



Cracow, 19th February 2020

Our ref.:

POPDOW/KR/60549311/20/0387


President of FAG Semafor

18. Kassali Street

33-100 Tarnów

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

RE: answers to questions submitted by e-mail in reference to the Land Acquisition and Resettlement Action Plan for the Works Contract 3D.2/1 *Construction of the Right Embankment of the Biała River in the City of Tarnów*

Dear Mr. President,

Public consultations for the draft document titled "Land Acquisition and Resettlement Action Plan for the Works Contract 3D.2/1 Construction of the Right Embankment of the Biała River in the City of Tarnów", which has been developed in accordance with the World Bank's – i.e. an international financing institution, which granted the Polish Government with a loan for funding flood protection tasks implemented under the *Odra-Vistula Flood Management Project* – operational policy OP 4.12 was held on 02/06/2020. The consultation procedure requires answering all questions – provided orally or in writing – of attendees of such a meeting.

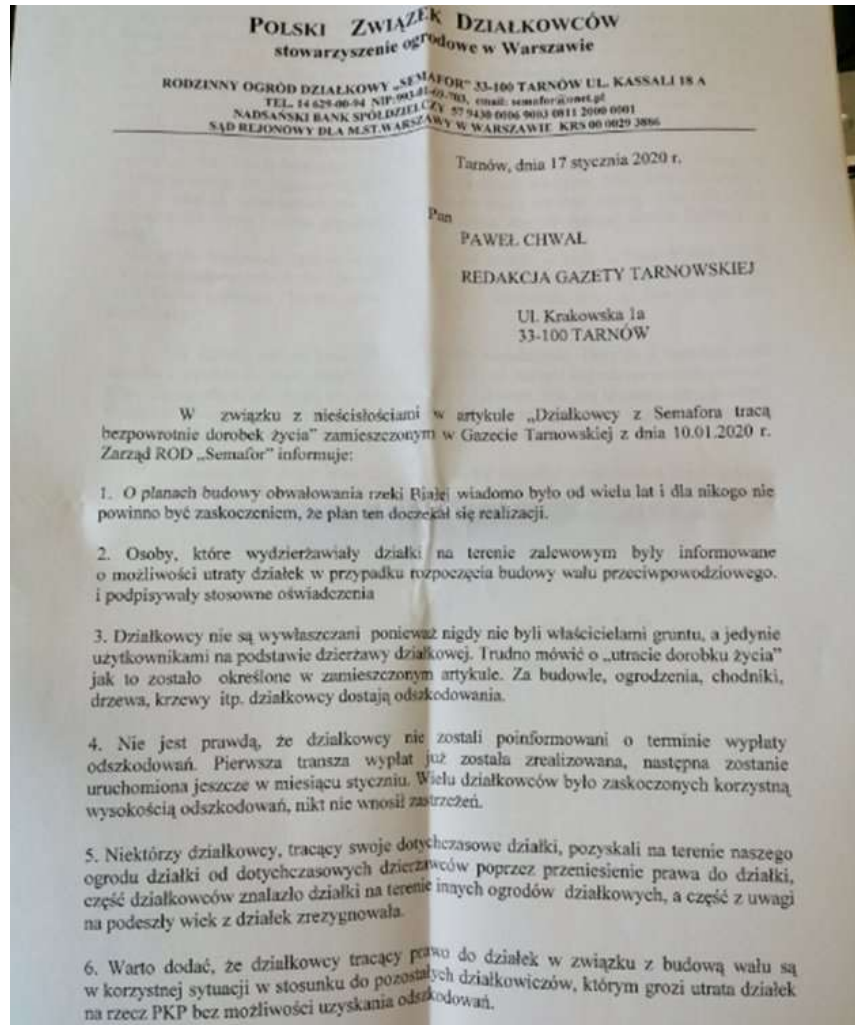
During the meeting, as well as after the meeting one of the attendees asked – in writing – questions to which only you or other members of the FAG Semafor Management Board are able to answer to; thus, we kindly request for assistance in answering to the interested person and presenting the factual status.

