

# LAND ACQUISITION AND RESETTLEMENT ACTION PLAN

**ODRA-VISTULA FLOOD MANAGEMENT PROJECT – LOAN NO. 8524 PL**

**Component 3:** Flood Protection of the Upper Vistula

**Subcomponent 3A:** Flood Protection of Upper Vistula towns and Kraków

**Contract for Works no. 3A.3:** Section 4 – The right embankment of the Vistula River from the estuary of Skawinka to the Kościuszko barrage

**FINAL VERSION**

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## LAND ACQUISITION AND RESETTLEMENT ACTION PLAN

**Component:** *3 – Flood Protection of the Upper Vistula*

**Subcomponent:** *3A – Flood Protection of Upper Vistula Towns and Kraków*

**Contract for Works:** *3A.3 – Section 4 - The right embankment of the Vistula River from the estuary of Skawinka to the Kościuszko barrage*

**Project Implementation Unit:**

**State Water Holding Polish Waters represented by  
Regional Water Management Authority in Cracow**

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OVFM PIO

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## 1 List of abbreviations used in the study

Are/ares	An unit of area. Used, among others, in agriculture, geodesy and forestry. 1 are is the area of the square with a side of 10 m. 1 are = 100 m <sup>2</sup>
ARMA	Agency for Restructuring and Modernization of Agriculture
AP	<i>Affected Population</i>
World Bank or WB	International Bank for Reconstruction and Development (IBRD)
PCU	Odra-Vistula Flood Management (OVFMP) Project Coordination Unit
CEB	Council of Europe Development Bank
ED	Decision on environmental conditions
EGiB	Register of land and buildings – a register containing data, which e.g. remain a basis for business planning, spatial planning, assessment of tax and benefits, marking of properties in a mortgage register, register of farms
GIS	Geographic Information System – a terrain information system consisting of a terrain database concerning a given area as well as procedures and techniques of systematic collection, updating and providing access to data.
CSO	Central Statistical Office of Poland
PIO	Project Implementation Office formed within the PIU, a separate organizational unit responsible for implementation of the Contract/Works Contract
PIU/Investor/Employer	PGW Polish Waters – Regional Water Management Authority in Cracow
Engineer	See <i>Consultant</i>
Consultant	The Consultant for PGW Polish Waters – Regional Water Management Authority in Cracow providing services under Contract no. 5.2 “Design and Construction Supervision for works, Project Management, Technical Assistance and Training, Technical Support for the Project and Strengthening of PIU’s Institutional Capacity”
Contract/Works Contract	WORKS CONTRACT 3A.3 Section 4 – The right embankment of the Vistula River from the estuary of Skawinka to the Kościuszko barrage
CC	The Law of April 23, 1964 – Civil Code (consolidated text: Journal of Laws of 2018, item 1025, as amended)
CAP	The Law of June 14, 1960 – Code of Administrative Procedure (consolidated text: Journal of Laws of 2018, item 2096, as amended)
LARPF	<i>Land Acquisition and Resettlement Policy Framework</i>
LA&RAP	<i>Land Acquisition &amp; Resettlement Action Plan</i>
MaxDL	Maximum damming level
LSDP	Local Spatial Development Plan
NBP	National Bank of Poland
NGO	<i>Nongovernmental Organization</i>
SAC	Supreme Administrative Court
OP 4.12	The symbol of a document containing the principles of conducting involuntary resettlement required for Contract co-financing with a World Bank loan: Operational Policy 4.12 – Involuntary Resettlement
EIA	Environmental Impact Assessment
PAP	<i>Project Affected Person(s)</i>
PGW WP RZGW in Cracow	State Water Holding Polish Waters – Regional Water Management Authority in Cracow
IPIP	Investment project implementation permit in the scope of flood protection facilities
POM	Project Operations Manual
Project / OVFMP	Odra-Vistula Flood Management Project
RDP	Rural Development Programme
Water Law	Act of July 20, 2017 – Water Law (OJ 2018, item no. 2268, as amended)
EMP	Environmental Management Plan
Valuer/expert	A natural person possessing state professional qualifications in the scope of real property valuation
RDOŚ	Regional Director for Environment Protection
FGA	Family garden allotments
Regulation on land register	Regulation of the Minister of Regional Development and Civil Engineering of March 29, 2001 on the register of land and buildings (OJ of 2019, item 393, as amended)

Regulation on evaluation	Regulation of the Council of Ministers of September 21, 2004 on the evaluation of properties and on the development of an estimate (OJ of 2004 no. 207, item 2109, as amended)
Special Flood Act	The Law of July 8, 2010 on specific terms of preparing for implementation of projects in the scope of flood protection facilities (consolidated text: Journal of Laws of 2019, item 933)
PR	Permanent restriction of the manner of using a real property
EU	European Union
LMA	The Law of August 21, 1997 on the land management acquisition (consolidated text: Journal of Laws of 2018, item 2204, as amended)
u.l.	The Act of September 28, 1991 on forests (uniformed text Journal of Laws of 2018, item 2129, as amended)
FGA Law	The Act of December 13, 2013 on Family Garden Allotments (Journal of Laws of 2017, item 2176)
RAC	Regional Administrative Court
Contractor	Unit implementing the Contract for Works (a company or a legal person executing Works Contract 3A.3)
CIRD	Decision on consent for implementation of a road development

## 2 Summary

The Works Contract shall be implemented by PGW WP RZGW in Cracow. A superior objective of the Contract is to protect life of people and assets against the effects of flood within the part of Cracow located on the right bank of Vistula river. The performance shall allow for complex flood protection for about 3,000 people and for the area of about 300 ha.

Prior to World Bank involvement, the government began acquiring land for flood protection works following local laws and EU regulations. Before the Works Contract was included under the Project, compensation was paid for 70 properties (63 properties of natural persons and legal persons, and 7 communal properties), and in case of 4 properties the compensation was paid into a court deposit. The amount of compensation was established by the Małopolski Governor – compensation decisions have been issued by the Małopolski Governor in the years 2016-2019 based upon the Special Flood Act. As the Works Contract has been included in the OVFMP (it was entered to the Procurement Plan published on the World Bank's website on April 16, 2019, as accepted on March 20, 2019), this Land Acquisition and Resettlement Action Plan was prepared.

The Works Contract shall be implemented by the PGW WP RZGW in Cracow. A supreme objective of the Contract is protection of human life and assets against the effect of floods at the right-bank part of the City of Cracow. Performance of the works shall allow for complex flood protection for about 3,000 people in the area of about 336.1 ha.

For the Contract titled "3A.3 Section 4 - The right embankment of the Vistula River from the estuary of Skawinka to the Kościuszko barrage" the Investor obtained a legal title to the properties.

In case of that Contract the Małopolski Governor issued Decision No. 06/2015 dated December 22, 2015, ref.: WI-IX.7840.1.8.2015 on the investment project implementation permit for the Works Contract titled: Extension of right-side embankments of the River Vistula from the estuary of Skawinka to the Kościuszko Barrage at chainage: from km 60+325 to km 61+662 over a length of 1.337 km (Task no. 1); from km 62+017 to km 63+183 over a length of 1.66 km (Task no. 2); and from km 63+779 to km 65+160 over a length of 1.381 km (Task no. 3), located within the area of the City of Cracow and localities of: Piekary and Kryspinów, Commune of Liszki, District of Cracow, Małopolskie Province. The decision became final on 01/28/2016.

The status of property acquisition for the Works Contract is as follows (as of 05/15/2019):

	Total no. hectares	Total no. plots	Public plots	%	Private plots (natural persons and legal persons)	%	Legal status unresolv ed	%	Physical resettlement	Economic resettlement
<b>Permanent acquisition</b>	14.6267	153	<sup>1</sup> 43	28.1	93	60.8	17	11.1	0	0
Permanent acquisition (compensation paid) *	10.6768	107 <sup>2</sup>	<sup>3</sup> 40	37.4	63	58.9	4	3.7	0	0
Permanent acquisition (compensation not paid)	3.9499	46	<sup>4</sup> 3	6.5	30	65.2	13	28.3	0	0
<b>Permanent restrictions in the use of properties</b>	0.0110	1	1	100	0	0	0	0	0	0
Permanent restrictions (compensation paid)	0	0	0	0	0	0	0	0	0	0

<sup>1</sup> 10 plots – Communal properties, 33 plots – State Treasury's properties.

<sup>2</sup> 7 plots – Communal properties, 33 plots – State Treasury's properties, 63 plots – properties of natural persons and legal persons, 4 plots – court deposit,

<sup>3</sup> 7 plots – Communal properties, 33 plots – State Treasury's properties.

<sup>4</sup> 3 plots – Communal properties.

	Total no. hectares	Total no. plots	Public plots	%	Private plots (natural persons and legal persons)	%	Legal status unresolv ed	%	Physical resettlement	Economic resettlement
Permanent restrictions (compensation not paid)**	0.0110	1	1	100	0	0	0	0	0	0

\* Acquisition of property began before commencement of disclosing the LA&RAP procedure to the public. Evaluations made correspond to methodology adopted in this document.

\*\* As of the date of drafting of the LA&RAP document, the value of compensation in connection with permanent restrictions has not been specified yet. The value of compensation will be established in accordance with the procedure set out in p. 8.3.

The purpose of this LA&RAP is to document the fact that process of acquisition of property for the implementation of the Contract occurred in accordance with requirements specified in OP 4.12, but also to assure retroactive application of the provisions of OP 4.12. Moving forward under World Bank funding (as International Financing Institution), the project will be in compliance with regards to all land acquired for this contract.

The area of performance of the works is 14.64 ha, covering 154 pieces of property, of which 153 are subject to permanent acquisition and one communal property is subject to permanent restriction in the use of properties.

92 plots covered by the Contract were owned by natural persons (140 persons), 1 plot was owned by a legal person, 33 plots remain the State Treasury's assets, 10 plots remain the Municipality of Cracow's assets, and one lot – owned by the Municipality of Cracow – is subject to permanent restriction in the use of properties. Furthermore, 17 plots have unresolved legal status (mainly related to unregulated ownership after the death of the rightful owners of these plots).

All plots within the splitting lines for the Contract area are located in the Małopolskie Province, in two counties – the City of Cracow (141 plots) – a city with county rights and the Cracow county (13 plots). According to statistics kept by CSO, the standard of living in these counties is relatively favourable as compared to other parts of Poland.

There are flood embankments located within the Contract area – these will be modernized and expanded. There are no buildings, structures and non-residential structures within the splitting lines for the Contract area. In case of most of private plots acquired on behalf of the State Treasury (93 plots), the area of permanent acquisition is from 1 to 20 ares (75 plots). There are 13 plots with an area of less than 1 are, and 5 plots with an area of more than 20 ares.

Implementation of the Works Contract requires purchase of land, but it shall not result in physical and economic resettlement of households. The acquired properties were not used for agriculture and the acquisition has negligible or no impact on the revenue of analysed households.

In the immediate vicinity of the Contract area there are three developed land properties, but the implementation of the Contract will not result in disturbances in the daily functioning of these households.

Owners and co-owners of the acquired properties, who are entitled to compensation due to acquisition of ground properties by the State Treasury, were identified on the stage of socio-economic survey.

**Since there are no physical and economic resettlements**, performance of the works has no impact on restricting access of owners of plots acquired by the State Treasury to service, cultural and historical objects.

### 3 Key definitions

This document uses the following key definitions:

**Real property price** – an amount negotiated with the property owner to its benefit for a respective property or any part thereof, based on the value of the said property estimated by an authorised property appraiser. Property price compensation will be no less than cost to replace lost asset without depreciation of asset due to age, condition, or any other factor relating to asset.

**Cut-off date** – a date when an inventory of assets and a register of project affected persons were completed. Persons living in the area, where the Project shall be implemented, do not have a right to compensation or any other form of support after the cut-off date. Similarly, the compensation shall not be paid for fixed assets (such as buildings, plants, fruit trees, and woodlots) after the completion date for the inventory or – alternatively – after the agreed date.

**Economic relocation** – loss of over 20% of arable land in case the income of Project Affected Person (PAP) bases upon farming mainly.

**Physical relocation** – loss of living place or such commercial objects as shops or workshops, or objects necessary to generate income.

**Groups requiring special assistance** – people whose sex, belonging to an ethnic group, age, being physically or mentally handicapped, difficult financial situation or difficult social position makes them more exposed to negative effects of resettlement than other groups and who may have a limited possibility of submitting claims, receiving resettlement assistance or participating in the benefits related to the Works Contract.

**Resettlement cost** – the extent of compensation for lost goods/properties covering a replacement value of such goods/properties as well as the cost of resettlement and associated resettlement activities.

**Land property, land** – part of earth surface, which forms a separate property. Land is a type of property and an asset as given in the Civil Code. The land property shall be deemed as land with components, except for buildings and premises, if they form a separate property.

Substitute terms used in the LA&RAP: **land – property – plot – ground**, depending on the context the terms are applied in accordance with the following legal acts:

- CC – land, property;
- RPM Law – property, ground plot;
- Regulation on land register – land, register plot (short version applied in the LA&RAP: plot); and
- Operational Policy 4.12 – land.

**Compensation** – paid in money or in the form of a property which is a replacement for the properties and assets acquired or affected by the Works Contract. Such compensation is paid out at the time when the respective property must be released by the owner to the PGW WP RZGW in Cracow. Pursuant to Polish law, compensation can be paid out from the time when expropriation decision (here: IPIP), as a rule, becomes final and in all the cases – prior to the acquisition of such property or its occupation for construction purpose.

**OP 4.12 Involuntary Resettlement** — an operational policy containing the main principles and procedures which constitute the basis for the IBRD to commence involuntary resettlement related to Works Contract.

**Project Affected Person (PAP)** – every person who, as a result of Project implementation, loses the right of ownership or other benefits related to the owned inhabited (residential, agricultural or breeding) infrastructure; annual or perennial yield and produce or other related or movable assets – in whole or in part, permanently or temporarily. PAPs may also include local commune members, or other people, also affected by project activities.

**Natural person** – legal term defining a person in the civil law from the moment of birth until death.

**Legal person** – the State Treasury and organizational units with a legal entity attributed by the particular provisions remain legal persons.



**Income** – any money received i.e. pensions, job salaries, etc. as well as property increment obtained as a result of business activities or agricultural activities from the real estate, including the sale of such real estate.

**Involuntary resettlement** – a resettlement is involuntary when it is carried out without the consent of a person(s) being resettled (against their will) or as a result of expressing such consent involuntarily (without a possibility of expressing its objections towards resettlement), e.g. through expropriation.

**Land Acquisition and Resettlement Policy Framework (LARPF)** – a document approved by the World Bank, on the basis of which this Land Acquisition and Resettlement Action Plan is being developed. Based on the LARPF, a formal Contract framework for land acquisition was defined.

All land acquisition activities, both permanent and temporary acquisition, will be implemented in accordance with the procedures set out in Polish law, Bank's operating policy OP 4.12 and LARPF.

**Replacement value** – Compensation for the loss of assets is based on their replacement / market value plus any transaction costs (e.g. taxes and registration fees) and the objective is for the compensation to be enough to effectively replace the affected asset (replacement value). Replacement value is an amount needed to replace lost assets without depreciation of asset for reasons of age, condition, or other factor associated with assets.

**Expropriation** – consists in depriving a person/persons of their property right in the designated real property or limiting that right under an individual legal act.

**Purchase/voluntary sale** – acquisition of the rights to the property from its owner / possessor for a mutually agreed price in a situation where such an owner has the right to refuse such a transaction (i.e. willing purchaser / willing seller). In the event of an expropriation, such a purchase is not deemed voluntary).

**Real estate assets (according to the LMA)** - public properties sanctioned by the legislator in Article 20 of the LMA. Assets have been divided according to the ownership. State Treasury properties (Art. 21 and 21a of the LMA) and assets of different types of local government units - Commune (Art. 24 of the LMA), District (Art. 25a of LMA) and Province (Art. 25c of the LMA) have been distinguished. The provision of Art. 20 of the LMA does not apply to real estate assets of the owners other than those mentioned herewith.

## 4 Introduction

The most urgent flood protection tasks within selected areas of the Odra and Vistula River Basins were expected for implementation under the Odra-Vistula Flood Management Project.

3 Investment Components were considered under the Project, and they cover actions associated with improvement of flood protection in the area of the: Middle and Lower Odra River (Component 1), Kotlina Kłodzka – mountainous and highland parts of the Nysa Kłodzka catchment (Component 2), and Upper Vistula (Component 3).

Component 1 covers various actions implemented within an extensive section of Odra over a total length of about 440 km (so-called free-flow Odra).

All of the necessary works have been divided within that area into three Subcomponents:

- 1A – Flood protection of areas in Zachodniopomorskie Province,
- 1B – Protection of the Middle and Lower Odra,
- 1C – Flood Protection of Ślubice City.

Component 2 of the Project shall be implemented within the Kotlina Kłodzka, which covers mountainous and highland sections of the Nysa Kłodzka River Basin. 2 Subcomponents shall be implemented under Component 2, i.e.:

- 2A – Active Protection (includes construction of four dry flood storage reservoirs),
- 2B – Passive Protection (includes flood protection for the areas located along four main rivers of Kotlina Kłodzka).

The objective of Component 3 – Flood Protection of the Upper Vistula – is implementation of measures to limit the hazard associated with flood risk within the selected areas under successive improvements to flood safety within the Upper Vistula River Basin.

Component 3 is divided into the following Subcomponents:

- Subcomponent 3A – Protection of Upper Vistula Towns and Cracow,
- Subcomponent 3B – Protection of Sandomierz and Tarnobrzeg,
- Subcomponent 3C – Passive and Active Protection in Raba Sub-basin,
- Subcomponent 3D – Passive and Active Protection in San Basin.

Two other Components shall be implemented under the Project, but they do not contain construction works associated with investment actions nor cause involuntary land acquisition, i.e.:

Component 4 Institutional Strengthening and Enhanced Forecasting,

Component 5 Project Management and Studies.

Land Acquisition and Resettlement Action Plan (LA&RAP) is presented in this paper for Contract titled “3A.3 Section 4 - The right embankment of the Vistula River from the estuary of Skawinka to the Kościuszko barrage” implemented under Subcomponent 3A – Protection of Upper Vistula Towns and Cracow as one of the investment elements under the Odra-Vistula Flood Management Project (OVFMP).

The OVFMP Project is implemented using financial resources provided by international financing institutions, including the International Bank for Reconstruction and Development (World Bank) (Loan Agreement no. 8524 PL dated September 10, 2015), Council of Europe Development Bank (CEB) (Framework Loan Agreement No. LD 1866 dated May 24, 2016), European Union Cohesion Fund (IEOP 2014 – 2020), and the State Budget.

The objective of the OVFMP Project is to protect people living within selected areas of the Odra River Basin and of the Upper Vistula River Basin against floods and to improve institutional ability of public administration to be more efficient in limiting effects of floods. Flood management infrastructure shall be developed as a result of Project implementation, along with related technical measures within three separate areas of Poland: (i) Middle and Lower Odra River Basin; (ii) Kotlina Kłodzka (Nysa Kłodzka River Basin); and (iii) Upper Vistula River Basin.

In terms of acquiring the properties, formal frames of the Project are determined in the Resettlement Policy Framework available at:

[http://odrapcu.pl/doc/OVFMP/Resettlement\\_Policy\\_Framework.pdf](http://odrapcu.pl/doc/OVFMP/Resettlement_Policy_Framework.pdf)

Hard copy of can be obtained through request or viewed at:

- Local PIU office located at: PGW WP RZGW in Cracow, 22 Marszałki Józefa Piłsudskiego Street, 31-109 Cracow
- PCU office located at: PCU OVFP 9 Jaworowa Street, 53-123 Wrocław

The performance area covers 154 properties, of which 153 are subject to permanent acquisition and one communal property is subject to permanent restriction in the use. 33 plots were owned by the State Treasury and 120 became property of the State Treasury from the day the IPIP decision was determined as final.

There are no structures at expropriated properties.

According to the status valid for 15 May 2019, the Małopolski Governor issued compensation decisions for 81 properties of private owners, and compensation was paid to 70 owners (63 natural persons and legal persons, and 7 communal properties), and in case of 4 properties compensation was paid to the court deposit, i.e. through application of a special procedure discussed under Clause 8.2.3. For 6 properties the payment of compensation is in progress. In case of 1 property the Owner appealed to the RAC against the decision establishing the compensation value.

Compensation value is currently being established for the remaining properties through a decision of the Małopolski Governor, and following payments of compensation shall be done based upon the discussed decisions. In case of 7 properties the Małopolski Governor did not establish the compensation amount due to the fact that it is not possible to identify people, who would have an ownership title to the aforementioned plots, and it is not possible to identify units entitled to compensation. In those cases the compensation proceeding has been discontinued. For that purpose the Consultant expects to implement measures discussed under Subclause 8.2.3.

