: Grievance Mechanism Flow Chart

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Nevertheless, the above-mentioned grievance mechanism does not limit the citizen's right to submit the case straight to the court of law just in any stage of grievance process. The grievance mechanism is designed to avoid lengthy court procedures.


Special consideration will be taken for PAPs living in remote areas and vulnerable people as complaint mechanisms may be unusual and contact with legal procedures let alone courts of law may appear not very promising from their experience. This would prevent the most disadvantaged persons from addressing their grievance. Vulnerable households will have full and free of charge access to social and legal support. Additionally, legal experts will support PAPs who are not registered land owners with legalization of land titles.

Vulnerable PAPs (all women headed households and all households below the poverty line) will be entitled to a legal aid / social worker to support them with complaints procedures.

GRM proceeding and reporting by CC and Developer:

The Developer is obliged to carry out the work in accordance with the contractual requirements that include:

- A. A person of staff responsible (Economical resettlement expert) for grievance procedure who will provide technical assistance to the Developer in handling any grievances that may arise during Livelihood Restoration Plan (LRP) preparation and implementation;
- B. Preparation of regular monitoring reports on the status of the LRP preparation and implementation, including details of any complaints that arose and how they were handled;
- C. If vulnerable affected people are identified following census completion, then the Developer will appoint professional advocates (social workers / legal experts) to assist those people during the entire process, and to act as independent advocates for them should any grievances arise;
- D. Handling of grievances with the Developer and PAP and participation in the grievance committee.
- E. A person of staff responsible (appointed by the CC) for the grievance procedure coordination, hereby referred to as grievance coordinator (including first contact, periodical site visiting of mitigation measure to be implemented by CC);
- F. telephone line, e-mail address and contact name on project boards to be circulated in the monthly newsletters;
- G. Handling of grievances with the CC and PAP and participation in the grievance committee;
- H. Liaison with R2E2.

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However, PAPs have the option to choose a different representative or directly liaison with the Developer staff, responsible for grievance redress. The Developer will ensure that vulnerable households have full access to free of charge social workers and to legal support.

Additionally, legal experts will support PAPs who are not registered land owners with legalization of land titles.


The Developer will monitor the way in which grievances are being handled and ensure they are properly addressed within deadlines specified within the mechanism presented above. The Developer will also report regularly to the public on the grievance mechanism implementation, protecting the privacy of individuals.

Aarhus Centre may monitor grievance redress negotiations, assist with grievance arbitration, raise public awareness. PAPs need to be informed that in case of conflict with the community leader they can address Aarhus staff to follow up their complaint. Aarhus will monitor relationship between PAPs and community leader.

Grievance Redress Mechanism implementation

The implementation process shall consist of the following:

1. This GRM procedure will be translated in Armenian and disclosed at the locations identified below. The GRM procedure will inform the local communities on how and where to lodge a grievance in accordance with step 2 below.
 - a. Masrik Municipality Bulletin Board
 - b. Around site/fence of the Project site
2. Assigning responsibility: responsibility for dealing with community grievances will be assigned to a Community Liaison Officer (CLO) assigned by FRV MASRIK CJSC. Each complaint whether from an individual or an entity will be considered and a response to each specific complaint will be directly communicated to the party that raised it. A sample of a Public Grievance Form is shown in **Figure 2** below.
3. Any person or entity may send comments and/or complaints in person, via a specific and specialised channel announced by FRV MASRIK CJSC or its CLO. The complainant must also be provided with proof of receipt of the complaint.
4. Stakeholders willing to lodge a grievance should be able to use the following avenues:
 - a. Grievance Sheets and Boxes will be made available at the following locations:
 - **Dedicated red Mail box in MASRIK**
Location: City Hall, Mets Masrik, Armenia
City: Mets Masrik
 - **Masrik Municipality**
Location: City Hall, Mets Masrik, Armenia
Email: metsmasrik.gegharqunig@mta.gov.am
Tel: +374 26.961.283

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b. Direct Contact through the following:

FRV Services Middle East DMCC


Jumeirah Business Center – 14th floor, Unit 1403-1404, Cluster G, Jumeirah Business Center 1, Jumeirah Lakes Towers P.O Box 392632, Dubai, United Arab Emirates,

Telephone: +971 4 375 4138

E-mail: cyril.perrotey@frv.com

As for the construction phase of the PV power plant project, grievances relating to construction activities will be managed by CC, and supervised by FRV MASRIK CJSC or a third party who will be responsible for managing and supervising the works and activities of the contractor, ensuring that construction activities are carried out in compliance with the project's requirements, bid documents and the requirements and procedures set forth by the relevant Environmental and Social documents / action plans. FRV MASRIK CJSC and CC shall ensure that any potential health, safety, environmental hazards and social concerns related to the project are controlled and properly addressed.