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As a consequence, we forward a part of a note submitted to us after the consultations in question:

“(…) Finally, I would like to present you an extract from a letter of the FAG “Semafor” Chairman sent to the editorial office of “Gazeta Krakowska” as a reaction to an article of Mr. Paweł Chwał published there, as well as my answer to that letter sent to the editorial office.



7. Pan [redacted] od wielu lat wiedział, że istnieją plany budowy wału p.powodziowego. Posiadając taką wiedzę, w 2011 roku wydzierżawił od ROD „Semafor” działkę w imieniu syna. Sam nie mógł być dzierżawcą dwóch działek – przepisy na to nie pozwalają. Nie ukrywał, że traktuje ją jako zamienną w przypadku likwidacji już posiadanej działki. Owa wydzierżawiona działka jest zaniedbana, nigdy nie była uprawiana i nie pojawiał się na niej żaden z członków rodziny. Mimo upomnień wysyłanych przez Zarząd ROD Semafor, nikt się działką nie zainteresował i nie zadbał o jej estetyczny wygląd, chociaż przepisy porządkowe nakładają na działkowiczów taki obowiązek.

Jaki cel ma Pan [redacted] twierdząc, że nie ma gdzie przenieść swojej altany. Stojąca odłogiem działka na terenie nie zagrożonym likwidacją jest idealnym miejscem. Można na niej spędzać czas w sezonie wiosenno-letnim. A przy dokonywaniu wyceny można było fakt chęci przeniesienia altany i roślin uzgodnić z rzeczoznawcą, aby nie narażać Skarbu Państwa na straty.

Skarga do Wojewody Małopolskiego skierowana została w imieniu Pana [redacted] i innych działkowiczów ROD „Semafor”. Nie zostały na niej umieszczone żadne podpisy ani wymienione nazwiska. Trudno zatem dociec czy faktycznie stoją za tym jeszcze inni działkowcy.

Answer to the letter of FAG “Semafor” Chairman () sent to the editorial office of “Gazeta Krakowska” after publication of the article on liquidation of allotment gardens within that garden. *There are three truths: holy truth, still true, and bullshit* is a well-known phrase of late father professor Józef Tischner given in “Historia filozofii po góralsku” [History of Philosophy in Highlander's Dialect]. You may have your own opinion on the category to which statements of the Chairman may be qualified. I count it as the third one.

Information on and description of the facts related to the liquidation of allotment gardens are provided by me to various units, and they reflect my knowledge – they obviously are subjective, although I tried to care for the most objective character possible. Any discrepancies between my words and reality result only from my lack of knowledge on the facts generating those discrepancies due to insufficient informing (me or other gardeners) by units participating in the development of embankment or remaining parties in that case. I deem that the insufficient informing is an intentional action or is an effect of flagrant negligence by those units.

Statement of the Chairman, (), especially in the part referring to me personally, is a manipulation containing convenient facts and not the entire truth; hence it is a plain lie.

Ad. 1 The gardeners factually discussed plans of developing the embankment, which is to protect the allotment gardens, but first: it was alleged that they would be protected by it and it will not remain a reason for the liquidation; second: such rumors are being repeated for at least 3 decades and are stronger at each and every flood usually inundating the allotment gardens located at the lowest elevations. The first flood after 1992, i.e. after I bought the allotment garden with my wife, during which water flooded the allotment gardens located higher took place in 1997. However, that great flood, which has severely flooded e.g. Tuchów, did not make any greater damage on our site. Water spilled over fencing walls and discharged on the same day. The only loss was decorative bark applied underneath the plants, which was taken away by the flowing water. However, the issue of developing the embankment was alive again back then – surveyors arrived, colored pegs were provided. And nothing happened. Again nothing. After thirteen years – when echoes of developing the embankment were even weaker – the memorable flood of 2010 came and water flooded the most of FAG “Semafor”. Until now you can find in the Internet a statement