The IPIP decision obtained forms a basis for ordering the legal status for properties located underneath the flood embankments through making entries in the mortgage register and in the properties cadaster. After the issuance of the IPIP decision, entries in the mortgage register and in the properties cadaster would reveal a new land owner for grounds located within the splitting lines for the Contract area, i.e. the State Treasury.

In the case of properties with unresolved legal status, the compensation will be transferred to a court deposit and will be duly paid to heirs from the court deposit after their legal status has been resolved.

This LA&RAP is to document the process of obtaining land and to assess whether it meets the requirements under OP 4.12 or are there any gaps, which should be filled.

## **4.1 DESCRIPTION OF THE CONTRACT**

The Works Contract under this LA&RAP shall be implemented under the Odra-Vistula Flood Management Project as Contract 3A.3 Section 4 – The right embankment of the Vistula River from the estuary of Skawinka to the Kościuszko barrage.

The Contract has been broken down into 3 sections (Task no. 1, Task no. 2, and Task no. 3), in accordance with the chainage listed below. The total length of tasks to be extended is 3 884 m.

The planned works contain the extension including raising and widening of the embankment body within three tasks:

- Task no. 1 km 60+325 to km 61+662 (embankment's register chainage) of the right embankment of the Vistula River over a length of 1337 m, km 59+735 – 62+000 (river chainage);
- Task no. 2 km 62+017 to km 63+183 (embankment's register chainage) of the right embankment of the Vistula River over a length of 1166 m, km 63+080 – 63 865 (river chainage);
- Task no. 3 km 63+779 to km 65+160 (embankment's register chainage) of the right embankment of the Vistula River over a length of 1381 m, km 64+211 – 66+300 (river chainage).

Furthermore, within the framework of the designed Works Contract it is planned to redevelop/extend or construct embankment objects, anti-filtration shields, and land development network colliding with the embankment object.

The supreme purpose of the Contract is to protect human lives and assets against the effects of floods at the right-bank part of Cracow – district of Podgórze, and at localities of Kryspinów and Piekary, Commune of Liszki, as the Works Contract is an addition to the works performed in previous years for the expansion of Vistula embankments, and it would allow for the complex flood protection for that area. Additionally, the current technical condition of embankments does not meet parameters required for Class I hydraulic structures, e.g. due to insufficient density, height, and width of the embankment.

The designed extension of the embankment is also related to the construction of service roads and to the extension of embankment crossings, which – in case of a flood threat – would assure the access to the Vistula embankment for emergency services, and would facilitate the emergency actions and also assure the access to the moto-pumps allowing for emergency pumping.

Implementation of the Contract shall protect the total area of over 336.1 ha. The Contract comprises expansion of the right embankment of the River Vistula from the estuary of Skawinka to the Kościuszko Barrage over a total length of 3.844 km. The embankment body shall be raised and extended within 3 tasks indicated above. The embankment body shall be extended as an earth-fill embankment, and the embankment crest at chainage km 63+153 to km 63+183 (embankment's register chainage) shall be raised through the development of reinforced-concrete wall over a length of 30 m.

The Project Implementation Unit (PIU) for the Contract is PGW Polish Waters – Regional Water Management Authority in Cracow.

#### **4.1.1 Actions requiring the purchase of land**

Within the activities that require acquisition of land it is planned to raise and extend the embankment body and also to develop: embankment shelves beyond the embankment and within the embanked area (mostly passable), technological and service roads within the embanked area, as well as technological lanes beyond the embankment and within the embanked area. It is also expected to construct entry roads, descend roads, and to extend the embankment crossings, and to develop a road culvert and a maneuvering site on the embankment crest. Roads on the embankment crest, at embankment crossings and descends, as well as technological roads on embankment shelves shall be hardened with breakstone or with asphalt. The existing embankment culverts shall be extended, and a new embankment culvert shall be developed instead of the existing one. In the area of culverts slope stairs shall be constructed, and amelioration ditches shall be redeveloped. Demolition works shall be done to the following: existing descend road to the embanked area, existing embankment culvert, existing slope stairs, and embankment objects, which are to be expanded. Anti-filtration membrane shall be developed in the embankment's subbase, at its riverside foot, and a sectional anti-filtration membrane shall be constructed in the embankment crest. The embankment body shall be locally protected through sealing with bentomat. Earthworks shall be done to grade the land on the embanked area's side, and locally – beyond the embankment.

#### **4.1.2 Actions not requiring the purchase of land**

As part of activities that do not require purchase of land, a fragment of a public road strip (plot 4/2 located in the cadastral unit Podgórze, within the boundaries of area 77, remaining the property of the Municipality of Cracow) will be functionally connected with the hydrotechnical facility. The owner, due to the permanent restriction in the use of property imposed on its part, will not be able to change its parameters adjusted to flood protection requirements.

### **4.2 CONTRACT IMPLEMENTATION AREA**

The planned Works Contract is located in Poland, in Małopolskie Province, within the area of the City of Cracow (Municipality of Cracow) and localities of Piekary and Kryspinów (Commune of Liszki), Cracow District.

The Contract has been divided into three sections:

#### **Task no. 1: right embankment of the River Vistula at chainage km 60+325 to km 61+662 (registered embankment chainage):**

Beginning of the right embankment of the River Vistula (km 60+325) connects with the right-side embankment of the River Skawinka, whereas the end of the subject section of embankment (km

61+662) reaches the high bank (Grodzisko Mountain 279.9 m a.s.l.). The embankment runs in parallel with the River Vistula from south to north. Administration-wise the embankment is located within the City of Cracow (Municipality of Cracow).

**Task no. 2: right embankment of the River Vistula at chainage km 62+017 to km 63+183 (registered embankment chainage):**

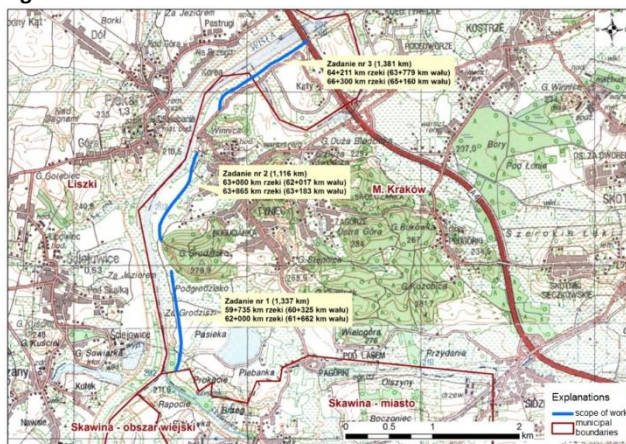
Beginning of the right embankment of the River Vistula (km 62+017) joins the high bank (Grodzisko Mountain), whereas the end of the subject section of embankment (km 63+183) reaches a hill, where Saint Benedict Abbey in Tyniec is located. The embankment runs in parallel with the River Vistula from south to north-east. Administration-wise the embankment is located within the City of Cracow (Municipality of Cracow).

**Task no. 3: right embankment of the River Vistula at chainage km 63+779 to km 65+160 (registered embankment chainage):**

Beginning of the right embankment of the River Vistula (km 63+779) joins the area existing about 54 m behind the road embankment – Promowa Street (it reaches a road parallel to Promowa Street), whereas the end of the subject section of embankment (km 65+160) reaches the road embankment of A4 motorway (at the Kościuszko Water Barrage). The embankment runs in parallel with the River Vistula from south-west to north-east. Administration-wise the embankment is located within the City of Cracow (Municipality of Cracow) and localities of Piekary and Kryspinów (Commune of Liszki).

Location of the Works Contract is presented on a drawing given below (Figure 1).

**Figure 1 Location of the Works Contract**



Source: own materials

The area of Works Contract is composed of agricultural and meadow land with greenery plots (shrubs and groups of shrubs). At the moment (according to extracts from EGiB) the following are located there: permanent pastures (PsIII, PsIV, PsV), wooded and shrubbed lands (LzIV), modest forests (LsIV), arable lands (RII, RIIfa, RIIfb, RIVa), permanent meadows (ŁIII, ŁIV, ŁV), and various areas (Tr) and lands underneath ponds (WsrIV), roads (dr), ditches (W), and wasteland (N).

#### **4.2.1 Local Spatial Development Plans**

The analyzed Works Contract is partially located within the area of Local Spatial Development Plan for Tyniec-Estate adopted with Resolution of the Cracow City Council of December 19, 2012, ref. no.: LXIII/898/12. The following purpose for land was determined in the LSDP within the boundaries of the subject Works Contract's location:

**Task no. 1: right embankment of the River Vistula at chainage km 60+325 to km 61+662 (registered embankment chainage):**

Part of the Works Contract is located in the area of land marked as ZL – forests. Ban of development not connected with forest management and ban to construct fences are valid within that area. There are no local plans for the remaining areas.

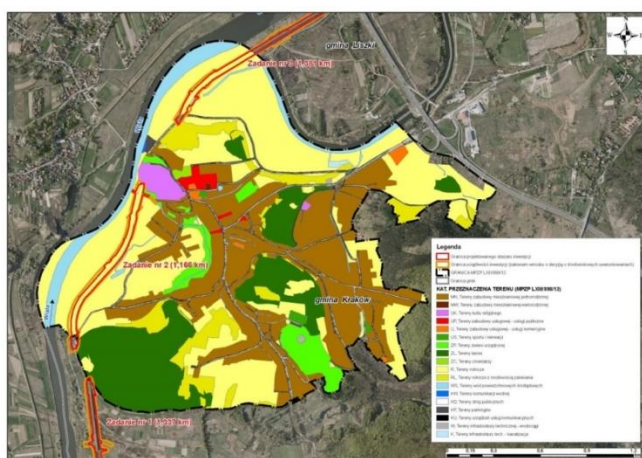
**Task no. 2: right embankment of the River Vistula at chainage km 62+017 to km 63+183 (registered embankment chainage):**

It is entirely located within the area of the aforementioned plan. The following purpose for land was determined in the LSDP within the boundaries of the subject Works Contract's location: R1, R2 – agricultural areas; WS – areas of in-land surface water; KDW – areas of internal roads. Additionally, the analyzed Works Contract borders in the scope of Task no. 2 with UK1 – religious practice site; ZP2 – developed green areas, where development is banned, including construction of temporary objects, construction of fences, and where planting of high green plants is banned, except for a line of high green plants along water-courses; and ZL – forests, with a ban of development not connected with forest management and a ban to construct fences.

**Task no. 3: right embankment of the River Vistula at chainage km 63+779 to km 65+160 (registered embankment chainage):**

Part of the subject Task is located within the area of the aforementioned plan, and in case of the remaining land in the area of Kały there are no local plans. In accordance with the LSDP the basic purpose of land in the area, where this Works Contract is located, is as follows: R1 – agricultural land; KDL – area of public roads; and RL – agricultural land with possible afforestation – development is banned, including construction of temporary objects, within that area.

**Figure 2 Location of the Works Contract in the view of LSDP**



Source: own materials

The IPIP decision obtained is equivalent to obtaining a planning decision or a decision to determine the location of a public purpose investment within the meaning of planning and spatial planning regulations.

### 4.3 ISSUED ADMINISTRATIVE DECISIONS

- Decision of the Regional Director for Environmental Protection in Cracow of May 20, 2015 on the environmental conditions for the Works Contract titled “Extension project for flood embankments of the River Vistula in Cracow: Section 4 – The right embankment of the Vistula River from the estuary of Skawinka to the Kościuszko barrage”, ref. no.: OO.4233.8.2014.BM.
- Decision of the Podkarpackie Province Marshal of July 7, 2015, ref. no.: OS.II.7322.29.2015.RD, on the provision of Małopolski Board of Amelioration and Hydraulic Structures with water-law consent for the development of water facilities – extension of flood embankments for the Contract titled “Extension of flood embankments of the River Vistula in Cracow: Section 4 – The right embankment of the Vistula River from the estuary of Skawinka to the Kościuszko barrage”.
- Decision no. 06/2015 of the Małopolski Governor of December 22, 2015, ref. no.: WI-IX.7840.1.8.2015, on the development consent for the Works Contract titled: “Extension of right-side embankments of the River Vistula from the estuary of Skawinka to the Kościuszko Barrage” at chainage: from km 60+325 to km 61+662 over a length of 1.337 km (Task no. 1); from km 62+017 to km 63+183 over a length of 1.66 km (Task no. 2); and from km 63+779 to km 65+160 over a length of 1.381 km (Task no. 3), located within the area of the City of Cracow and localities of: Piekary and Kryspinów, Commune of Liszki, District of Cracow, Małopolskie Province.



All of the aforementioned decisions have been issued for the previous Investor, i.e. Małopolski Marshal, in the name and on behalf of which the Małopolski Board of Amelioration and Hydraulic Structures in Cracow acted. From January 1, 2018, based upon the Act of July 20, 2017 Water Law, State Water Holding Polish Waters – Regional Water Management Authority in Cracow overtook rights and liabilities associated with implementation of the Works Contract in question.

#### **4.4 LEGAL CHANGES**

The act of July 20, 2017 Water Law came into force on January 1, 2018, and it modified e.g. the previous structure of units, and water management rules. New provisions were enacted mainly to fully implement the Water Framework Directive into the Polish legislation. State Water Holding Polish Waters, which shall completely manage widely understood issues associated with water resources of Poland, was created to replace the previous governmental administration structures, which were formed by the National Water Management Authority and subordinate regional water management authorities remaining territorial units, and by Provincial Boards of Amelioration and Hydraulic Structures placed within the local authorities' structure.

The Polish Waters comprise the following organizational units: National Water Management Authority with its office in Warsaw, regional water management authorities, catchment boards, and water supervision units. Determined competences and tasks have been assigned to those organizational units and to units separated within the structure of PGW WP. The PIO, which acted within the Małopolski Board of Amelioration and Hydraulic Structures in Cracow until 12/31/2017, is currently located within the structure of the Regional Water Management Authority in Cracow.

The legislator regulated in Article 536 of the Act of July 20, 2017 Water Law issues related to transferring the rights and liabilities under agreements and decisions associated with contracts to be implemented on public waters owned by the State Treasury and with basic amelioration facilities priorly developed by regional water management authorities, provinces, province marshals or proper provincial organizational units, to the Polish Waters.

In case of the properties owned by the State Treasury, based upon Article 528 (1) item 2 and item 3, and (2) of the Water Law Act of July 20, 2017 (OJ 2018, item no. 2268, as amended), which entered into force on January 1, 2018, the Investor shall relevantly update mortgage registers and the land register. The Investor shall – based upon Article 531 (2) of the aforementioned Water Law Act – apply to relevant units for expiry of permanent management.

Tasks described under this LA&RAP were implemented until 12/31/2017 by the Małopolski Board of Amelioration and Hydraulic Structures in Cracow, and from 01/01/2018 they shall be implemented by PGW WP RZGW in Cracow, within the structure of which the PIO operates. The legal changes described above do not affect existing provisions concerning the acquisition of real properties, determining the form and amount of compensation and payment of compensation. Acquisition of real estate is based on the provisions of the Flood Prevention Act and the Act on Property Management.

Instruments correcting inconsistencies between OP4.12 and the Polish law are described in detail in chapter 8.3 Adopted mechanisms for acquiring rights to real estate.

## 5 Primary principles adopted in the LA&RAP

This LA&RAP is to document the process of obtaining land and to assess if it meets the requirements under OP 4.12, or are there any gaps, which need to be filled.

In accordance with the World Bank policy, unless necessary mitigating and preventive measures are planned and implemented, real property acquisition may create and strengthen social inequalities, cause social exclusion and result in permanent environmental damage. Therefore, the principles below have to be followed in the design and implementation of the land acquisition and resettlement process:

1. Permanent real property acquisition shall be minimized or avoided where possible. Where permanent acquisition is unavoidable, one shall follow the procedures and requirements outlined in this LA&RAP which concern mitigating the impact of real property acquisition on the affected parties.
2. The expropriation procedures shall improve the people's living conditions, and shall at least restore them to the level present prior to implementation of the contract.
3. All Project Affected Persons shall participate in social consultations on equal terms and the needs of particularly vulnerable groups shall be taken into account. They shall also be offered a possibility of participation in the Contract development process and access to grievance redress mechanisms.
4. Project Affected Persons have access to honest, fair and inexpensive proceedings of their appeal to an independent authority or court without intentional delay if enforced.
5. All cases of real property acquisition, either permanent or temporary, shall undergo procedures based on Polish law and OP 4.12. LA&RAP is in compliance with LARPF (see: [http://odrapcu.pl/doc/OVFMP/Resettlement\\_Policy\\_Framework.pdf](http://odrapcu.pl/doc/OVFMP/Resettlement_Policy_Framework.pdf)).
6. The LA&RAP is related to permanent or temporary acquisition of real properties, and also to permanent or temporary restriction of use of the properties, especially resulting in the loss (temporary or full) of income sources or in deterioration of life standards.
7. The implementation of the LA&RAP shall be monitored and reported and, after its completion, evaluated by the World Bank.
8. The process of social participation as well as protective and mitigating measures shall be carried out in accordance with the necessity of fair treatment regardless of age, ethnic origins, sex or disability of Project Affected Persons. Particular attention shall be paid to the households with members/member belonging to particularly vulnerable groups.
9. The LA&RAP is an integral part of the Works Contract. All costs connected with the necessity of planning and implementing the compensation measures shall be included in the budget as well as the benefits of the Contract.
10. Compensation for Project Affected Persons on whom the Contract has an economic impact shall be paid prior to starting the construction works on the real property undergoing expropriation.
11. Within the framework of compensation measures, in accordance with World Bank policies, priority shall be the "land-for-land" compensation through allocation of properties with an equivalent productive potential and location.

Payment of cash compensation for lost assets may be appropriate where livelihoods are land-based but the land acquired for the Contract constitutes a small fraction<sup>5</sup> of the affected asset and the remainder is economically viable or livelihoods are not land-based. Cash compensation levels should be sufficient to replace the lost land and other assets at full replacement cost on local markets.

Cash compensation will also apply wherever persons economically affected by the effects of the Project are willing to receive cash compensation and where there is no appropriate replacement property.

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<sup>5</sup> As a general principle, it may be applied if the land acquired constitutes less than 20% of the total productive area.



Socio-economic studies done show that acquisition has insignificant or negligible impact on revenue of households of owners of the acquired properties.

Project Affected Persons mostly informed a will of receiving cash compensation, due to small area of acquired properties, lack of their agricultural and non-agricultural use or lack of impact on income of households.

Other Project Affected Persons, who initially preferred “land for land” compensation, finally agreed for cash compensation, due to the absence of substitute properties having small area and placed in a close distance.

12. The Contractor shall obtain the land for temporary acquisition on its own, and – while negotiating the temporary acquisition conditions for the properties – it shall observe the rules determined under this LA&RAP (the process will be monitored by the PIU and by the Consultant and shall be performed on a voluntary basis and in accordance with rules specified in the agreement concluded between the property owner and the Contractor for works) (template of an agreement - Appendix no. 8).
13. The Contractor shall agree and provide the Investor with information related to all agreements concluded for temporary acquisition. Temporary acquisition of properties for implementation of the Contract is possible only with voluntary consent of the property owner. Prior to the temporary acquisition of the property, the Contractor shall perform a detailed inventory and shall develop photo documentation for the aforementioned property.
14. In accordance with the contract, after completion of the works, temporarily acquired real properties shall be restored to their original state and they shall be returned in a good condition so as to enable their owners or users to use them in the same manner as before Contract implementation.
15. Permanent restrictions in the use of the properties, as indicated in the IPIP decision, will, as a rule, be compensated in cash. The amount of compensation will take into account the loss of market value of the property.
16. All PAP, without regard to the legal title to the real property, shall receive support of various types, as per the principles set out in the Matrix of Compensation Measures included in this LA&RAP. Lack of a legal title to the real property should not be a bar to receiving compensation and/or a different type of support. Detailed principles of real property acquisition, social participation and mitigating, protective, preventive and compensation measures shall be established in this LA&RAP.

The LA&RAP shall be updated as necessary when the Works Contract progresses and new factual or legal circumstances emerge.

The ex-post evaluation will be conducted six months after the LA&RAP is fully implemented and its objectives will be assessed and it shall provide documented evidence that directly impacted PAPs have successfully established a standard of living equal to, or better than, pre-contract levels.

## **6 Impact mitigation**

### **6.1 SOCIAL IMPACT**

Under OP 4.12, social impact related to expropriation includes all direct economic and social losses stemming from real property expropriation as well as from permanent restriction of the former manner of use or of the access to the real property. Thus, the primary criterion of assessing the significance of social impact shall be the percentage ratio of the entire real property to its expropriated part. One shall also take into account the data obtained during a socio-economic survey.