Furthermore, local communities, residents, adjacent industries, business owners and so on will be informed about the CC' contact information prior to commencement of construction activities.

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Reference No:	
Full Name	
Contact Information Please mark how you wish to be contacted (mail, telephone, e-mail).	<input type="checkbox"/> By Post: Please provide mailing address: _____ _____ _____
	<input type="checkbox"/> By Telephone: _____
	<input type="checkbox"/> By E-mail _____
Preferred Language for communication	<input type="checkbox"/> Language 1 (specify) <input type="checkbox"/> Language 2 (specify) <input type="checkbox"/>
Description of Incident or Grievance: What happened? Where did it happen? Who did it happen to? What is the result of the problem?	
Date of Incident/Grievance	
	<input type="checkbox"/> One time incident/grievance (date _____) <input type="checkbox"/> Happened more than once (how many times? _____) <input type="checkbox"/> On-going (currently experiencing problem)
What would you like to see happen to resolve the problem?	
Signature: _____ Date: _____ Please return this form to: [name], Health and Safety Manager, or Community Liaison Officer [company name], Address _____ Tel.: _____ or E-mail: _____	

Figure 2: Public Grievance Form¹⁸

¹⁸ Source: European Bank for Reconstruction & Development (IFC) Grievance Management Guidance Note

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Employee Grievance Mechanism

A workers' grievance mechanism will be established for the employees of the Developer and his contractors as a separate system. The grievance mechanism should guarantee confidentiality. Workers will be given the possibility to lodge grievances both through workers representatives and unions and independently, personally, regardless of the matter of the complaint. Anonymous lodging will also be made possible (grievance boxes). The Grievance Procedure will be free, open and accessible to all and comments and grievances will be addressed in a fair and transparent manner. Information about the procedures, who to contact and how, will be made available as described above. In particular all workers will be informed of the Grievance Process and new workers will be informed when they join the Project. Information on Contact Points will be posted on staff information boards and on-site information boards.


The employee/worker grievance mechanism will allow employees to address workplace disputes or concerns in a fair, easily accessible and transparent manner. Although an employee grievance mechanism must be in accordance with the Human Resources (HR) policy, the following is a standardized procedure for employee grievance applicable to FRV MASRIK CJSC employees in addition to the operator and contractor employees.

The employee grievance mechanism must take into account the following:

- The employee must be aware of the responsible person that will be responsible to receive complaints. Details about the procedures should be clear and easily accessible in policies or employee handbooks.
- The employee has the right to keep the process of filing a grievance confidential and to appeal to a higher level of management if he or she is not satisfied with the initial findings.
- The employee has the right to express his or her grievance to workers organisations to protect their rights.

A brief procedure for filing a grievance is listed below and shall be used as a guidance throughout the project:

- When a concern or an action has occurred the employee/worker must file a written grievance to his or her supervisor within 5 working days.
- The direct manager has 5 working days to respond back. If the employee/worker was not satisfied with the supervisors' response, he/she can direct the grievance to the HR Department.
- The HR has 7 working days to respond back. If the employee/worker was not satisfied with the response and wishes to appeal, he or she can direct the grievance to higher level or management within 7 working days of receiving the HR's response.

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- If the employee was not satisfied with the response of top management, then he or she can approach the workers organization (that he or she belongs to) where applicable for further advice and assistance.
- If an employee is not satisfied with the final determination of the internal grievance procedure, the employee can still hire a lawyer and resolve the issue at court.

Contact Details and Reporting

Throughout the Project, all stakeholders can contact the Developer throughout the contact details provided below.

Contact Details for the Public

FRV Services Middle East DMCC

Jumeirah Business Center – 14th floor, Unit 1403-1404, Cluster G, Jumeirah Business Center 1, Jumeirah Lakes Towers P.O Box 392632, Dubai, United Arab Emirates,
Telephone: +971 4 375 4138
E-mail: cyril.perrotey@frv.com

Municipality of METS MASRIK

Location: City Hall, Mets Masrik, Armenia
Email: metsmasrik.gegharquniq@mta.gov.am
Tel: +374 26961283

In addition, the Developer intends to provide all relevant information to the public and which will include but not limited to the following:

1. Environmental and Social Impact Assessment (ESIA) (once available);
2. Stakeholder Engagement Plan (SEP) (once available);
3. Livelihood Restoration Plan (once available);
4. Non-Technical Summary (NTS);
5. Community Integration Plan (once available);
6. Annual Environmental Report (once available).

Hard copies of the above will be available at the following locations. These documents will remain in the public domain for the duration of the Project, and will be updated as appropriate:

1. Municipality of Mets Masrik
2. Village Administration of Pokr Masrik
3. Village Administration of Arpunk