of the Vice-Mayor of Tarnów, Henryk Słomka-Narożański, that the embankment is to be developed and that the Marshal has funds for it. It was mentioned by Andrzej Skórka **on June 14, 2010** in the article suggesting that something has already been decided in that case: **“Embankments at Biała in Tarnów will be extended”**. Similar assurance was informed by the Province Authorities, about which you have personally noted in the article dated **July 21, 2011**: **“After the flood in the area of Tarnów: you cannot repair embankments at Dunajec and Biała with promises”**. In **2013** you informed at „naszemiasto.pl” (**June 3**) that: *Pompous announcement of developing new flood embankments along the River Biała will bring nothing. The Małopolski Board of Amelioration and Water Structures terminated an agreement with company, which was designing it, because it did not keep the established deadlines.* Just on **March 16, 2017** you wrote in an article titled: **“Region of Tarnów. There is no money to fight floods”** about **hope** gave by the then Małopolski Governor, Józef Gawron, in reference to the development of embankment. (The most of gardeners did not read those articles back then, and I also did not). But the planning works have already been in progress (I know about it just now), starting from the break of 2014/2015. On **August 31, 2017** that **hope** became a fact; however, it is a pity that no one thought about informing the gardeners reliably. When such information (unreliable, not full, containing numerous understatements and possibly intentional concealments) was given during the meeting of June 15, 2019, it is hard to be surprised that the attending gardeners addressed it with high distrust and disbelief that the promises will be fulfilled, just as in case of previous rumors. I am certain of one thing: the gardeners were kept anxious through the years, they lived with a feeling of risk and senselessness of actions undertaken to reduce damages caused by floods, with a sense of wrong, as they did not get any support or help – it was a mix of hope and disappointment, promises and not fulfilling them. The Chairman’s statement that it was *well known* is not justified.

Ad. 2. Some lawyer said in a television program that if you would like to win a case in the court you need to say to the opposite party: “Prove it!” Let the Chairman show those 295 or at least 188 statements. Neither I nor my wife have ever signed such a statement, so the Chairman cannot have it. Besides, while purchasing the allotment garden in 1992 we were not aware at all that it is located within a flood plain. No one informed as about it, and our euphoria caused by the fact that we finally managed to get the allotment garden, some greenery for our kids raised in a block of flats (Jasna II Estate), resulted in not thinking about it back then. If a term “flood plain” was used then, it was referring to allotment gardens located at the lowest elevations, and they have factually been flooded each time. We knew that the garden had a status of “permanent garden”, i.e. such, in reference to which there are no plans of other use, and where it is possible to construct garden sheds and other facilities. It shall be emphasized that there was no flood on our allotment garden until 2010, because in 1997 (as stated above) it only spilled over the fencing wall.

Ad. 3. Let the Chairman speak for himself – in our case the allotment garden and facilities we had there is the only material property we had, except for our apartment. (I would like to emphasize the word “material”, as “man cannot live by bread alone”, and other values had always have greater meaning in our lives). Many other gardeners – pensioners and annuitants – were in similar situation. We met some of them personally in the years 1992-2019. That only property was not an effect of some extraordinary laziness, but of living circumstances, hard moments and aversities we faced. At purchasing the allotment garden in 1992 we already had three children (including one adopted from the Cracow’s orphanage). Setting ourselves at the allotment garden was

interrupted by cancer I got in 1995. However, just within a three-years-long rehabilitation period I commenced first construction works. After approving a design of house, fence, and other facilities and full setting-out of the allotment garden, the following were constructed: fence, composter, main alley, foundation of the house, and one wall on the side of designed terrace. Another cancer stopped those works in 2001. Few months later our second daughter was born. We managed to complete the house just in 2010, after gaining a repeated acceptance from the management board. In 2011 I was diagnosed with cancer for the third time. In 2014 I lost my job and had to fight for my rights in the court for three years.