The following criteria compliant with OP 4.12 were adopted to assess the social impact for the purposes of this LA&RAP:

- secondary impact: for farms, this is an impact exerted by an acquisition of less than 10% of the household production area or resources, without physical relocation. For other real properties, such impact is exerted by a loss of less than 20% of the land or resources, without physical relocation;
- significant impact: for farms, this is an impact exerted by a loss of more than 10% of the household production area or resources, or by a real property division line running in a manner preventing agricultural/orchard production on that real property. For wastelands and non-agricultural real properties, such impact is exerted by a loss of more than 20% of the land.

For the introduction of the division into significant and secondary impact, the value of 10% was adopted, in accordance with the World Bank Operational Policy, because for some inhabitants running agricultural farms the loss of 10% and more of the farm's production area shall result in some restriction of income from agricultural fields; it shall not, however, exert substantial impact on economic profitability of the farm due to the area structure of the farm.

Simultaneously, local specificity of the location of expropriated real properties should be taken into consideration.

#### **6.1.1 Occurrence of significant impact**

In case of areas being the property of the Municipality and the State Treasury, the impact was considered insignificant as acquisition of real properties from that entity does not exert significant impact on its standing and functioning.

For the planned Contract, there occurs no impact connected with the necessity of making physical relocation of households or farms.

In case of the planned Works Contract there is no significant impact on PAP. There are no physical and economic resettlements. In all of the cases it was identified that impact associated with implementation of the Contract shall be insignificant.

PAP stated positive opinions on implementation of the Works Contract, which would increase flood safety in the area of Cracow.

Among the main issues, which were informed by interviewees during the research, were the following: issues relates to the remnants and to compensation for expropriated properties. The PAPs have been informed about the rules developed under the LA&RAP for “the remnants”, and about a method of establishing the compensation amount for the properties acquired.

Impact on individual households was described in the Appendix no. 2 Table - list of real property owners and impacts.

### **6.2 MITIGATING MEASURES**

1. The design works are carried out in such a way as to minimize the number of plots necessary to acquire.
2. Due to formal and legal reasons, within 2 months from the day IPIP becomes final the value of compensation has not been established for properties taken over on behalf of the State Treasury. Therefore, the amount of compensation is currently being determined in a decision of the Małopolski Governor based upon appraisal reports prepared by independent valuers. Reports

developed reliably, objectively and independently provide a basis for establishing the compensation value.

The former owner is entitled to appeal the Governor's decision setting out the amount of compensation. In such situations the PAP may file a request to receive the undisputed part of the compensation set out in the Governor's decision and payment of the amount has no impact on the appeal process.

Some owners of the acquired properties have already received cash compensation. In case of other owners the compensation amount is currently being established through a Decision, based upon which further compensation payments shall be done.

The former owner receives a price for the real property corresponding to the actual damage and therefore the negative impact of the real property ownership loss on their financial standing shall be mitigated.

3. Any cost associated with implementation of measures mitigating and compensating adverse impact are included in the Project cost.
4. Every expropriated person shall be entitled to use the land free of charge in the former manner till the moment of receiving the compensation or (if no agreement was reached on the amount of compensation) its undisputed part.
5. PAP shall be notified by the Investor about the commencement of works in advance, which shall allow them to end their management of the real property – no later than 30 days in advance. The Investor may consent to extend the deadline if such a change will not conflict the Schedule for the performance of the works.
6. In the case of plots on which agricultural activity is performed, the property shall be released after the period of harvest of the current crops in the given growing year for the crop. If the crops are not harvested, a cash equivalent will be paid.
7. For the duration of works execution, the Works Contract supervision in agreement with the infrastructure owners' network shall be ensured. The network owners shall be informed by the Contractor of works about the date of works commencement in advance.
8. Prior to the commencement of works, the Investor shall carry out an extensive information campaign about the planned implementation of the Contract and the opening of an information center for Contract Affected Persons, where they can file their requests and comments as regards the executed construction works and planned seizures. An information leaflet, containing information on the possibility of submitting complaints (in accordance with LA&RAP provisions) and on Contact data, shall be prepared and sent to all Contract Affected Persons. Within the information campaign, PAP shall also be informed about the possibility of applying for purchase of the remaining part of the real property, i.e. the so called "remnant", if the remaining part is not fit for use for its former purposes after real property division and acquisition of its part for the Contract implementation (under art. 23 par. 2 of the Special Flood Act). During the socio-economic research the owners, who were interested in purchasing a part of properties left after expropriation, were informed about a procedure for the purchase of "remnants", as described under this LA&RAP in Clause 8.2.4.

Where parts of properties left after the expropriation would not allow for use for previous aims in accordance with the purpose of properties (so-called "remnants"), the Investor – after completing an analysis in that scope – shall purchase those properties through a civil law agreement, in accordance with a procedure described under this LA&RAP. Payment of compensation due to the purchase of "remnants" shall be done based upon a civil-law agreement with the owner of the property.

9. Due to implementation of the Contract it may be necessary for the Contractor to temporarily acquire real properties for the purpose of its implementation (acquisition for construction backyard and for storage of soil and other construction materials). The scope and target locations of temporary acquisition shall be determined after selection of the Contractor. The

Contractor – while negotiating the conditions for temporary acquisition of properties – shall observe the rules determined under this LA&RAP (the process shall be voluntary) (template of an agreement - Appendix no. 8).

10. The construction facilities will be located in a way that will have the least possible impact on the quality of life of the residents, if possible within the splitting lines of the Contract area. Additional areas considered as working areas which are located outside the construction site will require agreement with the Investor.
11. The Contractor shall agree with the Investor on information and shall provide the Investor with information related to any agreements concluded for temporary acquisition. Prior to the temporary acquisition of the property, the Contractor shall perform a detailed inventory and shall develop photo documentation for the aforementioned property.
12. Temporary acquisition of properties for the purpose of Contract implementation is possible only based upon a voluntary consent of the property owner and based upon the rules determined in the agreement between the property owner and the Contractor of works (template of an agreement - Appendix no. 8).
13. The properties to be temporarily acquired shall be restored to their original condition after completion of the works and returned in a good condition in order to allow their owners or holders to use those properties in a way they did prior to implementation of the Works Contract or in accordance with a statement of agreement.
14. Previous access to all land properties formed after splitting shall not be deteriorated during the works associated with the extension of flood embankments.
15. The Investor shall provide PAPs with relevant information and clarifications in terms of purchasing the “remnants”.
16. Washing stations for wheels of trucks and wheels of machines leaving the construction site shall be developed at the exit from the construction site. The Contractor of works is obliged to remove pollutions formed on roads due to the traffic of vehicles and machines connected with the construction process cyclically. It would allow for reducing the impact on road infrastructure.
17. A wider description of measures mitigating and minimizing adverse impact, including ones referring to valuable environmental resources, is given in the document titled: “Environmental Management Plan for Works Contract 3A.3 Section 4 – The right embankment of the Vistula River from the estuary of Skawinka to the Kościuszko barrage”.

## 7 The socio-economic survey

### 7.1 SOURCES AND METHODOLOGY

The socio-economic survey was conducted by the legal, properties and procurement team located in the structure of the Consultant responsible for developing this LA&RAP.

The basic source of information on the development and use of the real properties to be acquired is the analysis of GIS data and written extracts from the land and building register, property split maps, mortgage register data, information obtained from Geoportal, as well as verification on the Contract implementation site. The ownership status of the real properties to be acquired was established on the basis of the land and building register and the land and mortgage register. The presence of the infrastructure was established on the basis of the analysis of GIS data, written extracts from the land and building register, and design documentation (including construction designs), as well as verification on the Contract implementation site.

In case of social impact the basis data source were data obtained based upon available registers (e.g. business register, National Court Register), and data obtained based upon visits on Contract implementation site.

The main source of data in this analysis is the results of field test of population nature, the objective of which was to reach each owner of plots located at the area of the Works Contract and falling under the expropriation procedure on that account. During the test also data obtained on the basis of the Contract site visits, and also on the basis of CSO statistical data and materials published on the Internet.

Standardized questionnaire interviews constituted the data gathering method. Answers to all questions were taken down and they were used to prepare this analysis.

Interviews were partially carried out over the phone; this relates mainly to cases when direct contact with plot owners was impossible or very difficult.

The survey was performed by the Consultant in December 2017 and it had a population character (it means that it was assumed that it shall cover all households located or containing properties within the Works Contract area) and was done using standardized questionnaire interviews divided into two groups.

The first group, i.e. simplified polls, was related to households, for which the Małopolski Governor issued Decision on the amount of compensation for acquired properties.

Compensation has already been paid out for 70 households (63 properties of natural persons and legal persons, and 7 communal properties). In case of 4 properties the compensation was paid to the court deposit, i.e. while applying a special procedure under Clause 8.2.3 of the LA&RAP. In case of other 6 properties the payment is in progress. For 1 property the owner filed a complaint to the RAC against the decision setting out the amount of compensation.

The other group of surveys was related to households, for which a Decision on the amount of compensation was not issued. In that case the interviews were extended with a request for indication and detailed description by the representatives of the households of all social and economic costs they see for the Works Contract.

#### 7.1.1 Problems

Three categories of issues, which effected in disability to collect complex data from representatives of households affected by the Works Contract, were identified during the site survey. All of them were discussed below.

**Refusal to take part in the survey and to provide any information.** In case of 4 representatives of households it was not possible to inquire or obtain any information on social and economic effects of the Works Contract implementation in their case. The main reason for the refusal was reluctant attitude to pollsters as (in opinion of the survey participants) representatives of the Investor or the refusal did not include provision of reasons. In that case no polls were signed by interviewees.

**Complete refusal of taking part in the survey, including provision of general information.** In case of 25 representatives selected for the survey refused to take part in full questionnaire interview, and

informed inadequacy of that interview in their case as a reason. The respondents did not see a reason for provision of information on the number of people in their households, age, education and professional activities, as well as income sources and income value. In the opinion of respondents that information did not have any relation with expropriation procedure and payment of compensation. However, those people provided partial information on the character and method of using the plots covered with expropriation procedure, which – in most of the cases – were sufficient for the purpose of analysis.

**No possibility of reaching the respondent.** In case of 41 households interview was not possible due to the lack of possibility of getting contact data within the time expected for performance of the survey.

Furthermore, 4 representatives of households are registered in a huge geographical distance from the survey location. A written request for telephone contact related to filling the poll in was submitted to those respondents– except for notifications and polls. In any of those cases the answers were received.

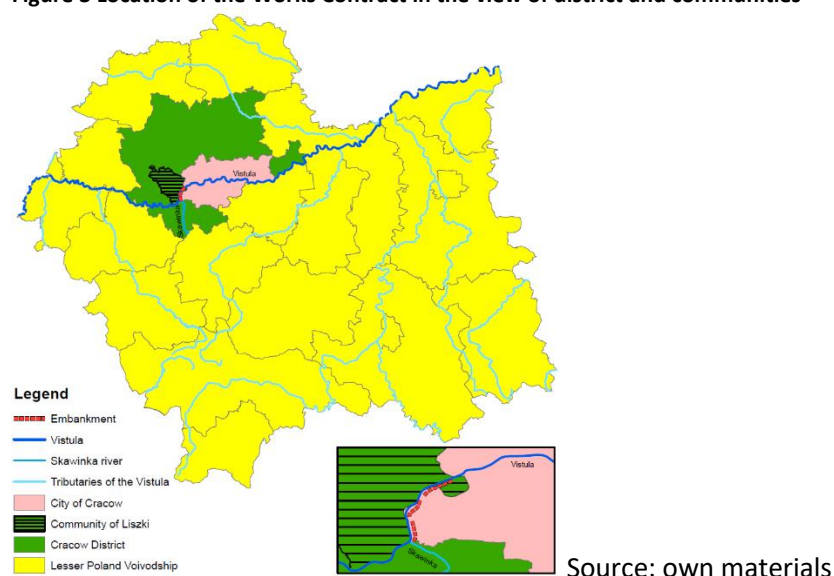
Additionally, a part of owners under expropriation procedure currently resides abroad for work purposes, and people present at those addresses refused to provide any information. In case of one respondent the poll was impossible due to his problems with law, no telephone contact and permanent living abroad.

Some respondents listed in the land register as owners of expropriated properties are dead for a long time. In such cases the pollsters did not do the interview as there was no legal inheritor of the plot, but they encouraged to commence inheritance proceeding and settle legal status of the property.

## 7.2 SOCIAL AND ECONOMIC DATA

All plots discussed under this analysis are located within Małopolskie Province, in the area of two districts: City of Cracow - city with district status, and Cracow District. Localities, where the aforementioned plots are located – according to the district criteria, are specified below.

**Figure 3 Location of the Works Contract in the view of district and communities**



### 7.2.1 Expropriated properties located within the District of Cracow

- **Primary data on the population**

141 properties under expropriation procedure are located within the area of the City of Cracow.

In accordance with CSO data valid for June 30, 2017 the City of Cracow is inhabited by 766 739 people, population density is 2 342 p/km<sup>2</sup>. 53% of city population are women, and 47% – men; rate of inhabitants in working age is 61%. Birth rate for the City of Cracow is 2.2 per 1000 inhabitants (Małopolskie Province – 1.7 per 1000), whereas migration balance is around 2.4 per 1000 inhabitants (Małopolskie Province – 1.1 per 1000).

- **Employment and income in the District of Cracow**

Unemployment rate in the City of Cracow in 2017 amounted to 3%, and was much lower than the average rate of 5.5% for the Małopolskie Province (data of the CSO in Cracow). It was also lower in the group of women (women constitute 52% of all registered employees).

The average gross remuneration in the City of Cracow amounts to PLN 4 431.17 and it is significantly higher than for the Małopolskie Province (PLN 3 906.96). It deviates from the average remuneration in Poland (PLN 4 151; CSO data for 2015)<sup>6</sup>.

It results from the aforementioned data that the situation on the labour market in the district is very favourable when compared to the Province.

### **7.2.2 Expropriated properties located within the area of Cracow District**

13 properties under expropriation procedure are located within the area of the Cracow District within the localities of Piekary and Kryspinów (Commune of Liszki).

- **Primary data on the population**

The locality of Piekary is located in the Commune of Liszki in the Cracow District. Piekary are located on the left bank of Vistula within a vast plain being a part of mesoregion called Obniżenie Cholerzyńskie within macroregion of Brama Krakowska. In that place Vistula flows through Brama Tyniecka. This gate includes Skalki Piekarskie located on Stróżnica hill, also called as Gołabiec and Klasztorne Hill, where the Saint Benedict's Abbey in Tyniec was built.

A palace and park complex is located in Piekary, and it is registered in the heritage register of Małopolskie Province, as well as a high school "Radosna Nowina 2000" was founded there. In the area of Educational Center there is a church, a sports hall, and a swimming pool. A football club LKS Tęcza Piekary also functions in that locality.

The number of inhabitants in the end of 2011 was 1 491. People of Piekary are 9% of the commune's inhabitants. The rate of non-working people in the Commune of Liszki is 56.5%

The locality of Kryspinów is located in the Commune of Liszki in the Cracow District. The number of inhabitants is 1 360. People of Kryspinów are 8% of the commune's inhabitants.

Kryspinów is a popular leisure spot for the people of Cracow as Na Piaskach Reservoir and Budzyński Reservoir – usually called as Kryspinowski Reservoir or just Kryspinów – were formed in the area of former sand-pits.

Furthermore, there is a palace registered in the heritage register of Małopolskie Province.

- **Employment and income in the area of Cracow District**

Unemployment rate in the Cracow District in 2017 amounted to 4.9%, and was lower than the average rate for the entire Province (5.5%). Unemployment rate is higher among women than among men (women are 48% of employed people).

The average gross remuneration in the Cracow District amounts to PLN 4 204.13 and it is higher than for the Małopolskie Province (PLN 3 906.96). It deviates from the average remuneration in Poland (PLN 4 151; CSO data for 2015).

As proved by the statistics, situation on the labour market in that district is relatively favourable.

### **7.2.3 Land use**

The Works Contract site with an area of about 14.64 ha is located within 154 plots placed in the area of two communities, i.e. Cracow – city having district rights (registration unit Podgórze – in areas 73, 77, 78); and Liszki (in the area of Piekary and Kryspinów). In case of the Municipality of Cracow the

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<sup>6</sup> These amounts should be considered as approximate, since the methodology of calculation of average remuneration by the CSO comprises only the sector of enterprises.

Works Contract site is located in the area of about 12.16 ha, and in case of the Commune of Liszki – 2.48 ha.

Flood embankments are placed in the site of Works Contract; thus no structures are located in that area. In a direct vicinity of the Works Contract site there are three developed land properties, which would suffer the most severe difficulties associated with construction works, noise, and other related factors; however, due to application of measures (described in the EMP) mitigating and minimizing adverse impact, the Works Contract shall not cause disturbance in everyday functioning of those households.

Based upon the socio-economic survey it was determined that the areas intended for implementation of the Works Contract were not used in any way and that they were not a subject of long-term Works Contract. It is also proved by the results of site visits.

Due to the unsettled legal status of land properties and to the refusal to take part in the survey, data on the land use by physical persons are incomplete.



*Photo no. 1: Task no. 3 – Works Contract implementation area – Source: own materials*



*Photo no. 2: Task no. 3 – Works Contract implementation area – Source: own materials*



*Photo no. 3: Task no. 3 – Works Contract implementation area – Source: own materials*



*Photo no. 4: Task no. 2 – Works Contract implementation area – Source: own materials*



*Photo no. 5: Task no. 2 – Works Contract implementation area – Source: own materials*

Access to the Works Contract is secured via communal roads and field roads.

- **Task no. 1:** Beginning of the right embankment of the River Vistula (km 60+325) connects with the right-side embankment of the River Skawinka, whereas the end of the subject section of embankment (km 61+662) reaches the high bank (Grodzisko Mountain 279.9 m a.s.l.). The embankment runs in parallel with Bogucianka Street and Tyniecka Street in a distance of about 1.4 km. The access to embankments is possible via Janasówka Street running along Janasówka Pond and via field roads.
- **Task no. 2:** Beginning of the right embankment of the River Vistula (km 62+017) joins the high bank (Grodzisko Mountain), whereas the end of the subject section of embankment (km 63+183) reaches a hill, where Saint Benedict's Abbey in Tyniec is located. Land in the area of this part of the embankment is highly urbanized. Dense network of roads is present there, i.e. the following streets: Walgierza Wdalego, Heligundy, Browarniana, Lutego Tura, Benedyktyńska, Obrony

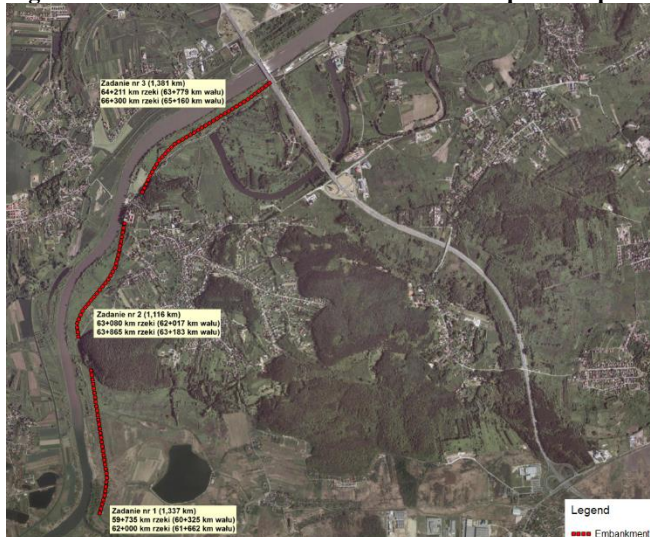


Tyńca, Grodzisko. The embankment may be reached directly via the following streets: Walgierza Wdalego and Grodzisko.

- **Task no. 3:** Beginning of the right embankment of the River Vistula (km 63+779) joins the area existing about 54 m behind the road embankment – Promowa Street (it reaches a road parallel to Promowa Street), whereas the end of the subject section of embankment (km 65+160) reaches the road embankment of A4 motorway (at the Kościuszko Water Barrage).

It is possible to apply water transportation for the purpose of work performance.

**Figure 4 Location of the Works Contract on ortophotomap**



Source: own materials

#### 7.2.4 Public services

The Works Contract site is placed in vicinity of valuable tourism areas. The embankment neighbors the Saint Benedict's Abbey, which is a worship place visited by crowds of tourists during a single year. An abbey museum, a guest house, a restaurant and a coffee shop are located in the cloister area. In vicinity of the cloister, at the bank of Vistula there is a stop for water trams going to the center of Cracow.

The Works Contract is located in vicinity of the Kościuszko Water Barrage, which improves navigability on Vistula in that area. The route of water tram from Cracow to Tyniec runs through the lock. Just behind the water barrage Sports and Recreation Center "Kolna" and a Cracow mountain canoeing track, with a bike route reaching Cracow, were built. A pedestrian and bicycle path is also placed in vicinity of the water barrage.

Public Junior High of Tyniec, parish cemetery, Order of Oblat Sisters, and Private Center for Psychotherapy are also located in Tyniec.

Due to the absence of physical and economic resettlement of households in case of owners, properties of whom were transferred to the State Treasury, performance of the works does not in any way limit the access of owners to public facilities.

#### 7.2.5 Cultural and historic objects

The end of embankment at Task no. 2 reaches a hill, where a historic object is located: Complex of Saint benedict's Abbey in Tyniec founded in 11<sup>th</sup>/12<sup>th</sup> century. In the area of the complex there is a church of St Peter and St Paul from the break of 15<sup>th</sup> and 16<sup>th</sup> century.

In a conservator's opinion of March 5, 2015, ref. no.: OZKr.5183.116.2015.MTW.DW, the Provincial Heritage Conservator in Cracow informed a positive opinion for the designed Works Contract provided that: archaeological supervision would be assured for earthworks, reinforced-concrete wall with stone cladding on both sides would be designed in a section of the embankment directly neighboring the historic Saint Benedict's Abbey in Tyniec, and the use for the traffic of two-track vehicles on the embankment crest shall be limited as the designed path should only be used for recreational purposes and maintenance of the embankments.

In accordance with the aforementioned opinion the Works Contract is not located in the area entered into the Register of Heritage of Małopolskie Province and it does not collide with relics of earth-fill defenses existing in the abovementioned area. The design considers the aforementioned conditions.

Due to the absence of physical and economic resettlement of households in case of owners, properties of whom were transferred to the State Treasury, performance of the works does not in any way limit the access of owners of plots to cultural or historic objects.

### **7.2.6 Gender Equality**

Discrimination is legally banned in Poland, and it is determined in the Constitution of 1997. Article 32 states that no one shall be discriminated against in political, social or economic life for any reason whatsoever. Discrimination against women shall mean any distinction, exclusion or restriction made on the basis of sex which has the effect or purpose of impairing or nullifying the recognition, enjoyment or exercise by women, irrespective of their marital status, on a basis of equality of men and women, of human rights and fundamental freedoms in the political, economic, social, cultural, civil or any other field (Article 1 of the Convention on the Elimination of All Forms of Discrimination against Women of 1979).

While willing to become a member of the European Union, Poland needed to adapt its law to valid EU regulations, also in the scope of gender equality. It mainly resulted in adjustments to the labour codex, but also in modification of politicians' and public administration's attitude.

In accordance with the Human Development Index (HDI) of the United Nations Development Programme (UNDP) for 2012 Poland is amongst the countries with a very high social development index. It is on 39 place in the ranking of 187 countries, i.e. above the average of countries in EBOR action area, and on a similar level to the average for countries of Central Europe and Baltic States. The Human Development Index covers three elements: health, education, and standard of living. In terms of UNDP Gender Inequality Index (GII) Poland is even higher – it is 24 in the world ranking. The Gender Inequality Index is a rate, which reflects the loss of development possibilities within the area of a given country due to unequal treatment of sex, and it covers three elements under appraisal, i.e.: reproductive health, empowerment, and labor market participation.

In case of participation of women in public life, the share of women in make-up of public units formed as a result of elections is small. In those terms the following are indicated, e.g.: low percentage of women present in the Sejm and in the Senate. Similar negative trends are characterizing other units formed as a result of elections, e.g.: commune councils, district councils, or provincial seyms (women are about ¼ of all councilors). It shall be emphasized that a minor percentage of women is for many years noticeable amongst village mayors, city managers, or mayors. However, an increasing number of women holding the position of village administrators draws attention, and that function is one of the most important ones in the context of civilian activities and development of social capital. Experience also indicates that women are equal participants of public hearings, and their engagement in local activities often results in their leading role in consultations. Finally, it shall be stated that for the purpose of promoting women and increasing their representation in decision-making and managing groups in business, numerous civil actions, declarations of political parties, and popularization of other countries' examples are implemented, and the European Commission undertakes its own initiatives *ex officio*, etc., which should result in the enhancement of equality of women and men in participation in the labour market or in decision-making groups. The analysis of survey results for last 10 years proves the progress in that field.

### **7.3 SPECIFICITY OF THE PAP**

Private persons indicated as the owners of plots falling under this analysis were classified as a result of performed survey to the following categories:

- Households comprising plots to be expropriated and located within the Works Contract implementation area (3 households, location given on the map below).

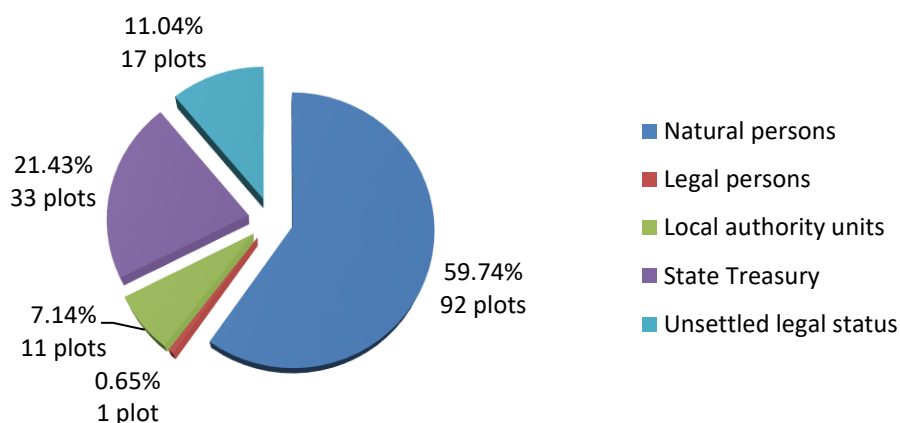


Source: own materials

- Households located beyond the Works Contract implementation area comprising expropriated plots located within the Works Contract area (83 households).

Detailed PAP characterization is included in the Socio-economic Study constituting Annex No. 5 to this LA&RAP. Due to the requirements concerning personal data protection in accordance with EU regulations, the Study shall not be revealed to the public.

The area intended for the extension of the Vistula River's right embankment from the estuary of Skawinka to the Kościuszko Water Barrage is diversified in terms of the ownership structure. The diagram given below shows a percentage share for individual categories of plot owners under the analysis.



**Diagram no. 1: ownership structure for analyzed plots**

In the case of a significant number of properties, entries in the land and mortgage registers as well as in the register with EGiB are outdated and do not reflect the actual situation with respect to the owner (holder) of the property. The data will be systematically brought in line with the current factual and legal situation in accordance with the applicable provisions of law, in particular the new Water Law (entry into effect on January 1, 2018), the Special Flood Act and the decision on the development consent (IPIP).

Over a half (59.74 %, 92 plots) of entirely or partially expropriated plots are grounds, which were owned by natural persons, and one partially expropriated plot was owned by a natural person (0.65%, 1 plot).

The percentage of plots remaining within the resources of the State Treasury is 21.43 % (33 plots). Plots under the State Treasury's resources were administered by: State Forests (1 plot), RZGW in Cracow (12 plots), and the Communal Infrastructure and Transportation Board, currently the Urban Roads Authority for the City of Cracow (6 plots).

In case of the properties listed in the register as owned by the State Treasury, without indication of a unit administering the land, the Prefect is responsible for the property (7 plots), and in case of a city with district status – the Mayor of the City (7 plots).

The local unit (Municipality of Cracow) administers 7.14% of properties (10 plots – in terms of permanent acquisition, 1 plot – in terms of permanent restriction in the use of property). The following entities administered the expropriated land on behalf of the Municipality of Cracow: Communal Infrastructure and Transportation Board (1 plot), City Office of Cracow (7 plots), and Małopolski Board of Amelioration and Hydraulic Structures in Cracow (2 plots). The municipal plot to which the permanent restriction in the use of property applies is administered by the Communal Infrastructure and Transportation Board, currently the Urban Roads Authority for the City of Cracow.

Furthermore, 11.04% of properties (17 plots) are plots with unregulated legal status (the legal owner of the property is dead, and inheritance proceeding was neither implemented nor completed). In this case, the compensation will be transferred to a court deposit and will be duly paid to the heirs from the court deposit after their legal status has been resolved.

The area within the splitting lines of the Works Contract comprises 154 properties. 33 properties remained within the assets of the State Treasury and 120 were transferred to the resources of the State Treasury on the day the IPIP decision became final. Permanent restriction in the use of property was established for one communal property. Properties to be expropriated and remaining an ownership of natural persons were held by 86 households.

Due to the extension of an embankment crossing located in the area of Task no. 2 (km 62+024) at the right embankment of the River Vistula, for property no. 4/2 located within the registration unit of Podgórze, in area no. 77, permanent restriction in the use of property was established within a part of the plot with area of 0.0110 ha.

In accordance with the Małopolskie Province Governor's Decision no. 06/2015 of December 22, 2015, ref. WI-IX.7840.1.8.2015 on the investment permit, the indicated property is jointly owned by the Municipality of Tyniec. The Tyniec Commune was abolished with effect from January 18, 1945. In accordance with the information obtained from the Office of Geodesy of the City of Kraków, in the Municipalization Department (Department of Regulation of State Treasury Real Estate for the Commune), the properties listed in the land register as the property of the Commune of Tyniec will be communalized for the Commune of Kraków in the year 2019.

Therefore, it was agreed that the property listed above (4/2, located in the Podgórze cadastral unit, area 77) belongs to the assets of the Commune of Cracow (likewise, this was agreed for properties 12, 310/3 and 310/4 Podgórze 77, scheduled for permanent acquisition).

The said property (4/2, located in the Podgórze cadastral unit, area 77) remains within the resources of the Municipality of Cracow and is located within the right of way of a public road. The plot in question is owned by the Municipality of Cracow (and is a public road), whereas limited use was established within its part due to the fact that after implementing the Works Contract it shall form a part functionally associated with a hydraulic object, and the owner will not be able to modify its parameters adapted to flood protection requirements. In reference to the properties, in case of which limited property rights were established – in accordance with “Mortgage Register Review Protocols”, Article 20 (4) of the Special Flood Act shall be applied, provision of which states that if limited property rights have been established for the property, those rights expire on the day when the development consent for the Works Contract becomes final. Garden allotments are not present within the work performance site.

## **7.4 THE NEED FOR UPDATING THE SOCIO-ECONOMIC SURVEY**

Due to the permanent nature of data such as the kind, the method of land use or the presence of developments on the land, it may be assumed that data gathered in the field test shall remain valid for a long time.

## 8 The binding provisions of law and valuation methodologies

This LA&RAP for the Contract 3A.3 Section 4 – The right embankment of the Vistula River from the estuary of Skawinka to the Kościuszko barrage is based on the provisions of Polish law, as well as, due to funding from the resources of the World Bank, on the World Bank's Operational Policy 4.12 – Involuntary Resettlement.

The Loan Agreement between Poland and the World Bank is an act governed by international law and by concluding the agreement, Poland obliges to apply the World Bank's policies.

In case of discrepancies between Polish law and WB policies, the provisions which are more beneficial to the affected population are applied.

### 8.1 OBLIGATIONS ARISING FROM THE POLICY OP 4.12<sup>7</sup>

OP 4.12 is applied whenever the implementation of the Project requires:

- a) involuntary real property acquisition resulting in:
  - a. relocation or loss of shelter;
  - b. loss of assets or access to assets;
  - c. loss of income<sup>8</sup> sources or lowering the standard of quality of life
- b) involuntary restriction of access to legally designated parks and protected areas resulting in adverse impacts on the quality of life of Project Affected Persons.

The following obligations stem from OP 4.12:

- Involuntary resettlement should be avoided where feasible by exploring all viable alternative contracts, and if it is not feasible to avoid resettlement, its range and impact should be minimized;
- Resettlement should be conceived and executed as development activities providing sufficient measures and resources that will enable people affected by resettlement to participate in the benefits of the implemented Works Contract. Assistance should be given to social groups affected by the resettlement process in order to improve their state of the economy, income and standard of living, or at least restore the status from before the Contract implementation;
- Resettled persons should be given full compensation before resettlement in an amount equal to the restoration costs, assistance in relocation and assistance and support during the transition period;
- Lack of a legal title to the land should not be a bar to receiving compensation;
- Particular attention should be paid to vulnerable social groups and individuals (e.g. single mothers, the handicapped, the poor);
- Communities should be given opportunity to participate in planning, implementation and monitoring of the resettlement process;
- The resettled persons should be assisted in the integration with the host commune;
- Resettlement should be closely linked with the Contract implementation schedule so that the resettled persons could obtain the compensation before starting the construction or before other activities of the Works Contract;
- Monitoring of resettlement shall be performed as well as its evaluation;
- As regards rural or farming lands, even when it is possible to apply financial compensation, "land-for-land" compensation is particularly recommended, if economically feasible. Farms that lost their fixed assets entirely and became entirely unprofitable should receive compensation in the amount equal to the value of the entire farm;
- For losses valuation or monetary compensation of which is complicated, for example, access to public services, access to customers or suppliers, fishing areas, access to pasture and forest areas, efforts should be made to establish access to equivalent and culturally appropriate resources and income opportunities.

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<sup>7</sup> Chapter consistent with LARPF.

<sup>8</sup> In Polish economy understood as revenue.

## **8.2 POLISH LEGAL REQUIREMENTS**

The most important normative acts concerning acquisition of rights to real properties necessary for Contract implementation are:

- Constitution of the Republic of Poland of April 2, 1997 (Journal of Laws no. 78 item 483 as amended),
- CC,
- Special Flood Act,
- RPM.

The Civil Code governs legal relationships between natural and legal persons, including those concerning conclusion of real property sale agreements. A binding principle here is the freedom of drafting agreement content and deciding if and with whom one wishes to conclude the agreement. Unanimous declarations of the parties determine agreement conclusion. The Civil Code provides for a special form of concluding agreements whose subject is the transfer of ownership of property. They should be concluded as a notary deed in order to be valid.

The mechanisms of compulsory acquisition of rights to property is included in the Special Flood Act and RPM law.

### **8.2.1 Real property acquisition under the Special Flood Act**

According to the Special Flood Act the expropriation of real estate or parts thereof, as well as permanent and temporary restriction of the use of property or part of it takes place in IPIP issued by the Governor. Expropriation occurs at the moment in which IPIP becomes final.

With the transfer of the property in favour of the State Treasury or of local government units, the property owner or the holder of perpetual leasehold rights is entitled to compensation in cash or in the form of "land-for-land". The Special Flood Act does not indicate any preference for the land-for-land compensation; financial compensation allowing for purchasing a similar real property at a market price is rather assumed.

The amount of compensation is determined separately for each real property by the Investor's individual negotiations with the current owner or holder of perpetual leasehold rights. Negotiations are conducted on the basis of an independent and objective valuation of the appraiser, having the relevant qualifications.

The amount of compensation is determined in the condition as of the date of issuing the IPIP, but with reference to real property value as of the date on which the amount of compensation is determined.

In case the Investor and the expropriated party reach an agreement as regards the amount of compensation, a written agreement is concluded, determining the amount of compensation, and time and manner of payment.

However, if the agreement is not reached within 2 months of the date of issuing the final IPIP, the amount of compensation is determined by the Governor in a decision. Before issuing a decision, the Governor appoints an independent expert – a valuer. The party has also the right to property valuation prepared by a valuer in the proceedings before the Governor. In such case the Governor has to account for the opinion presented by the affected party in the decision determining the amount of compensation. In the case in which the party makes any comments and proposals in the proceedings before the Governor, the Governor has to refer essentially to these comments and proposals at the stage of the proceedings, and then in the issued compensation decision.

The decision issued by the Governor may be appealed to an authority of higher level i.e. to the relevant Minister.

In case of an appeal against the decision establishing the amount of compensation, the expropriated party may file a motion for paying the compensation in the amount stated in the contested decision. In such case the compensation is paid as stated, which does not influence the appeal proceedings.

The decision issued in the appeal proceedings can be appealed to the Regional Administrative Court within thirty days of the decision delivery to the applicant. In turn, the party has the right to lodge an appeal in cassation against the judgment of the Regional Administrative Court to the Supreme

Administrative Court within thirty days of the delivery of the copy of the judgment with the justification to the party.

### **8.2.2 Determining permanent restrictions in managing real properties**

The initiation of proceedings for the issuance of such IPIP requires a motion from the Investor, which is required to identify, among others, real property or parts thereof that are part of the Works Contract necessary for its functioning, which does not become the property of the State Treasury or the local government unit, but to which the use is permanently restricted (hereinafter referred to as the PR). Such a motion has to be considered and, depending on the administrative authority's arrangements, disclosed in an IPIP decision issued by the Governor (art. 9 item 5b of the Special Flood Act).

Another PR category stemming from the IPIP, but not necessarily from the Investor's motion, covers areas exposed to direct flooding risk and areas exposed to potential flooding risk, or areas exposed to particular flooding risk if designated (Article 9 (8) letter f) of the Special Flood Act). Such real properties shall not be subject to a permanent change of the manner of managing them and, as a rule, shall be able to be used by the owner (the holder of perpetual leasehold rights) like before Works Contract implementation, but after Contract implementation always with certain functional restrictions.

PR imposed under the Special Flood Act and the inconveniences related to them as well as restrictions of the economic and market potential of the real property (e.g. a construction ban, a ban on planting trees, a ban on running the agricultural activity) negatively influence the real property market value and have to be made up for by a due compensation. In an extreme case of the property loss of usefulness for the owner (holder of perpetual leasehold rights) they can demand its redemption on civil law making the request to the investor in this regard in accordance with Article 22 (2) of the Special Flood Act (redemption cannot be claimed by the owner of the property, which includes public roads, i.e. a local government or the State Treasury). In the case of non-use of this procedure, an administrative course remains establishing appropriate compensation.

The Special Flood Act does not define PR or indicate the administrative authority competent in the subject matter of determining such compensation in administrative proceedings. Such condition, i.e. the lack of an explicit provision of law indicating the subject matter (competence) of an authority, is caused by an obvious legal loophole and authorizes one to apply in the administrative proceedings on the issuance of IPIP the premises fixed by the CIRD and defined in the Judgement of the Supreme Administrative Court in Warsaw of November 9, 2012 (ref. no.: I OW 142/12). The Court states unambiguously that *"the competent authority to determine the compensation is the authority that issued the decision on consent for implementation of a road development (...) because the legislator cannot separate the competence to determine the compensation for the results of the same decision depending on the subject of that compensation"*.

It should also be accepted that there may be a necessity for applying the Article 30 of the Special Flood Act, according to which *"the provisions of the Real Estate Management shall apply respectively"* to the extent not regulated in these Acts and realizing that instruction base on the of RPM law.

Therefore, compensations for PR established based on the provisions of the Special Flood Act shall be governed by procedures and valuation principles described in this LA&RAP which concern determination and payment of compensations for expropriation of real properties or their parts.

### **8.2.3 Special procedures**

Under Article 133 of the RPM Law, the Investor shall submit the amount of compensation to a court deposit in accordance with the decision of the Governor requiring the Investor to pay compensation for the court deposit, which is equivalent to the fulfilment of performance. It takes place only in two cases:

- 1) when the person entitled refuses to accept compensation or the payment thereof encounters impediments difficult to overcome (lack of legal capacity of the creditor, his prolonged absence in the country in the absence of the establishment of a proxy, natural disasters, martial law), and
- 2) if the compensation for expropriation applies to properties with unsettled legal status.

Submission of a court deposit has the same effect as the fulfilment of performance and – in accordance with OP 4.12 – the project affected person does not bear any cost in that scope.

In the event of a possible dismissal of the application by the Court, the fee shall not be refunded, and additionally if the creditor (as a party to the proceedings) will be substituted by a solicitor or lawyer, the court may order payment of remuneration for substitution.

#### **8.2.4 Purchase of “remnants”**

If a part of a real property is acquired and the remaining part is not fit for use for its former purposes (so-called “remnant”), the Investor is obliged to purchase that remaining part of the real property if its owner or holder of perpetual leasehold rights submits a relevant motion (under Article 23 (1) of the Special Flood Act).

The motion concerning the purchase of “remnants” may be submitted before issuing the IPIP, but the real property purchase may take place only after issuing the IPIP. If IPIP is issued, the owner of a real property on which a public road is situated may not demand purchase of the remaining part of the real property.