Ad. 4. The Chairman provides general information stating *that the gardeners*, what suggests that those are all of them. Generalization are, as a rule, untrue, because only one exception makes them false. So the Chairman departs from the truth – we have not been so far notified of a time of paying the compensation, we do not know it, as well as we do not know its proposed or granted amount.

Ad. 5. I will not dispute with that information. I would only like to draw attention that it did not release the management board from fulfilment of its statutory liabilities and from acting in the interest of all PAF members – users of FAG “Semafor”, it is to obtain a replacement site for the area taken over based upon the special act, and – after its obtainment – to undertake measures to reinstate the garden. The Chairman tries to cover unjustified negligence in that scope with information, which does not have much to do with legitimacy of expropriation implementation.

Ad. 6. As above. The Chairman only forgot to mention that it is an effect of negligence of the PAF. A decision on transferring that land to PKP was made in the City Office of Tarnów at political transformation, i.e. in 1989. Due to unknown reasons the PAF claimed against that decision just in 2006. That fact proves how much the decision-makers respect the interest of the gardeners, ordinary PAF members. If the PAF did not have a right to use that land, why – at potential acquisition of the allotment gardens by PKP and their liquidation – the compensation due to the gardeners shall not be executed from FAG “Semafor” for fees unduly collected through the years?

Ad. 7. It is a classical move from “*ad rem*” to “*ad personam*” argumentation. It misses substantial arguments, and this is why there is a personal strike with numerous understatements, allusions resulting from foggy memories or intentional manipulation of the addressee.

After the allotment garden was flooded twice in 2010 (30 cm and 165 cm of water) and the newly developed house and almost the entire area of the allotment garden were damaged to a large extent, we were so devastated that almost for two years we have not visited it. Factually, along with our neighbor, almost 70-years-olds Mr. R. D., we found two abandoned allotment gardens located next to each other (one was completely empty, and there was a kiosk requiring demolishing and some large old trees grew on the other) at the garden, which has never been reached by floods. We decided to move our gardening activities there. Due to his age, Mr. R. D. has not constructed a garden shed on his allotment garden. He accepted our proposal that we would manage both of the allotment gardens together, we will not separate them, and will commonly use our house moved from the other garden. However, until leaving the previously used allotment garden we could not have received the other one, so our son formally applied to the management board to obtain it. After indicating those allotment gardens to the management board, a day of signing the agreements was established. When everyone attended, the Chairman informed that one of those allotment gardens (the empty one) has already been handed over to another user. In short: we were cheated. In that situation Mr. R. D. resigned from moving and our son obtained the allotment

garden without a fence, and without electric power and water. (From 2011 the management board collects fees from me for the right to use water, but I do not use water there. I wonder if the management board pays fees for the right of using the water to the waterworks of Tarnów or do they pay for factually consumed water?). In order to gain place for relocation of the house we would also need to remove some of the trees. Moving to that allotment garden would require some expenditures, and we were not able to afford that back then; thus, we did not do it. Subsequently we were informed about losing a dispute by the PAF with PKP. We additionally got information that also the local authorities of Tarnów attempt to acquire those areas (was a park to be developed?), and it came out that the allotment garden does not provide a reliable assurance. When asked on June 15, 2019, the Chairman did not give a guarantee of use stability, and now he says that it is not under risk of liquidation. I do not believe that! I would rather not have anything in common with FAG “Semafor”. Besides, formally the allotment garden is not mine. Suggesting that the issues of replacement sites guaranteed under the special act may be solved – as a replacement – by moving the gardeners from the allotment gardens to be removed to allotment gardens of their relatives or friends is a peculiar and surely not legal idea. Especially when suggesting that they would need to do that before getting the compensation. I would like to ask for what should they do that?

I actually hoped for solving some issues at the evaluation, but knowledge of the Chairman on the course of evaluation is not too impressive. I do not know why does he provide such arbitrary statement in that range. The issue of wastage was raised in my claim, so it seems that the Chairman wants to mock at me in that case. However, while referring to the facts, the inventory (summary of infrastructure elements, garden facilities, and plants) was done by two young people, likely to be representatives of the Consultant (the LA&RAP I provided you with determined that entity this way), who – as they have stated on their own – did not have any authorization to make establishments. An officer enquired about it asked me: “What do you want to establish? Nothing here belongs to you anymore. Everything is owned by the State Treasury. From the moment the governor’s decision became final”. The Chairman should acknowledge the fact that no evaluation expert has contacted me so far, no valuation referring to my allotment garden has been done (at least I do not know about it), and I was not given a chance to make any establishments.

The issue of the condition of allotment garden granted to my son does not have anything in common with the removal of allotment gardens to be applied for the development of embankment, and remains an impudent attempt to discredit me in your eyes. My son has actually received one (and not few, as stated by the Chairman) written admonition dated 05/15/2014, containing the following contents: *During a routine inspection of allotment gardens it was identified that the allotment garden no. ... used by you is unkempt, and there are no traces of actions done in 2014. This situation violates the Regulation of F.A.G. § 84 (1). The F.A.G. Management Board orders you to reinstate the proper conditions of the allotment garden until 05/25/2014. Not observing that instruction shall result in commencing a procedure on acquisition of the allotment garden on behalf of the garden association.* An analogous notification was submitted in reference to my allotment garden. I visited the management board and asked about the provision referred to in the notification, as the regulation I have does not contain it. The Chairman said that the grass is not mown and my allotment garden does not look aesthetic, which is against the regulation. I asked for informing a provision determining a height of grass on allotment garden, so I would be able to reach it at mowing (as I was completely aware that it does not exist). Furthermore, I quoted a

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paragraph determining a height of hedges – 1 m, whereas at allotment gardens of the Chairman and other board members it is 3 m. It was not about legitimacy. While referring to aesthetics of both of the allotment gardens I stated, as a graduate of Fine Arts High School in Tarnów, that I may ex cathedra say that for many painters an object of art were blooming, unmown meadows, and a freshly mown Wimbledon (type of grass, and not a stadium) was of no interest. For the purpose of proving an aesthetic dominance of unmown allotment garden over a mown one I attached photos made at the allotment garden of my son and the empty one next to it (the last one on the right), which is only mown by a mysterious user twice a year, which is also against the regulation, but the management board does not care about it. You have seen my allotment garden, so you know that charges raised by the management board against it came out of the blue. Besides, I have enlightened the management board that they cannot afford acquiring it. After acknowledging my arguments by the Chairman (I put a description of its part only in that place), I have not received admonitions anymore.



I signed the claim with my own surname, so it was my claim, although in several other issues I referred to – in accordance with the truth – similar standpoints of other gardeners, with whom I have personally discussed (neighbors from other allotment gardens) or had the ability to acknowledge their opinion during the meeting of June 15, 2019. The Chairman also heard those statements, as he has answered to many of them personally, as well as to many charges against him. It is a pity that the meeting was not recorded, so the Chairman would be able to refresh his memory and would not need to verify if there factually is anyone *behind that*. I was not authorized to provide names (even by those gardeners whose surnames I know), because it was not possible within the development time for the claim (December 17, 2019), just as in case of collecting signatures underneath it in a dead season at allotment gardens. If the gardeners would be properly and reliably informed about the embankment development from the beginning of planning (2014/2015) and implementation of the contract (2017), they would surely have time to provide more protests and collect signatures under them.”



We have not interfered in the text, and we do not dare to abbreviate it. We shall appreciate if we would receive a related answer to questions provided or information that you do not wish to continue the discussion, so we would be able to complete the public consultations process as soon as possible.

Sincerely yours,

.....

Barbara Chammas

Project Manager

AECOM Polska Sp. z o.o.

CC:

- a. Addressee
- b. File
- c. PGW WP RZGW in Cracow

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