The “remnants” shall be purchased by concluding civil law agreements for Contract 3A.3 Section 4 – The right embankment of the Vistula River from the estuary of Skawinka to the Kościuszko barrage in accordance with the following procedure:

1. The real property owner/holder of perpetual leasehold rights submits a motion containing:
  - a. a justification indicating why the remaining part of the real property after the acquisition is not fit for use for its former purposes,
  - b. marking of the remaining part of the real property on the copy of the property allotment map or on the site map or on the property splitting map as attached to the application.
2. Assessment of the submitted motion by committee appointed by the Investor. The committee composition shall include the representative of the team for monitoring and implementation of LA&RAP and specialists for technical matters and for the real property management. A representative of the LA&RAP Consultant may participate in commission meetings as an advisor.
3. A decision about purchase or refusal to purchase is made promptly but not before issuing IPIP decision. A condition for efficient consideration of the application is its completeness.
4. The motion submitter is notified of the decision about purchase or refusal to purchase of the “remnants”.
5. Development of a study by a valuer determining the value of the “remnants”.
6. Negotiations are conducted with the real property owner/holder of perpetual leasehold rights concerning the amount of compensation.
7. A real property purchase contract (purchase of the “remnants”) is concluded as a notary deed.
8. The compensation is paid.
9. If a property is not qualified for purchase as a “remnant”, the owner is entitled to file for purchase to a court of general jurisdiction.

#### **8.2.5 EU subsidies**

Among the properties expropriated for the purpose of Works Contract implementation there may be agricultural/forest properties covered by support programs, i.e. ones for which the owners/holders receive subsidies or for which support is provided.

Expropriation of that land shall result in the lack of possibility to fulfil liabilities under particular programs, as adopted by the farmer/beneficiary in agreements with a certified state payment agency, i.e. Agricultural Restructuring and Modernization Agency (ARMA). This in turn may be associated with determined consequences, including a necessity of returning payments done, as well as with administrative fines. (ATTENTION: there will be no need to return the subsidies or pay fines if the farmer reports the fact of expropriation to the ARMA).

A solution for this issue is implementation of a special mechanism and a definition of so-called force majeure - on the level of European Union’s regulation, which would obviously disable a farmer from



fulfilling contractual liabilities. Those provisions contain an opened catalogue of cases, when we deal with force majeure. That catalogue comprises the following circumstances of force majeure, e.g. expropriation of properties. In order to apply that mode initiative of the farmer/beneficiary is however necessary. He needs to notify the occurrence of force majeure (in this case: expropriation and/or permanent restriction of the use method for the property) to the District ARMA Office Manager in writing, along with relevant evidence (in the analyzed case those would be a copy of IPIP decision or of CIRD decision), **within 15 working days** counted from the day when he or a person authorized by him would be able to perform that action (in case of RDP 2007-2013 and 2014-2020 this deadline amounts to 10 working days).

The District ARMA Office Manager runs a relevant administrative proceeding and identifies whether force majeure occurred through a decision.

Consequences of issuing a decision confirming the occurrence of force majeure are as follows:

- for RDP 2007-2013 and 2014-2020 (long-term liabilities and payments): the farmer/beneficiary does not need to return a part of support awarded for the previous years or its whole, subsidies may be reduced for the year when force majeure occurred, liabilities or payments are continued in accordance with the original duration (if eligibility parameters are met, e.g. minimum area), and furthermore – administrative penalties are not implemented in the scope of so-called cross-compliance;
- for direct subsidies: the support granted is not returned, the beneficiary keeps the right to payments within the framework of direct support systems in reference to the area or to animals, which were eligible at the moment force majeure occurred, for payments within the framework of direct support systems.

It shall be stated that one would also face force majeure in case of properties or their parts remaining an element of Works Contract, which would be necessary for its functioning, and which do not become a property of the State Treasury, but their use is permanently limited (so-called permanent restriction in the use of property), and in case of so-called “remnants” (properties purchased based upon an application of the party in case a part of the property is taken over under IPIP, and the remaining part cannot be properly used for previous purposes).

The time for notifying about the occurrence of force majeure of that type and an evidence of that occurrence – similarly as in case of expropriation – shall be given in the IPIP decision. In this case force majeure also results from expropriation of properties, but it does not bereave the property of this particular part of property, but it causes the lack of possibility to use it for previous purposes (e.g. farming). A similar case occurs for permanent restrictions, if they obviously caused the lack of possibilities to apply the property in accordance with liabilities accepted by the farmer.

One of the owners of acquired properties informed that he was granted with subsidies for the expropriated property. He did not however want to provide details on the financial support programme. The Consultant clarified the term of force majeure occurrence and of liabilities resulting from its occurrence. The owner informed that after the expropriation he notified the City Office of Cracow about adjustment of the area for the subsidized property. The amount of subsidy was appropriately reduced.

### 8.3 Adopted mechanisms of acquisition of rights to real properties<sup>9</sup>

The LARPF indicates a number of inconsistencies between OP 4.12 and Polish law: <b>OP 4.12</b>	Polish law	Corrective measures
Lack of a legal title to the land should not be a bar to receiving compensation/compensation payment. Persons without a legal title are eligible for compensation.	The Polish legal system does not account for the right to compensation of land owners/users that do not hold legal title to it (except for persons who acquired the title by usucaption, i.a. a method by which ownership can be gained by uninterrupted possession of the real property for a period indicated in the act).	Each case of a Contract Affected Person without a legal title to the real property shall be analysed individually for the possibility of applying general mechanisms from the Civil Code to achieve the objectives of OP 4.12.  As per OP 4.12, Project Affected Persons without a legal title to the real property are not eligible to receive cash compensation for the real property. However, they are eligible for compensation for any facilities, plantings or improvements to the real property that were done before the cut-off date and for receiving adequate solutions in cases where they have to be physically or economically displaced. In those cases, additional mitigating measures shall also be applied.
WB policy requires compensation for loss of income <sup>10</sup> (e.g. from business or agriculture, etc.) resulting from real property acquisition for the purposes of implementation of the planned Works Contract.	Provisions of Polish law do not provide for compensation for the loss of income resulting from Contract implementation.	Persons who lost the income or employment shall receive support (health insurance, professional trainings etc.) from employment offices.  In case of entrepreneurs, it is possible to apply general mechanisms from the Civil Code (covering the loss suffered and the expected profits which were lost).
Particular attention should be paid to the needs of vulnerable social groups, such as the poor, the elderly, single mothers, children or ethnic minorities.	Polish law does not require planning specific measures aimed at providing additional assistance to vulnerable social groups (the elderly, the handicapped, the poor and other groups which may have special needs).	The expropriated persons shall receive all the necessary help in obtaining assistance provided to citizens by offices and institutions.  Additional measures shall also be implemented as needed to ensure that the objectives of OP 4.12 are met.
WB Policy requires additional compensation for the expenses incurred by the PAP as a result of physical relocation (e.g. transport of materials) and assistance in implementing the resettlement.	Assistance regarding incurring the costs of relocation and other similar costs resulting from the necessity to move to a new location by citizens and enterprises is not provided in the law.	In order to cover the costs of relocation and other similar costs, it is possible to apply general mechanisms from the Civil Code in a manner that achieves the objectives of OP 4.12.

<sup>9</sup> Table contained in this chapter is consistent with LARPF.

<sup>10</sup> In Polish economy understood as revenue.

The LARPF indicates a number of inconsistencies between OP 4.12 and Polish law: <b>OP 4.12</b>	Polish law	Corrective measures
The compensation should be paid prior to physical acquisition of the land for the purposes of Contract implementation.	The Special Flood Act allows for acquiring the land and commencing works before the compensation is paid.	<p>In all cases, no works shall begin until it is confirmed that the Project Affected Person has been informed about the commencement of works in advance, compensation has been paid and permission to enter the land has been granted.</p> <p>The only exceptions are cases where appeal proceedings have been initiated due to negotiation failure, owner absence or the impossibility of determining the owner(s).</p> <p>In such a case the amount shall be transferred to the court deposit and placed on the court's deposit account.</p> <p>To minimize the risk of commencing the works before compensating for losses, the Works Contract shall plan and conduct real property acquisition in advance of the commencement of works.</p>
Compensation for the loss of assets is based on their market value plus any transaction costs (e.g. taxes, fees) and the objective is for the compensation to be sufficient to effectively restore the lost assets (replacement value).	The applied methods of valuation may lead to lowering the real property value as compared to prices of similar real properties on the local market.	<p>The valuation of the real property shall be conducted by an independent and experienced expert. The expert's opinion should be verified by the PIU. The expropriated party should be granted a proper amount of time to become familiar with the expert's opinion. Should there be any doubts regarding the sufficiency of the due amount of compensation, the value of the real property should be estimated by an independent expert in the proceedings before the Governor.</p> <p>In all cases, the valuation has to indicate the replacement value.</p>
It is required to prepare a socio-economic survey and a LA&RAP as well as to monitor compensation measures, resettlement and life quality level restoration measures and evaluate the efficiency of all the above measures.	Provisions of Polish law do not account for an obligation to prepare a socio-economic survey or a LA&RAP as such. There is no obligation to monitor or evaluate their implementation either.	Socio-economic surveys and the LA&RAP are being prepared based on the LARPF, OP 4.12 and good practices.

In the case of Contract 3A.3 Section 4 – The right embankment of the Vistula River from the estuary of Skawinka to the Kościuszko barrage the properties have been acquired on the basis of the decision of the Małopolski Governor dated December 22, 2015, ref. no.: WI-IX.7840.1.8.2015, on the investment project implementation permit issued under the provisions of the Special Flood Act. Under the provisions of the Special Flood Act plots were acquired under the expropriation procedure.

Due to formal and legal reasons, within 2 months from the day IPIP becomes final the value of compensation has not been established for properties taken over on behalf of the State Treasury.

Therefore, the amount of compensation is currently being determined in a decision of the Małopolski Governor based upon appraisal reports prepared by independent valuers. Reports developed reliably, objectively and independently provide a basis for establishing the compensation value.

The former owner is entitled to appeal the Governor's decision setting out the amount of compensation. In such situations the PAP may file a request to receive the undisputed part of the compensation set out in the Governor's decision and payment of the amount has no impact on the appeal process.

Some owners of the acquired properties have already received cash compensation. In case of the others the compensation value is still being decided through a Decision, based upon which further compensation payments shall be done.

The former owner receives a price for the real property corresponding to the actual damage and therefore the negative impact of the real property ownership loss on their financial standing was mitigated.

For Contract 3A.3 Section 4 – The right embankment of the Vistula River from the estuary of Skawinka to the Kościuszko barrage the Małopolski Governor issued Decisions on the compensation amount for 81 properties of private owners. In case of the remaining properties the evaluation procedure is in progress, including e.g. one property with established permanent restriction in the use.

Compensation has already been paid out for 70 households (63 properties of natural persons and legal persons, and 7 communal properties). In case of 4 properties the compensation was paid to the court deposit, i.e. while applying a special procedure under Clause 8.2.3. In case of other 6 properties the payment of compensation is in progress. For 1 property the owner filed a complaint to the RAC against the decision setting out the amount of compensation.

Detailed data is reproduced in Appendix no. 1 and in Appendix no. 2.

In case of the remaining properties, the amount of compensation is currently being established through decisions of the Małopolski Governor, and based upon those decisions further payments of compensation shall be done. In case of 7 properties the Małopolski Governor did not establish the amount of compensation due to the fact that it is not possible to identify persons, who would have ownership rights to those plots, and it is not possible to identify a unit having the right to compensation. In those cases the compensation proceeding has been discontinued. The Engineer expects to apply measures described under Clause 8.2.3 for those properties.

The scope and final locations of temporary acquisition shall be determined after the selection of the Contractor. The Contractor negotiating the conditions of a temporary acquisition of real property shall follow the principles set out in this LA&RAP (this process will take place on a voluntary basis). All temporarily acquired real properties shall be restored to their original state (template of an agreement - Appendix no. 8).

As for the potential temporary acquisition, which final scale cannot be determined at this stage of advancement of the Works Contract, the Contractor shall conclude voluntary agreements with the owners of land in which the rules of the temporary land making available for Works Contract purposes by the owners shall be specified. In any case, the owners of the property subject to permanent and temporary acquisition shall be effectively informed about the planned Works Contract and the rights vested in them.

Acquisition or temporary acquisition of the property shall take place primarily through consultations with those persons, familiarizing with their expectations and to present the further course of action to them.

## 8.4 VALUATION PRINCIPLES<sup>11</sup>

The owner or holder of perpetual leasehold rights of a real property or its part which is a part of a flood protection investment and is necessary for Works Contract implementation is entitled to compensation for the transfer of ownership of the real property to a local government entity.

In all cases, compensation must meet the principle of a replacement value which means the amount needed to replace asset without depreciation of asset due to age, condition, or any other factor. This tends to be based on market value of the land and related assets (e.g. crops or other elements) increased by a transaction cost required to replace it, such as taxes and other fees. Compensation is determined on the basis of a valuation by property appraiser and another team of property appraisers (e.g. agricultural property appraiser) as required.

According to OP 4.12, with regard to real properties and facilities, “replacement value” is defined as follows:

- a) for agricultural lands, it is the pre-contract or pre-displacement (whichever is higher) market value corresponding to the market value of a land with a comparable productive potential or use located in the vicinity of the land acquired for the Contract, plus the cost of preparing the land for the functions similar to those of the land acquired for the Contract, plus transaction costs;
- b) for real properties in urban areas, it is the pre-displacement market value corresponding to the value of a land with a comparable size and use, with similar or improved access to public infrastructure facilities and services and located in the vicinity of the acquired real property, plus transaction costs;
- c) for houses and other facilities, it is the market value of the materials to be built in new houses and facilities replacing the project affected houses and facilities, with the amount and quality similar to or better than those of the expropriated or partially Project affected houses and facilities, plus: the costs of transporting the materials to the construction site, construction employee remunerations, transaction costs, fees and taxes related to the implementation of the new facilities.

The real properties expropriated for the purposes of Contract implementation shall be governed by the principles indicated above in letters a) and b) (for this Contract there are no houses and structures within the splitting lines of the Contract area).

In determining the replacement value, depreciation of the asset and the value of salvage materials are not taken into account, nor is the value of benefits to be derived from the Contract, deducted from the valuation of a contract affected asset. Where Polish law does not provide for the necessity of compensation at a replacement value, compensation is supplemented by additional measures so as to meet the replacement value standard, such as support after displacement throughout a transition period based on a reasonable estimate of the time necessary to restore the quality of life (including means of support), etc. Such a proceeding assures implementation of compensation in compensation standard according to the replacement value.

The compensation is vested in the amount agreed between the Investor and the former owner, perpetual user or a person, who has a limited real right to the property, from the State Treasury or a unit of local authorities, respectively.

The amount of compensation set out in the Governor’s decision establishing the amount of compensation is subject to indexation as of the payment date.

### ATTENTION:

The valuation methods are defined by a legal act in the form of a regulation: the Regulation of the Council of Ministers of September 21, 2004 on real property valuation and appraisal study preparation (Journal of Laws No. 207, item 2109, as amended). This act contains details concerning methods and techniques of estimating the amount of compensation.

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<sup>11</sup> Contents of the Chapter is consistent with LARPF.

#### **8.4.1 Real property valuation<sup>12</sup>**

The market value of real property is a basis for establishing the compensation value. While ascertaining the real property market value, the following factors in particular are taken into consideration: type, location, manner of use and purpose, existing technical infrastructure, overall condition and current market prices. The real property market value is determined based on its current manner of use if the real property purpose compliant with the Contract objective does not increase the real property value. If the data from the local or regional real property market allow the valuer to ascertain the real property market value, they shall apply one of the market approaches, i.e. the sales comparison approach, the income capitalisation approach or the combined approach. Should the real property purpose in accordance with the expropriation purpose increase the real property value, its market value shall be ascertained according to the alternative use resulting from that new purpose. If the data from the local or regional real property market do not allow the valuer to ascertain the real property market value, they shall ascertain the replacement value of the real property based on the cost approach.

If the previous owner or perpetual user of the property under IPIP would hand this property over or would hand the property over and empty the building and other rooms not later than 30 days from the day of:

- delivery of the notice of issuing of the IPIP decision,
- delivery of decision to order immediate enforceability on the IPIP decision,
- the date on which the IPIP decision became final.

the amount of compensation shall be increased by the amount equal to 5% of the property value or value of perpetual usufruct right, based upon rules determined in the Special Flood Act.

#### **8.4.2 Valuation of plantings and crops<sup>13</sup>**

The valuation of tree stand or tree cover, if the tree stand includes usable resources, shall involve the valuation of timber in the tree stand. If the tree stand includes no usable resources or if the value of obtainable timber is exceeded by the costs of reforestation and maintenance of the tree stand, the valuation concerns the costs of reforestation and maintenance of the tree stand until the date of expropriation.

Valuation of fields of perennial plants involves the estimation of the costs of establishing the field and its maintenance until the first yield as well as lost profit in the period from the date of expropriation until the completion of the full yield. The aggregate of costs and the value of lost profits are reduced by the sum of the yearly depreciation charge resulting from the period of using the field from the first year of yield until the date of expropriation.

The valuation of crops, cultivations and other yields of annual plants involves the estimation of the expected yield according to the current market prices, reduced by the value of necessary expenditures related to the collection of the yields.

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<sup>12</sup> Contents of the Chapter is consistent with LARPF.

<sup>13</sup> Contents of the Chapter is consistent with LARPF.

## **9 Eligibility criteria and catalogue of beneficiaries**

### **9.1 ELIGIBILITY CRITERIA<sup>14</sup>**

According to the policy of the World Bank, the following groups of people are eligible for compensation and assistance in connection with real property acquisition resulting in loss of assets and (physical or economic) displacement:

- a) those who have a formal legal title to the land or other project affected assets (including customary and traditional rights);
- b) those who do not have a formal legal title at the time the census begins but have a claim to the land or assets, provided that such claims are recognized under the laws of the country or become recognized during the works on the LA&RAP;
- c) those who have no legal title or claim to the real property they are acquiring.

Persons included in paragraph (a) or (b) above should receive compensation for the land they lose, as well as other assistance. Persons included in paragraph (c) should be provided with resettlement assistance in lieu of compensation for the land they acquire, as well as other assistance, as necessary, to achieve the objectives of OP 4.12, if they acquire the Contract implementation area prior to the cut-off date (in that case it is the day when IPIP was issued). Persons who encroach on the area after the cut-off date are not entitled to compensation or any other form of resettlement assistance. All persons included in paragraph (a), (b) and (c) are provided with compensation for loss of assets other than land.

Thus, the lack of a legal title to the real property as such should not preclude the eligibility for compensation or other assistance offered in connection with involuntary acquisition of the real property.

It ought to be noted that this Contract involves no persons who use land in bad faith. Within the splitting lines of the Contract area there are 17 properties for which inheritance proceedings are or may be conducted.

The manner of estimating the impact on the PAP was described in chapter 5.1. Social impact.

### **9.2 CATALOGUE OF BENEFICIARIES<sup>15</sup>**

Eligibility for compensation and assistance shall be determined according to the following principles:

- PAP being legal possessors of real property in the Contract area shall receive full compensation with the priority given to the rule of “land for land”;
- PAP being lessees, tenants, life estate holders and other dependent possessors of real property in the Contract area shall receive full compensation for the loss of these rights,
- PAP being possessors of limited property rights in real property shall receive full compensation for the loss of these rights,
- owners of cultivations, plants, structures and other constructions related to the land shall receive compensation for those cultivations, plants, structures and constructions;
- residents of houses and flats subject to resettlement shall receive compensation according to the rules specified above as well as assistance in the resettlement, adequate access to social infrastructure and, if necessary, a package of specially selected protective measures;
- PAP who lose their revenue, salaries/wages or ability to run business activity in relation to Contract implementation shall receive adequate compensation and, if necessary, a package of adequately selected protective measures,
- PAP being illegal possessors of real property in the Contract area who have no legal title and no expectancy right to obtain a legal title to the real property shall receive no compensation for the expropriation from the real property, as that is not possible under Polish law. However, those persons shall receive compensation for plants and constructions owned by them and, if necessary, a package of specially selected protective measures to restore or improve their quality of life.

PAPs shall be entitled to receive compensation for the following categories of impact/losses:

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<sup>14</sup> Contents of the Chapter is consistent with LARPF.

<sup>15</sup> Chapter is consistent with LARPF.

- **Permanent loss of property** - where possible and where the PAP express such will, the loss shall be compensated in the form of “land for land” by way of granting a real property of a similar value, location and functions as the expropriated real property. If finding a real property that meets the criteria of adequate compensation is not possible, the PAP do not express their will to receive compensation in the form of “land for land”, or only a small part of the plot is subject to acquisition, the compensation shall be paid in cash and correspond to the market value of the expropriated real property or its part. In addition, for an immediate release of the real property it shall be possible to increase the compensation by an amount corresponding to 5% of the value of the expropriated real property under the terms of the Special Flood Act. PAP not being owners or holders of perpetual leasehold rights, but having a legal title to the property (e.g. lessees, tenants) shall receive compensation corresponding to the value of the expropriated rights.
- On the request of the PAP, the Investor may take over the entire real property and compensate for the acquisition of that real property according to the abovementioned principles. Any and all transaction costs, including taxes related to the granting of compensation for expropriation, shall be covered by the Investor. PAP being illegal possessors of real property in the Contract area (having no legal title) shall receive no compensation for the expropriation from the real property, as that is not possible. However, those persons shall receive compensation for plants, plantings and constructions owned by them and, if necessary, a package of protective measures to restore or improve their quality of life;
- **Permanent restriction in the use of property** shall, as a rule, be compensated in cash, taking into account the loss of the real property market value. Depending on the case, specially selected protective measures shall also be offered;
  - **Residential buildings** – compensation shall be carried out on the same basis as for a permanent loss of the real property. In addition, the resettled PAP shall receive an additional payment in the amount of PLN 10,000. Depending on the case, such people shall receive replacement residential accommodation from the Investor. Squatters are not entitled to compensation, but in certain cases, the Investor is obliged to grant them replacement accommodation. Such persons shall also be offered a package of protective measures, including assistance in finding their place of residence, and if they are unemployed or addicted, they shall be offered actions supporting their position in the labour market and shall receive a proposal of appropriate treatment;
  - **Non-residential buildings and structures (stables, fences, technical infrastructure etc.)** – as a rule, owners and users of these buildings and structures are compensated on the basis applicable to a permanent loss of the real property. Within the framework of protective measures, the Investor shall propose reconstruction of infrastructure networks (and, where appropriate, of structures and buildings) at the Investor’s expense. In addition, in the case of local government entities which have implemented or are implementing the affected buildings or structures with the use of funds coming from the budget of the European Union or other foreign sources, financial compensation shall be increased by the amount of refundable resources coming from co-financing together with accrued interest;
  - **Loss of plantings** – compensation for lost plant components (plantings, trees, etc.). shall be compensated in cash, taking into account the costs of planting and caring for the plantings and the value of the lost benefits between the expropriation date and the end of the complete harvest. Persons entitled to compensation for these elements of the land are both those holding a title to the property and those holding an autonomous title. These elements will be valued in estimated reports to be prepared by independent property appraisers.
  - **Loss of tree stand** shall be compensated on the basis applicable to the loss of plantings. Depending on the case, compensation may also be made according to an estimate of the value of timber that could be obtained;
  - **Impact on enterprises and employment** shall be compensated in cash by compensation for the damage actually incurred by an enterprise and the profit lost as a result of Contract implementation. Billing and accounting documents or corporate income tax returns should be the grounds for the determination of such values. Should employees lose their work, they shall receive unemployment benefits. Both employees and contractors working under civil law contracts, in case of loss of their earning capacity, shall receive free-of-charge health insurance, assistance in search for work and possibly also assistance in the form of vocational training to reskill them so that they can find new employment;



- **Loss or limitation of the access to social infrastructure** (e.g. parks) shall be compensated as much as possible by restoring the infrastructure in a new appropriately located site. If it is impossible or unnecessary to restore the infrastructure in the new site, the PAP shall receive access to the existing social infrastructure;
- **Cost of household relocation** – in order to cover the costs of household relocation, the PAP shall receive the amount of PLN 10,000. They shall also be offered a special package of protective measures including, if necessary, assistance in search for a transport company and coverage of transport costs exceeding the amount of PLN 10,000;
- **Particularly vulnerable groups** shall be covered by a specially selected package of protective measures adjusted to their needs within the compensation (a schedule of measure implementation in this scope shall be determined individually). With reference to children and school teenagers, the assistance shall cover help in finding a new resettlement site which shall enable them to continue education in the current school; the same rule applies to children attending nurseries and kindergartens. The elderly shall be relocated to places which have no architectural barriers hindering movement and offer equal or better access to health care, but at the same time make it possible for the elderly to preserve their existing habits and lifestyle. The poor shall be offered assistance in obtaining additional institutional support from government and local government agencies as well as from non-governmental organizations competent in the scope of their problems.
- **Temporary real property acquisition** shall be compensated in cash through the payment of monthly amounts corresponding to market prices of tenancy or lease of the real property. Moreover, if the PAP incur a loss due to the temporary real property acquisition, the loss shall be compensated separately according to the abovementioned principles. After the completion of construction activities, all real properties shall be restored to their original state;
- **Damage to houses, buildings and structures due to construction works (e.g. vibration, accidents, etc.)** shall be compensated according to their nature in order to make the restoration of the full substance of the affected object or the purchase of a new one possible. Depending on the situation, appropriate rules of compensation payment for the above influences shall be applied.

A detailed catalogue of people entitled to compensation is included in Appendix no. 2 to this LA&RAP.

### 9.3 ELIGIBILITY MATRIX<sup>16</sup>

Impact damages /	Eligibility	Compensation / Solution
Permanent loss of land	Legal land owners and owner-like possessors of properties that can receive title	<ul style="list-style-type: none"> <li>• “Land for land” compensation</li> <li>• If “land for land” compensation is not feasible or not wanted then cash compensation for replacement value of land</li> <li>• Coverage for all transactional costs</li> <li>• Coverage for move’s costs</li> <li>• Support in moving</li> </ul>
	Vulnerable groups	<ul style="list-style-type: none"> <li>• Resettlement to a location not affecting the availability to the previous school</li> <li>• Eventual support in finding a settlement site with a similar availability to the school, as in case of the expropriated site</li> <li>• Resettlement to a location with equal or easier access to medical care, as in case of expropriated household, eventual support in finding a household with such a location</li> <li>• Resettlement to a location without architectural barriers or support in finding a proper house</li> <li>• Support in obtaining additional institutional support for the purpose of improving living conditions</li> </ul>
	Holder of usufruct rights	<ul style="list-style-type: none"> <li>• Compensation for loss of usufruct right</li> <li>• Help in receiving a new usufruct right in similar land</li> </ul>
	Leaseholders, users of properties	<ul style="list-style-type: none"> <li>• Cash compensation for losses incurred due to the termination of the contract,</li> <li>• Coverage for all transactional costs</li> </ul>
	Illegal possessors	<ul style="list-style-type: none"> <li>• No compensation for value of land</li> </ul>
	Holders of easement, mortgage, lien upon properties	<ul style="list-style-type: none"> <li>• Cash compensation for loss of right</li> <li>• For land easement holders – support in finding a solution allowing for using their property (holding the expropriated property), for example in establishing another right of way.</li> <li>• Coverage for all transactional costs</li> </ul>
	Illegal easement holders	<ul style="list-style-type: none"> <li>• For illegal easement holders - support in finding a solution allowing for using their property (holding the expropriated property).</li> </ul>
Permanent restriction in the use of properties	Legal land owners and owner-like possessors of properties that can receive title	<ul style="list-style-type: none"> <li>• Cash compensation for losses caused by the restriction</li> <li>• Coverage for transactional costs,</li> <li>• Proposing an institutional support and advising in the scope of possibilities of other use for properties</li> </ul>
	Holder of usufruct rights	<ul style="list-style-type: none"> <li>• Compensation for loss of right</li> </ul>
	Illegal holders of properties	<ul style="list-style-type: none"> <li>• Proposing an institutional support and advising in the scope of possibilities of other use for properties</li> </ul>
	Leaseholders, legal users of properties	<ul style="list-style-type: none"> <li>• Cash compensation caused by restriction</li> <li>• Coverage for transactional costs</li> <li>• Proposing an institutional support and advising in the scope of possibilities of other use for properties</li> </ul>
	Easement holders	<ul style="list-style-type: none"> <li>• Support in finding a solution allowing for using their property (holding the expropriated property),</li> <li>• Cash compensation for losses caused by restriction of use,</li> <li>• Coverage for transactional costs</li> </ul>
	Illegal easement holders	<ul style="list-style-type: none"> <li>• Support in finding a solution allowing for using their property (holding the expropriated property)</li> </ul>
Residential buildings	Legal owners	<ul style="list-style-type: none"> <li>• “Land for land” compensation</li> <li>• If “land for land” compensation is not feasible or not wanted then cash compensation for lost land</li> <li>• Coverage for all transactional costs</li> <li>• Coverage for costs associated with resettlement process</li> <li>• Support in finding resettlement site or assurance of an apartment by the investor</li> <li>• Institutional and social support for resettled people</li> </ul>

<sup>16</sup> Chapter consistent with LARPF.

Impact damages /	Eligibility	Compensation / Solution
	Illegal possessors	<ul style="list-style-type: none"> <li>• Support in legalizing property, if possible, to compensate as owners and legal holders</li> <li>• Coverage for costs associated with resettlement process</li> <li>• Support in finding resettlement site or assurance of an apartment by the investor</li> <li>• Institutional and social support for resettled people</li> </ul>
	Leaseholders, tenants, users of properties	<ul style="list-style-type: none"> <li>• Cash compensation for loss associated with termination of agreement</li> <li>• Coverage for transactional costs</li> <li>• Coverage for costs associated with resettlement process</li> <li>• Support in finding resettlement site or assurance of an apartment by the investor</li> <li>• Institutional and social support for resettled people</li> </ul>
	Illegal squatters	<ul style="list-style-type: none"> <li>• Support in legalizing property, if possible, to compensate as owners and legal holders</li> <li>• Coverage for costs associated with resettlement process</li> <li>• Support in finding resettlement site or assurance of an apartment by the investor</li> <li>• Institutional and social support for resettled people</li> </ul>
	Holders of easement, mortgage, lien upon properties	<ul style="list-style-type: none"> <li>• Cash compensation for loss of right,</li> <li>• Coverage for transactional costs,</li> <li>• For possessors of right of habitation</li> <li>• - coverage for costs associated with resettlement process,</li> <li>• - support in finding settlement site or assurance of an apartment by the investor,</li> <li>• - Institutional and social support for resettled people.</li> </ul>
Non-residential buildings and structures (stables, fences, technical infrastructure, etc.)	Owners, perpetual users, owner-like holders of buildings and structures	<ul style="list-style-type: none"> <li>• Cash compensation at replacement value for lost assets</li> <li>• Replacement or reconstruction of lost asset</li> </ul>
	Holders of usufruct rights	<ul style="list-style-type: none"> <li>• Cash compensation at replacement value for lost assets</li> <li>• Replacement or reconstruction of lost asset</li> </ul>
	Illegal squatters	<ul style="list-style-type: none"> <li>• Cash compensation at replacement value for lost assets</li> <li>• Replacement or reconstruction of lost asset</li> </ul>
	Leaseholders, tenants, users of buildings and structures	<ul style="list-style-type: none"> <li>• Cash compensation at replacement value for lost assets</li> <li>• Replacement or reconstruction of lost asset</li> </ul>
Loss of plants	Owners, owner-like possessors of properties	<ul style="list-style-type: none"> <li>• Cash compensation, including costs for arranging and curing of the planting and for lost crops</li> <li>• Allowing for collection of crops</li> </ul>
	Holders of usufruct rights	<ul style="list-style-type: none"> <li>• Cash compensation, including costs for arranging and curing of the planting and for lost crops</li> <li>• Allowing for collection of crops</li> </ul>
	Leaseholders, tenants, users of properties	<ul style="list-style-type: none"> <li>• Cash compensation, including costs for arranging and curing of the planting and for lost crops</li> <li>• Allowing for collection of crops</li> </ul>
	Illegal squatters	<ul style="list-style-type: none"> <li>• Allowing for collection of crops</li> </ul>
Loss of trees	Owners, owner-like possessors of properties	<ul style="list-style-type: none"> <li>• Cash compensation, including costs for arranging and curing of trees and for lost crops, if necessary</li> </ul>
	Holders of usufruct rights	<ul style="list-style-type: none"> <li>• Cash compensation, including costs for arranging and curing of trees and for lost crops, if necessary</li> </ul>
	Leaseholders, tenants, users of properties	<ul style="list-style-type: none"> <li>• Cash compensation, including costs for arranging and curing of trees and for lost crops, if necessary</li> </ul>
	Illegal possessors of properties	<ul style="list-style-type: none"> <li>• Cash compensation, including costs for arranging and curing of trees and for lost crops, if necessary</li> </ul>
Impact on business and employment due to land acquisition	Sole traders	<ul style="list-style-type: none"> <li>• Cash compensation for lost income during the period of transition</li> <li>• Institutional support for people closing their business</li> <li>• “Land for land” compensation under conditions allowing for continuing agricultural / orchard business or cash compensation</li> <li>• Cash compensation allowing for undertaking agricultural / orchard business actions within a new property</li> </ul>

Impact damages /	Eligibility	Compensation / Solution
	Non-governmental organizations	<ul style="list-style-type: none"> <li>• “Land for land” compensation or cash compensation</li> <li>• Awarding cash compensation in an amount allowing for undertaking actions within a new property</li> </ul>
	Micro-enterprise (employing up to 10 employees)	<ul style="list-style-type: none"> <li>• “Land for land” compensation under conditions allowing for continuing business or cash compensation</li> <li>• Cash compensation allowing for undertaking business actions within a new property</li> </ul>
		<ul style="list-style-type: none"> <li>• Cash compensation</li> <li>• Institutional support for people liquidating their business</li> </ul>
		<ul style="list-style-type: none"> <li>• “Land for land” compensation under conditions allowing for continuing agricultural / orchard business or cash compensation</li> <li>• Cash compensation allowing for undertaking agricultural / orchard actions within a new property</li> </ul>
	Small enterprises (employing from 10 to 50 employees)	<ul style="list-style-type: none"> <li>• Cash compensation.</li> </ul>
	People working under civil-law contracts	<ul style="list-style-type: none"> <li>• Awarding entrepreneurs with compensation allowing for maintaining the highest possible number of work places,</li> <li>• Institutional and social support for unemployed people.</li> </ul>
	People working under employment contracts	<ul style="list-style-type: none"> <li>• Awarding entrepreneurs with compensation allowing for maintaining the highest possible number of work places</li> <li>• Institutional and social support for unemployed people.</li> </ul>
Loss of or limited access to social facilities	All PAP living in the area covered with Works Contract implementation effects	<ul style="list-style-type: none"> <li>• Reproduction of social facilities within another area</li> <li>• If reproduction of facilities within another area is not feasible or groundless, then assure the access to the existing social facilities</li> </ul>
Commune Assets	Commune	<ul style="list-style-type: none"> <li>• Reconstruction or replacement of the lost structure in consultation with communes.</li> </ul>
Temporary acquisition of properties	Owners, perpetual users, owner-like possessors of properties	<ul style="list-style-type: none"> <li>• Cash compensation,</li> <li>• Reinstate the property to its previous status.</li> </ul>
	Illegal possessors of properties	<ul style="list-style-type: none"> <li>• Reinstate the property to its previous status.</li> </ul>
	Leaseholders, users of properties	<ul style="list-style-type: none"> <li>• Cash compensation,</li> <li>• Reinstate the property to its previous status.</li> </ul>

Owners and co-owners of the acquired properties, who are entitled to compensation due to acquisition of ground properties by the State Treasury, were identified on the stage of socio-economic survey.

Within the scope of temporary acquisition of properties, owners, perpetual usufructuaries, leaseholders and users of properties may occur outside the lines splitting the area of Contract.

Details concerning the eligibility of people – living within the splitting lines for the Contract area – entitled to compensation are included in Appendix no. 2 to this LA&RAP.

## 10 Social consultations and public participation

In relation to obtaining a loan from the World Bank's funds and the necessity of implementing the resettlement process principles stemming from the requirements of OP 4.12, the Investor has taken actions aiming at engaging the society in LA&RAP development and implementation. Society engagement is treated as a continuous process whose correct implementation is anticipated to enable mitigation of risks related to a potential social conflict for the Contract.

So far, the local commune was informed about the planned Contract by notices, posted on the website of the Province Office and – as it is customary – on publicly available bulletin boards in towns where the Contract will be implemented. The local commune was informed about the fact the PIU filed an application for the issuance of a decision on environmental conditions, for conduction of that proceeding, and for the issuance and the possibility of appealing against the subject decision, and subsequently about the submission of the request for an IPIP, about the fact of IPIP issuance and the possibilities to appeal against the decision. In addition, PAPs holding real properties in the area of implementation of the Tasks were informed by letter about the above circumstances by the Małopolski Governor.

In November 2017 the Consultant informed private owners of the acquired properties in writing about the planned socio-economic survey to be conducted in December 2017. In its correspondence, the Consultant explained the validity of the planned survey, main objective of which was to determine the impact of the planned Contract on the quality of life of households of the owners of expropriated properties.

During the socio-economic survey the PAPs were provided with information on the planned Contract/Works Contract and on rules and rights related to the purchase of the properties.

Table 3. Initial identification of stakeholders participating in public consultations, units affecting the development and implementation of LA&RAP.

External stakeholder	Type of impact on LA&RAP
competent Minister	1. Consideration of the appeal against IPIP 2. Consideration of the appeal against the decision establishing compensation amounts
Małopolski Governor	1. Issuance of IPIP 2. Issuance of the decision establishing compensation amounts
Mayor of Cracow	1. Support in identification of local society's needs 2. Direct participation in public consultations
Prefect of Cracow	1. Support in identification of local society's needs 2. Direct participation in public consultations
Commune Administrator of Liszki	1. Representation of the Commune of Liszki as a unit to be expropriated 2. Informing PAPs on public consultations 3. Direct participation in public consultations
City Council of Cracow and Commune Council of Liszki	1. Representation of the City/Commune, as above, as a unit to be expropriated 2. Informing PAPs on public consultations 3. Direct participation in public consultations
Village Administrator of Kryspinów	1. Informing PAPs on public consultations 2. Direct participation in public consultations
Village Administrator of Piekary	1. Informing PAPs on public consultations 2. Direct participation in public consultations
Units to be expropriated	1. Determination of needs and of damage suffered due to the planned expropriation 2. Selection of indemnity and compensation forms 3. Direct participation in public consultations 4. Participation in an inventory
Citizens of Cracow and inhabitants of the Commune of Liszki	1. Direct participation in public consultations

### Public consultations for the Draft LA&RAP

After completing the works on the Draft LA&RAP and obtaining – upon its basis – the acceptance of the World Bank for commencing the publication procedure, the document has been consulted with the public in accordance with requirements of the World Bank's operational policy (OP 4.12), which aimed at allowing natural persons, institutions, and any other stakeholders for acknowledging contents

of that document and for assuring the possibility of filing potential remarks, questions, and applications in reference to its contents.

In accordance with the operational policy OP 4.12, publication of the Draft Land Acquisition and Resettlement Action Plan started on June 12, 2019 with publication of an announcement in Dziennik Polski (local magazine). The announcement invited natural persons, the authorities, and interested institutions to review the Draft LA&RAP for Works Contract 3A.3.

Every interested individual was able to acknowledge the Draft LA&RAP (hard copy) from June 12, 2019 to July 2, 2019 (inclusive) in the following offices:

- State Water Holding Polish Waters, Regional Water Management Authorities in Cracow (PGWWP RZGW in Cracow), 36. Kraszewskiego Street, 30-110 Cracow, on working days, from 9:00 am to 2:00 pm,
- State Water Holding Polish Waters, Regional Water Management Authorities in Cracow – Water Supervision Unit in Cracow, 278. Kryspinów Street, 32-060 Liszki, on working days, from 10:00 am to 1:00 pm,
- OVFM Project Office, AECOM Polska Sp. z o.o., 1. Pokoju Alley (Building K1 – 4<sup>th</sup> floor), 31-548 Cracow, on working days, from 7:30 am to 3:30 pm;

or a digital version of the document published on the following publicly accessible websites:

- PGW WP RZGW in Cracow at - [www.krakow.rzgw.gov.pl](http://www.krakow.rzgw.gov.pl),
- OVFM PCU at – [www.odrapcu.pl](http://www.odrapcu.pl),
- Commune Office of Liszki at - [www.liszki.pl](http://www.liszki.pl),
- City Office of Cracow at – [www.bip.krakow.pl](http://www.bip.krakow.pl),
- District Starosty Office in Cracow at – [www.powiat.krakow.pl](http://www.powiat.krakow.pl).

Every interested individual was able to provide remarks and applications in reference to the Draft LA&RAP in writing and in an oral form at the aforementioned addresses or in a digital form to the e-mail address: [jrp.krakow@wody.gov.pl](mailto:jrp.krakow@wody.gov.pl), on working days – from 06/12/2019 to 07/02/2019 (inclusive). The institution relevant for consideration of remarks and applications was the PGW WP RZGW in Cracow – contact persons: Mrs. Ewa Uczniak-Grzanka, tel. +48 12 628 09 83; and Mr. Rafał Sionko, tel. +48 12 628 09 83.

Detailed information on the possibility to acknowledge that document and on the possibility to file applications and remarks (along with indication of detailed contact data: telephone numbers, e-mail addresses, addresses of places where the draft document may be reviewed, opening hours) were published in an Announcement placed:

- At websites of: PGW WP RZGW in Cracow at - [www.krakow.rzgw.gov.pl](http://www.krakow.rzgw.gov.pl), OVFM PCU at - [www.odrapcu.pl](http://www.odrapcu.pl), Commune Office of Liszki at - [www.liszki.pl](http://www.liszki.pl), City Office of Cracow at – [www.bip.krakow.pl](http://www.bip.krakow.pl), and District Starosty Office in Cracow at - [www.powiat.krakow.pl](http://www.powiat.krakow.pl);
- In local press – Dziennik Polski;
- On notice boards in the office of: PGW WP RZGW in Cracow, PGW WP RZGW in Cracow – Water Supervision Unit in Cracow, City Office of Cracow and District Starosty Office in Cracow, and Commune Office of Liszki;
- As well as on notice boards placed in locations visited by the local society, i.e.: Cultural Center of Podgórze – Tyniec Club, Local Kindergarten no. 133 named after Father Leon Knabit, Department Store at 74B. Bogucianka Street, and also on local notice boards at performance sites: at 2. Bogucianka Street and at 26. Benedyktowska Street in Cracow, and at Św. Jana Kantego Street and at 3. Rynek Street in Liszki.

The aforementioned announcement also contained information on the possibility of attending an opened meeting and discussion for all interested individuals, organizations, and institutions, which was planned for July 4, 2019 (with indication of a place, date, and time of the meeting).

Additionally, that information was submitted (personal invitations) to public institutions interested in implementation of the Project, i.e. to the following:

- District Starosty Office in Cracow,
- City Office of Cracow,
- City Council of Cracow,
- Head of the Liszki Commune,

- Liszki Village Administrator.

Publication of the Draft LA&RAP – commenced officially on June 12, 2019 – ended after 21 days on July 2, 2019. In the publication period for the Draft Land Acquisition and Resettlement Action Plan there were no visits of people, who would like to review the document provided, and there were no questions or applications received – neither by post nor by e-mail or phone – and they were not provided personally to Offices of the PGW WP RZGW in Cracow and in Kryspinów and to the Consultant’s Office. However, it was observed that there is an interest in that document. It was noted that files were downloaded from the websites listed under the announcement.

No additional questions, remarks or applications on the Draft LA&RAP were also provided until the completion of works on this report. Such a small public interest in the Draft LA&RAP may result from the fact that compensation for the properties acquired for the State Treasury has been paid in most of the cases.

An opened public consultations meeting on the Draft Land Acquisition and Resettlement Action Plan for the Works Contract 3A.3 Section 4 - Right embankment of the Vistula from the Skawinka estuary to the Kościuszko Barrage, as implemented under the Odra-Vistula Flood Management Project, was held on July 4, 2019 at 4:00 pm in the office of PGW WP RZGW in Cracow – Water Supervision Unit in Cracow, 278. Kryspinów Street, 32-060 Liszki (Commune of Liszki).

14 people attended the meeting in Kryspinów, and the following persons were among the attendees: representative of the local authorities – Commune Office of Liszki, village administrators for the neighboring localities of Piekary, Kryspinów, and Jeziorzany. Representatives of units directly engaged in implementation of the OVFMP also attended the meeting, i.e.: Project Implementation Office of PGW WP RZGW in Cracow, OVFM Project Coordination Unit, and the Consultant-Engineer’s Team (including the: Project Manager, Supervising Engineer – Resident Engineer, and the properties team).

At the meeting (opened for anyone interested in implementation of the Project), during the public discussion, each attendee was able to inform oral or written comments/remarks to the Draft LA&RAP. No additional questions and remarks - for which the answer would require time – were provided during the meeting. The questions asked during the meeting were mostly referring to the issues described in detailed in the LA&RAP – they were discussed and answered during the meeting; thus, they do not require updating of the Draft LA&RAP.

Within the framework of text replacement notified by PIO PGW WP RZGW in Cracow the final LA&RAP was updated with an agreement template for temporary acquisition, which was handed over by the OVFM Project Coordination Unit.

A report on the meeting was developed and it was submitted to the World Bank. The Report forms Appendix no. 8 to the LA&RAP.

The final LA&RAP – after obtaining WB’s “no objection” clause – shall be made accessible to the interested parties, e.g. through publication on the website, where it will be available until the end of Contract implementation. Any updates to the LA&RAP shall also be available to the interested parties on websites of the PIU and of the OVFM PCU.

## 11 The complaint management mechanism

This LA&RAP assumes a principle stating that the PIU shall take any and all action aimed at settling the complaints concerning the Contract amicably. The complaint management mechanism is diversified to integrate it with the administrative procedures binding for various stages of Contract preparation.

### 11.1 THE GENERAL COMPLAINT AND MOTION MANAGEMENT MECHANISM

The general complaint and motion management mechanism shall be applied to the following complaints and motions:

- a) those submitted during the social consultations concerning this LA&RAP draft;
- b) those submitted after issuing the decision determining the amount of compensation for the expropriated real property.
- c) filed directly to PIU, PCU, PGW WP or other entity acting on behalf of PAPs.

Concerning this mechanism, the primary principle adopted by the PIU is giving everyone the right to submit a complaint or motion concerning the Contract regardless of the fact if their real property, rights or assets are situated in the area intended for Contract implementation or not.

Submitting complaints or motions is not subject to fees. Furthermore, the person filing a complaint or motion may not be exposed to any damage or allegation on account of such submission.

Complaints and motions may be submitted in written, electronic and oral form to the minutes. They may be submitted directly to the headquarters of:

- PGW WP RZGW in Cracow, mailed to the address (22. Marsz. Józefa Piłsudskiego Street, 31-109 Cracow)
- Via telephone: +48 12 62 84 306
- or via e-mail to: [krakow@wody.gov.pl](mailto:krakow@wody.gov.pl)

Complaints and motions shall be archived in a relevant register, with the dates of their submission, dates of providing answers and the method of resolving.

If processing of a complaint or motion requires a prior review and clarification of the matter, other materials shall be collected and surveys and analyses shall be performed, etc.

The complaint or request will be reviewed immediately, which means that an official notice of how the complaint or request will be handled must be given to the party without undue delay. Such a notice shall include the identification of the entity from which it originates, an indication of how the complaint has been handled and a signature stating the name, surname and official position of the person authorized to handle the complaint or request.

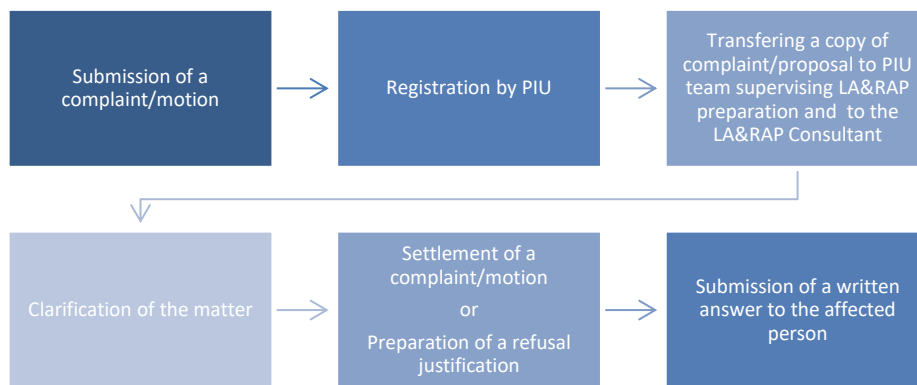
In particularly complex cases as well as in cases where the examination of the complaint or motion requires introducing changes to the LA&RAP, the term allowed for answering a complaint or motion shall be extended to 30 days. If this term is too short, the party shall be notified of the cause for not receiving a subject matter answer to the party's complaint/motion on time; the term of providing such an answer shall also be stated.

In the case of a refusal to settle a complaint, the person submitting the complaint or motion shall be informed in an exhaustive manner about the causes for the refusal.

A diagram of the general complaint and motion management mechanism is presented below:

**Figure 5 - Scheme of general mechanism for management of complaints and proposals**





Special complaint and motion management mechanisms are directly connected with the IPIP issue proceedings as well as the determination of compensation for the lost right to the real property and related assets (e.g. civil profits, appurtenance or devices and machines unfit for use in a different location).

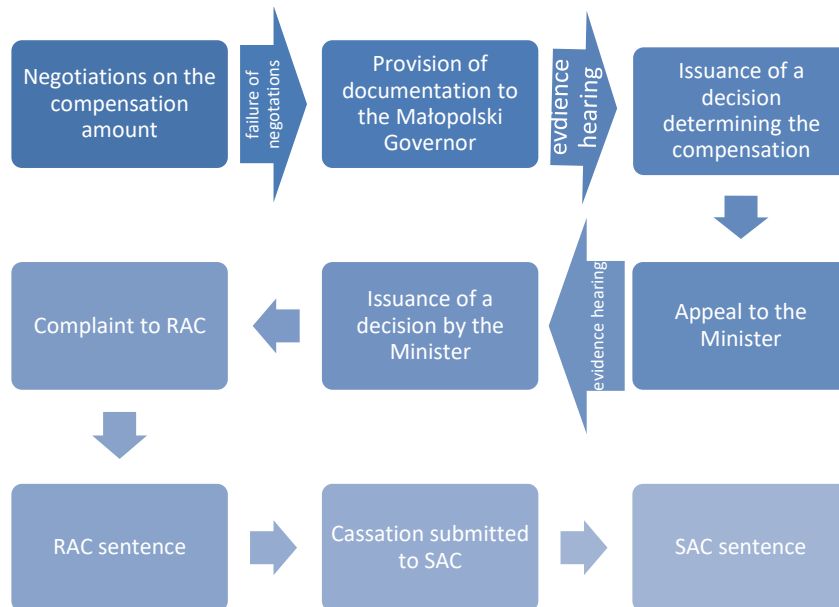
PAPs' rights in the proceedings concerning the issue of the decision determining the amount of compensation are analogous to those in the IPIP proceedings. It means that the PAPs have the right to actively participate in those proceedings free of charge, submit remarks and motions, appeal against the decision issued by the Governor, and submit a complaint about the appeal decision issued by the competent Minister to the relevant Regional Administrative Court and then - to the SAC. However, unlike in the proceedings concerning the IPIP issue, a complaint to the RAC about the decision determining the amount of compensation is subject to a proportional court fee which depends on the due amount of money covered by the decision which is appealed against and equals:

1. up to PLN 10,000 – 4% of the complaint subject value, but no less than PLN 100;
2. over PLN 10,000 up to PLN 50,000 – 3% of the complaint subject value, but no less than PLN 400;
3. over PLN 50,000 up to PLN 100,000 – 2 % of the complaint subject value, but no less than PLN 1.500;
4. over PLN 100,000 – 1% of the complaint subject value, but no less than PLN 2,000 and no more than PLN 100,000.

The court fee for cassation to the SAC equals a half of the court fee for the complaint to the RAC, but no less than PLN 100.

If PAP is not able to bear the cost of the trial, he/she is entitled to submit an application on releasing for the obligation of bearing the court fees.

**Figure 6 - The complaint management mechanism at the stage of issuing a decision determining the compensation amount (after issuance of IPIP)**



## 11.2 THE SUBMISSION MECHANISM OF COMPLAINTS AND MOTIONS CONCERNING THE IMPLEMENTATION OF THE CONTRACT FOR WORKS

The mechanism of submitting complaints and motions concerning the construction and assembly works conducted by the Contractor shall be implemented at the beginning of the whole process and shall be binding throughout the entire period of implementation, functioning and closure of the Contract.

### 11.2.1 Places where complaints and motions may be submitted

A complaint or motion may be submitted by the party in one of the three following places:

1. Directly in the main Project office, which shall fulfil the function of a consultation point:  
AECOM Polska Sp. z o.o., Odra-Vistula Flood Management Project Office, 1. Pokoju Alley, Building K1, Cracow 31-548,  
Mrs. Marta Rak, tel. +48 601 824 298 (Senior Supporting Expert for Properties and Technical Assistance for the Client, AECOM Polska Sp. z o.o.),  
Mr. Tomasz Jankowski, tel. +48 505 028 137 (Properties Specialist, AECOM Polska Sp. z o.o.).
2. Directly in the Employer's office:  
PGW WP RZGW in Cracow  
22. Marsz. Józefa Piłsudskiego Street  
31-109 Cracow  
+48 12 62 84 306 (Ms. Ewa Uczniak-Grzanka PGW WP RZGW in Cracow Chief Specialist, Mr. Rafał Sionko PGW WP RZGW in Cracow Specialist).
3. Directly in the office on the construction site (the address of this office will be announced on the website of the Works Contract within 1 month before starting work).

In addition, complaints and motions may be submitted:

- via mail to the addresses, as above, or
- via internet:

Website: <http://krakow.wody.gov.pl/>

e-mail: [krakow@wody.gov.pl](mailto:krakow@wody.gov.pl)

### 11.2.2 Terms of considering complaints and motions

Terms of considering complaints and motions:

- Proposed resolution: immediately, within 30 days of receipt of the complaint.

The principles referenced in section 11 concerning the consideration of complaints and motions are also binding upon this type of complaints.

The proposed complaint registration form is presented in Appendix no. 17.6

#### **11.2.3 Persons responsible for considering complaints and motions**

Responsibility for reviewing complaints and requests lies with PIO personnel indicated by the PIO manager.

#### **11.2.4 Audits and an independent appeal mechanism**

It is assumed that internal audits of the “complaint and motion mechanism operation” shall be conducted periodically (once in a half year) in order to assess the efficiency of the implemented system.

### **11.3 PERSONAL DATA PROTECTION POLICY FOR THE CONTRACT**

The purpose of the rules below, applied for implementation of this Contract, is to ensure transparency, protection and safety of collection of personal data of PAPs.

#### **11.3.1 Who is the personal data administrator**

In accordance with Article 13 (1) and (2) of the general regulation on the personal data protection dated April 27, 2016, the personal data is administered by the State Water Holding Polish Waters with its registered office in Warsaw 00-844, 80/82. Grzybowska Street. It is responsible for using the data safely and in accordance with the valid law - especially in accordance with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

#### **11.3.2 Contact details for the personal data inspector**

If you have any questions about the manner and scope of processing your personal data regarding the work of the PGW WP, as well as your rights, you can contact the Personal Data Protection Inspector at PGW WP using the address: [iod@wody.gov.pl](mailto:iod@wody.gov.pl)

#### **11.3.3 Legal basis for processing**

The legal basis for the processing of personal data is Article 6 (1) letter e) of Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of **natural persons with regard to the processing of personal data and on the free movement** of such data, and repealing Directive 95/46/EC in connection with Article 3 of the Law of July 8, 2010 on particular conditions for preparing flood management contracts for implementation.

#### **11.3.4 What personal data may be collected and for what purpose**

Personal data is any information of personal character, allowing to identify a particular person. **PGW WP RZGW in Cracow** collects only such data as necessary for execution of the Contract carried out **by PGW WP RZGW in Cracow** (in this case it relates to execution of the Works Contract “3A.3 - Section 4 – The right embankment of the Vistula River from the estuary of Skawinka to the Kościuszko barrage”). Such data is processed solely to the extent provided for by PAPs, with their voluntary consent expressed with a relevant form and may include:

- a) data determining identity: full name and surname and date of birth,
- b) contact details: telephone number, address of registration and/or residence, e-mail address,
- c) data connected with payment of compensation for permanent occupation of property, restrictions in use: PESEL number, series and number of the identity document, parents' names, bank account number.

The consent to store and process personal data is voluntary, lack thereof may however prevent payment of compensations or provision of information to PAPs about commencement of works and their progress.

**PGW WP RZGW in Cracow** stores current personal data of PAPs only, and should inform RZGW in Kraków of any changes to PAP data.

### **11.3.5 What personal data were obtained unless other than from a person who appear and from which source / sources**

In order to identify owners / perpetual usufructuaries / holders of properties that will be subject to permanent acquisition or restriction of use of **PGW WP RZGW in Cracow**, it obtained personal data from the Register of Lands and Buildings and the electronic system of Land and Mortgage Registers. The obtained data is:

- a) data specifying the identity: full name and parents' names (in those cases where they were indicated in the EGiB), PESEL number (in those cases where it was indicated in the Mortgage Register,
- b) contact details: registered address (in those cases where they were indicated in the EGiB).

### **11.3.6 To whom personal data may be made available**

PAPs' personal data may only be disclosed to:

- a) entitled public entities for the purpose of procedures they conduct, when **PGW WP RZGW in Cracow** is so obliged under relevant regulations and documents (e.g. a court summons, injunction order or another legal procedure),
- b) the agencies involved in execution of the Works Contract "3A.3 - Section 4 – The right embankment of the Vistula River from the estuary of Skawinka to the Kościuszko barrage", only as far as necessary for performance of particular activities.
- c) postal operators, in order to inform PAPs,
- d) representatives of the Consultant and lawyers in order to support the implementation of the Works Contract and compensation payments.

Personal data will not be transferred to third countries or to international organizations.

### **11.3.7 The rights of the person to which data applies**

Each PAP has the right to:

- a) access his/her personal data and to update and correct it,
- b) delete his/her personal data ("right to be forgotten") or to move it to another data manager,
- c) limit the processing of one's personal data - some data may be marked as limited to processing in certain cases only,
- d) bring a claim concerning the processing of his/her data by **PGW WP RZGW in Cracow** to a relevant body supervising personal data processing, when PAP considers, that the processing of personal data infringes on the provisions of the general Regulation on the protection of personal data of April 27, 2016 (indicated above),
- e) withdraw consent, at any time, to process his/her personal data by **PGW WP RZGW in Cracow**.

PAP data will not be subject to automated decision-making processes (profiling).

### **11.3.8 Contact to the supervisory authority, to which you can bring a complaint**

President of the Office for Personal Data Protection

2. Stawki Street

00-193 Warsaw

phone +48 22 531 03 00

fax +48 22 531 03 01

Office opening hours: 8.00 am – 4.00 pm

Hotline: 606-950-000 open on working days from: 10.00 am - 1.00 pm

### **11.3.9 Contact persons at PGW WP RZGW in Cracow for privacy policy**

**Data Protection Inspector** in PGW WP tel.: +48 22 37 20 213 e-mail: [iod@wody.gov.pl](mailto:iod@wody.gov.pl)

In RZGW in Cracow:

Tel.: +48 12 62-84-125 (Mrs. Dorota Szamburska – Team Coordinator)

E-mail: [poczta@krakow.rzgw.gov.pl](mailto:poczta@krakow.rzgw.gov.pl)

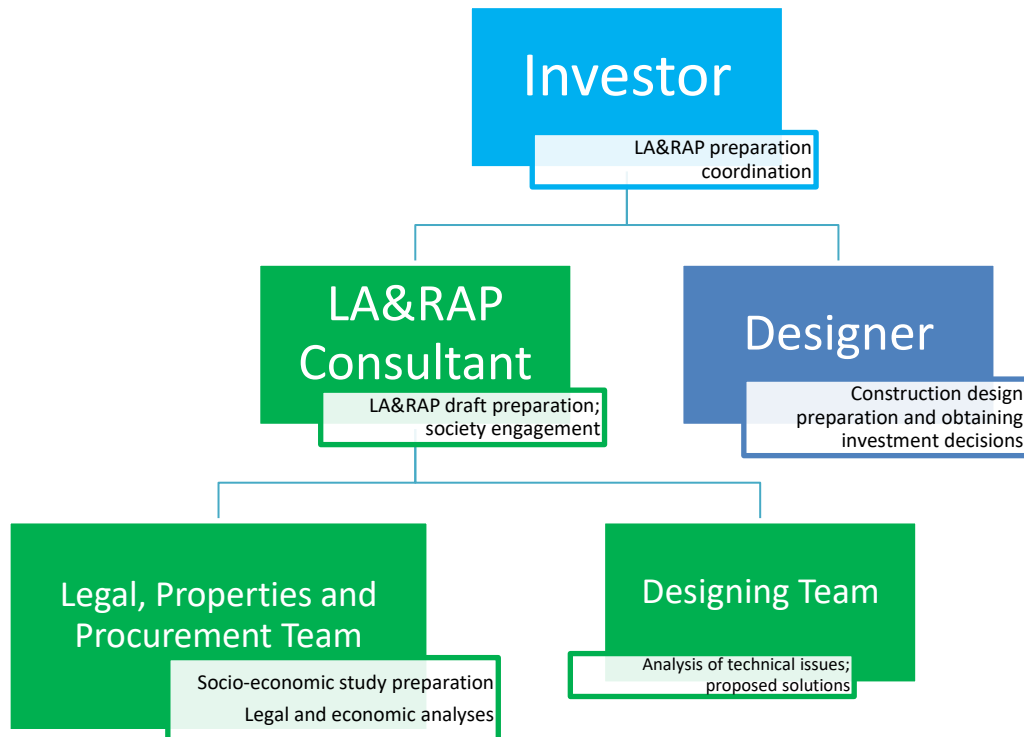
### **11.3.10 The period by which personal data will be kept**

Personal data will be kept until the day of limitation of PAPs' compensation claims.

## 12 Institutional structure and implementation team

The institutional structure of the LA&RAP developing team is presented in the following diagram:

Figure 7 - The institutional structure of the LA&RAP developing team



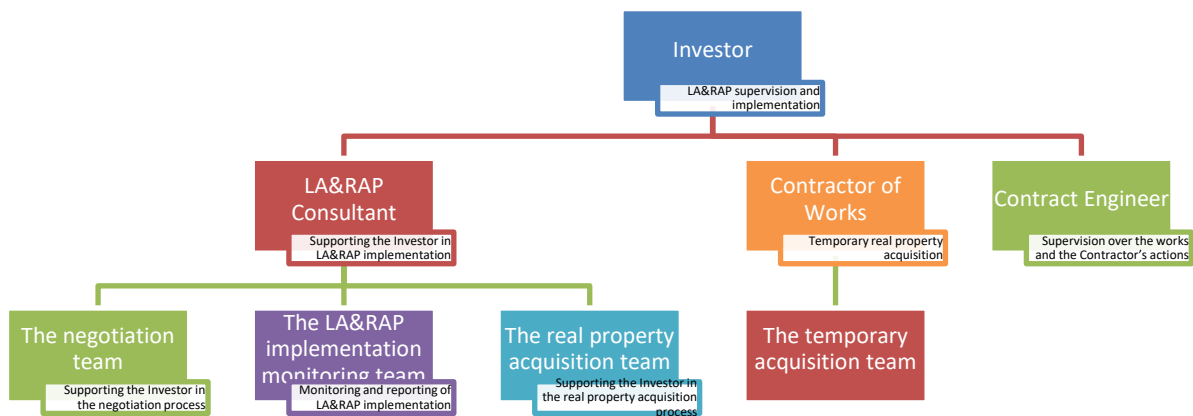
The LA&RAP Consultant for the preparation of this LA&RAP is AECOM Polska Sp. z o. o.

The scope of competence of the LA&RAP developing team is as follows:

1. The Investor – LA&RAP preparation coordination:
  - a. facilitation supervision over LA&RAP preparation;
  - b. ensuring information flow between the LA&RAP Consultant and the Designer;
  - c. ensuring the implementation of changes arising during LA&RAP preparation to the construction design;
  - d. monitoring the LA&RAP preparation process.
2. The LA&RAP Consultant – LA&RAP draft preparation:
  - a. conducting the socio-economic survey and preparation of a socio-economic study;
  - b. collection and analysis of the data on real property management and use;
  - c. performance of public hearings;
  - d. coordination of the social consultation process;
  - e. preparation of impact mitigation proposals and their technical analysis; submission of proposed changes to the construction design to the Investor;
  - f. eligibility analyses;
  - g. preparation of compensation packages;
  - h. LA&RAP draft preparation.
3. Designer:
  - a. preparation of a construction design;
  - b. obtaining administrative decisions, including decisions on the environmental conditions, IPIP;
  - c. a technical analysis of the proposed changes to the detailed design which are presented by the Consultant.

The scope of competence of the LA&RAP implementation team is as follows:

**Figure 8 – The scope of competence of the LA&RAP implementation team**



The scope of competence of the LA&RAP implementation team is as follows:

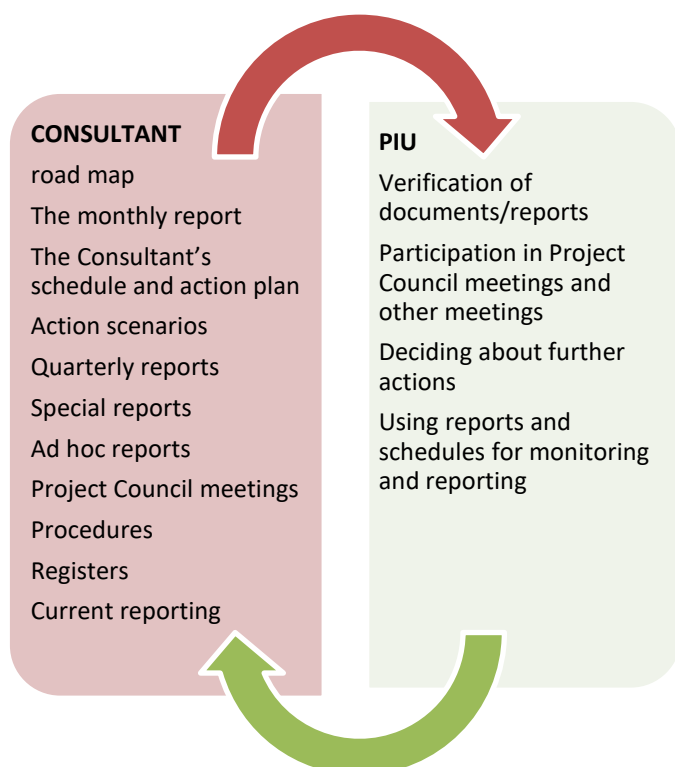
1. Investor
  - a. facilitation supervision over LA&RAP implementation;
  - b. concluding the compensation agreements;
  - c. compensation payment;
  - d. ensuring information flow between the LA&RAP Consultant, the Engineer and the Contractor.
2. LA&RAP Consultant
  - a. negotiation planning and participation in the negotiations;
  - b. preparation of opinions and valuations by expert valuers for the purposes of negotiations with the PAP;
  - c. monitoring of LA&RAP implementation by the Contractor and the Engineer;
  - d. proposals of mitigation actions in case of problematic situations;
  - e. real property taking over.
3. Engineer
  - a. supervision over the commencement and implementation of works;
  - b. supervision over meeting the obligations by the Contractor.
4. Contractor
  - a. real property obtainment for temporary acquisition;
  - b. payment of compensation for real properties acquired for temporary acquisition;
  - c. implementation of works on permanently acquired real properties;
  - d. restoration of real properties acquired for temporary acquisition to their pre-Contract state.

### 13 Monitoring and evaluation

LA&RAP implementation monitoring is an integral part of the Contract monitoring and management system. Therefore, the tools used for Contract implementation monitoring shall be used for the purposes of LA&RAP implementation monitoring. Its task is reporting to financing institutions and providing current information about problems, random incidents and irregularities. LA&RAP is an integral part of the investment process that allows immediate response in the event of problems or irregularities. Ensuring appropriate cooperation between the Consultant, the PIU and the PCU is also of fundamental importance. Schematic flow of information within the framework of the monitoring is shown in the chart below.

General procedures of monitoring and evaluation are described in greater detail in a document entitled Land Acquisition and Resettlement Policy Framework (LARPF) available at the following address: [http://www.odrapcu.pl/doc/OVFMP/Resettlement\\_Policy\\_Framework.pdf](http://www.odrapcu.pl/doc/OVFMP/Resettlement_Policy_Framework.pdf)

**Figure 9** – Scheme of LA&RAP implementation monitoring



It is crucial for LA&RAP implementation monitoring that the Consultant and the PIU register events and facts, in particular via a correspondence register, a register of progress in obtaining titles to use real properties for construction purposes and a compensation payment progress register. The data contained in those registers are used for preparing a set of data on the number of acquired real properties and the amount and type of provided compensation, in accordance with Appendix no. 1. All changes have to be recorded in the registers. The abovementioned registers are the basis for a detailed monitoring of the following parameters:

- a) the number of real properties to be expropriated and those already expropriated,
- b) the number of people requiring resettlement and already resettled,
- c) the number of real properties to be temporarily acquired (planned and achieved),
- d) the sum of all expenses of the resettlement process (planned and achieved),
- e) compensations paid for the loss of legal titles to real properties,
- f) compensations paid for loss of income sources,
- g) the implementation degree and status of protective measures,
- h) the number of complaints.

The LA&RAP implementation monitoring system shaped in this manner allows for a quick reaction to problems and for efficient reporting within the existing Contract management systems. The document shall be updated once in a quarter of a year.

The main indexes to be monitored in relation to the Contract implemented by PGW WP RZGW in Cracow are shown in the table<sup>17</sup> below.

Index	Source of information	Frequency of monitoring	Progress indicator
<b>Assumed parameters</b>			
Number of persons threatened by flooding	Data from model investigations	One-off at the Works Contract preparation stage	Number
Number of hectares of land threatened by flooding	Data from model investigations	One-off at the Works Contract preparation stage	Quantity (ha)
The number of real properties subject to expropriation	IPIP decision	Once, after issuing the decision	Number (items)
The number of real properties subject to permanent restriction in the use of properties	IPIP decision	Once, after issuing the decision	Number (items)
Number of project affected persons (PAPs)	Land and mortgage registers, written extracts from land registers, IPIP decision	Once, after issuing the decision  Continuous updating during the period of agreeing on and paying the compensations	Number
The sum of all expenses of the compensations (planned)	Registers of PGW WP RZGW in Cracow/Consultant	Monthly/Quarterly	PLN
The number of acquired real properties	Registers of PGW WP RZGW in Cracow/Consultant	Monthly/Quarterly	Number (items)
<b>Achieved parameters</b>			
Number of persons protected against flooding	RZGW/ Consultant's records	One-off, after completion of Contract	Number
Number of hectares of land protected against flooding	RZGW/ Consultant's records	One-off, after completion of Contract	Quantity (ha)
The sum of all expenses of the compensations (expenses)	Financial registers of PGW WP RZGW in Cracow	Monthly/Quarterly	PLN
The number of acquired real properties	Registers of PGW WP RZGW in Cracow/Consultant	Monthly/Quarterly	Number (items)
<b>Efficiency indicators</b>			
The number of complaints	Registers of PGW WP RZGW in Cracow/Consultant	Monthly/Quarterly	Number (items)
The number of addressed claims	Registers of PGW WP RZGW in Cracow / the Consultant	Monthly / Quarterly	Number (items)
Paid compensations, other	Financial registers of PGW WP RZGW in Cracow	Monthly/Quarterly	PLN

LARAP activities will be continuously monitored, on the basis of established indicators, as well as periodically updated by the Consultant's team and by the PIO, as the works progress and new factual

<sup>17</sup> Since there are no physical and economic resettlements, PAP will remain in their households and impact on level of income is not anticipated.



and legal circumstances emerge which affect the implementation of its provisions. It will allow, among others, for: provision of relevant information to Project Affected Persons, early risk identification and implementing the methods that allow for the risk minimization or elimination. The monitoring results will be presented in the monthly reports and in quarterly reports. The ex-post evaluation will be conducted six months after the LA&RAP is fully implemented and its objectives will be assessed and it will provide documented evidence that directly affected PAPs have successfully established a standard of living equal to, or better than, pre-Project levels.

## 14 Costs and budget

No.	Item	Unit	Price PLN/m <sup>2</sup>	Area [ha] Qty. [items]	Total [PLN]
1	Permanent acquisitions (including crops, plantings, and infrastructure) (value assessed based on decisions issued by Małopolski Governor setting out amount of compensation for expropriated properties)	Hectare	-	9.7781 ha 120 items	2 200 000.00 <sup>18</sup>
2	Permanent restriction in the use of properties	unit	data n.a.	0.0110 ha 1 item	data n.a.
3	Court costs <sup>19</sup>	n/a	data n.a.	data n.a.	data n.a.
4	Costs of implementation of LA&RAP <sup>20</sup>	n/a	data n.a.	data n.a.	data n.a.
5	Unexpected costs (+20% to the total of items from 1 to 2)	PLN	n/a	n/a	440 000.00
6	Total: (items No.: 1-5)	PLN	n/a	n/a	2 640 000.00

Information on the amount of compensation for permanent restriction in the use of properties shall be supplemented after developing an evaluation by an appraiser.

The compensation is paid by the Investor, i.e. by PGW WP RZGW. The funds are guaranteed by the State Treasury and distributed via the Ministry of Finance and the Ministry of Maritime Economy and Inland Navigation to Polish Waters.

PAP receives compensation from the bank account of PGW WP RZGW to an indicated bank account or if PAP does not have a bank account, the payment will be made by postal order.

The analysis of compensation decision of the Małopolski Governor allowed for determination of prices for properties within the Works Contract area, which in turn enabled estimation of costs defined above. Those values were indicated for the purpose of budgeting and they may be modified.

Contingency costs include potential costs of purchase of "remnants". The costs of implementation of LA&RAP will include, among others, the costs of correspondence with PAP and the costs of money transfers, in case of compensation payment to persons without a bank account.

<sup>18</sup> according to status as of 05/15/2019 the State Treasury has issued PLN 1 114 629.60.

<sup>19</sup> This amount will include the cost of proceedings in administrative and general courts (cost of court registration, cost of experts, cost of litigation, deposits and other associated fees)

Costs in administrative courts may be estimated after the decision of the Małopolski Governor establishing the amount of compensation has been finalised

<sup>20</sup> The amount will be determined at the stage of establishing amount of compensation with PAPs

## 15 LA&RAP implementation schedule

The individual steps necessary for the preparation and implementation of LA&RAP, according to LARPF are shown in the table below. A detailed schedule in this regard is contained in Appendix no. 3 to this document.

LA&RAP DEVELOPMENT			
Steps	Action	Responsibility	Verification of performed actions
1	Preliminary social impact estimation for the Contract	PGW WP RZGW in Cracow – team for LA&RAP verification	PIO in PGW WP RZGW in Cracow – team for LA&RAP verification
2	Determination of the final scope of expropriation and development of a construction design	Designer	PIO in PGW WP RZGW in Cracow – team for LA&RAP verification
3	Determination of coordination framework for LA&RAP implementation with relevant government administration authorities	Consultant – Legal, Properties and Procurement Team	PIO in PGW WP RZGW in Cracow – team for LA&RAP verification
4	Collection of written and graphic extracts from land and building registers and from spatial management plans	Consultant – Legal, Properties and Procurement Team	PIO in PGW WP RZGW in Cracow – team for LA&RAP verification
5	Social impact estimation for the Contract	Consultant – Legal, Properties and Procurement Team	PIO in PGW WP RZGW in Cracow – team for LA&RAP verification
6	Verification and update of collected materials, impact analyses and economic analyses	Consultant – Legal, Properties and Procurement Team	PIO in PGW WPRZGW in Cracow – team for LA&RAP verification
7	LA&RAP draft development	Consultant – Legal, Properties and Procurement Team	PIO in PGW WPRZGW in Cracow – team for LA&RAP verification
8	LA&RAP public consultations	Consultant – Legal, Properties and Procurement Team	PIO in PGW WPRZGW in Cracow – team for LA&RAP verification
9	In the scope resulting from taking into consideration comments and motions to the LA&RAP – verification and update of collected materials, impact analyses and economic analyses	Consultant – Legal, Properties and Procurement Team	PIO in PGW WPRZGW in Cracow – team for LA&RAP verification
10	In the scope resulting from taking into consideration comments and motions to the LA&RAP – introduction of changes into the LA&RAP	Consultant – Legal, Properties and Procurement Team	PIO in PGW WP RZGW in Cracow – team for LA&RAP verification
11	Submission of the LA&RAP to the World Bank	PGW WP RZGW in Cracow	PCU
12	No remarks from the World Bank	WB	
13	LA&RAP publishing (also on the World Bank web page)		PIO in PGW WP RZGW in Cracow – team for LA&RAP verification

## LA&RAP IMPLEMENTATION

Steps	Action	Responsibility	Verification of performed actions
1	Determination of a detailed LA&RAP implementation schedule	Consultant – Legal, Properties and Procurement Team	PIO in PGW WP RZGW in Cracow – team for LA&RAP monitoring and implementation
2	Submission of motions for the IPIP	Designer	PIO in PGW WP RZGW in Cracow – team for LA&RAP monitoring and implementation
3	PIU's acquisition of real properties that shall be handed over as replacement real properties	Consultant – Legal, Properties and Procurement Team	PIO in PGW WP RZGW in Cracow – team for LA&RAP monitoring and implementation
4	Obtaining the IPIP	Designer	PIO in PGW WP RZGW in Cracow – team for LA&RAP monitoring and implementation
5	Informing the PAP about obtaining the IPIP, its effects and the Investor's further planned actions	Consultant – Legal, Properties and Procurement Team	PIO in PGW WP RZGW in Cracow – team for LA&RAP monitoring and implementation
6	Valuation of real property by valuers, in line with the law in force, and valuation verification	Consultant – Legal, Properties and Procurement Team, Financial Team	PIO in PGW WP RZGW in Cracow – team for LA&RAP monitoring and implementation
7	Delivery of the appraisal studies to the expropriated persons and conducting negotiations	Consultant – Legal, Properties and Procurement Team, Financial Team	PIO in PGW WP RZGW in Cracow – team for LA&RAP monitoring and implementation
8	Should negotiations fail – obtaining a decision from the Governor on the amount of compensation	Consultant – Legal, Properties and Procurement Team	PIO in PGW WP RZGW in Cracow – team for LA&RAP monitoring and implementation
9	Payment of compensation or handover of replacement real properties, commencement of other compensation and protective measures stipulated in the LA&RAP	Consultant – Legal, Properties and Procurement Team	PIO in PGW WP RZGW in Cracow – team for LA&RAP monitoring and implementation
10	Physical acquisition of expropriated real properties and commencement of works	Contractor	PIO in PGW WP RZGW in Cracow – team for LA&RAP monitoring and implementation
11	LA&RAP implementation evaluation	Consultant – Legal, Properties and Procurement Team, Financial Team	PIO in PGW WP RZGW in Cracow – team for LA&RAP monitoring and implementation

### CYCLIC TASKS

Step	Action	Responsibility	Verification of performed actions
1	Internal permanent monitoring of LA&RAP implementation	Consultant – Legal, Properties and Procurement Team	PIO in PGW WP RZGW in Cracow – team for LA&RAP monitoring and implementation
2	Reporting to the World Bank	PGW WP RZGW in Cracow – team for LA&RAP monitoring and implementation	PCU
3	Permanent coordination with the government and local government administration authorities	PGW WP RZGW in Cracow – team for LA&RAP monitoring and implementation	PCU
4	Permanent communication with the PAP	Consultant – Legal, Properties and Procurement Team	PIO in PGW WP RZGW in Cracow – team for LA&RAP monitoring and implementation

### POST-IMPLEMENTATION TASKS

Step	Action	Responsibility	Verification of performed actions
1	LA&RAP implementation evaluation	Independent external auditor	World Bank

## 16 Property Acquisition Summary

The table below shows properties acquired by the State Treasury and compensation paid out for permanent acquisition – status as of 05/15/2019.

ACQUISITION OF PROPERTIES										
Permanent acquisition area [ha]	Acquired area for Permanent acquisition [ha]	Acquired area for Permanent acquisition - private land	Total number of plots	Number of plots acquired for permanent acquisition	Number of private plots acquired for permanent acquisition	Number of plots for which compensation has been paid (private plots, communal plots, and State Treasury's plots)	Total number of private owners (natural persons and legal persons)	Number of owners to whom compensation has been paid	Economic resettlements	Physical resettlements
14.6267	14.6267	7.4066	153	153	93	107	141	100	0	0

## **17 Appendices**

### **17.1 REAL PROPERTY ACQUISITION PROGRESS MONITORING TABLE**

Appendix no. 1 – Table attached in an electronic version on a CD.

### **17.2 TABLE - LIST OF REAL PROPERTY, OWNERS AND IMPACTS**

Appendix no. 2 – Table attached in an electronic version on a CD.

### **17.3 REAL PROPERTY ACQUISITION SCHEDULE**

Appendix no. 3 – Schedule attached in an electronic format on a CD.

### **17.4 MAPS WITH PLOTTED BOUNDARY LINES OF THE WORKS CONTRACT SITE**

Appendix no. 4 – The maps are included in an electronic version on a CD.

### **17.5 SOCIO-ECONOMIC SURVEY**

Appendix no. 5 – The survey attached included in an electronic version on a CD. This study is not published because of the protection of personal data in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC.

### **17.6 FORM OF SUBMITTING COMPLAINTS TO THE CONSULTANT (BASED ON WB GUIDELINES)**

Appendix no. 6 – The form attached in an electronic version on a CD.

### **17.7 REPORT FROM THE ORGANIZED PUBLIC DISCUSSION ABOUT THE LA&RAP DRAFT**

Appendix no. 7 – The report on public consultation for the Draft LA&RAP was attached in an electronic version on a CD.

### **17.8 TEMPLATE OF AGREEMENT ON TEMPORARY ACQUISITION**

Appendix no. 8 – Template of a frame agreement on provision of properties for temporary acquisition, which would be applied by the Contractor, attached in an electronic version on a CD.