

6.4.3 Valuation of plants and crops¹⁵

When valuing tree stands or tree covers, if they contain suitable resources, it is necessary to value the timber included in the tree stand. If the tree stand includes no usable resources, or the value of acquirable timber is lower than the cost of reforestation and maintenance of the tree stand, the valuation should cover the costs of reforestation and maintenance of the tree stand until the day of expropriation.

The valuation of fields of perennial plants involves the valuation of the costs of establishing the field and its maintenance until the first crop as well as of the lost profit in the period from the day 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 for the period of using the field from the first year of yield until the day of expropriation. The valuation of crops and other yields of annual plants involves the valuation of the expected yield according to the current market prices, reduced by the value of expenditures necessary to harvest the crops. The valuation of crops and other yields annual plants involves the valuation of expected yield according to the current market prices, reduced by the value of expenditures necessary to harvest the crops.

6.4.4 Valuation of other assets¹⁶

The remaining assets related to the real property are civil profits, that is income from real property gained on the basis of a legal relationship. When valuing the rights under contracts (including the right of lease, lending and life annuity) and their impact on the real property, the appraiser may in particular consider the following elements:

- type, nature, scope and duration of the contract,
- relevant provisions of the law,
- form of payment,
- type and amount of other benefits,
- method and dates of payment of rent and other benefits,
- rights and obligations arising out of contracts,
- the parties' claims related to the settlement of expenditures on the real property, and
- available information concerning the valuated real property and the particular type and section of the market involving obligations.

¹⁵ The contents of this section are in line with the LA&RPF.

¹⁶ The contents of this section are in line with the LA&RPF.

7. ELIGIBILITY CRITERIA AND CATALOGUE OF ELIGIBLE PERSONS ¹⁷

7.1 Eligibility criteria

According to the World Bank's Operational Policy, the following groups of people are eligible for compensation and assistance in connection with property acquisition causing the loss of assets and (physical or economic) displacement:

(a) those who have formal legal rights to the land or other assets affected by the Project (including customary or traditional rights);

(b) those who do not have such formal legal rights at the time the census begins but have a claim to such land or assets, provided that the claims are recognized under the laws of the country or become recognized during preparation of the RAP;

(c) those who have no recognizable legal right or claim to the property they are occupying.

The persons specified in paragraph (a) or (b) above should receive compensation for the land they lose, and other assistance. The persons specified in paragraph (c) should be provided resettlement assistance in lieu of compensation for the land they occupy, and other assistance, as necessary, to achieve the objectives of OP 4.12, if they occupy the Project area prior to the cut-off date. Persons who encroach on the area after the cut-off date are not entitled to compensation or any other form of resettlement assistance. All persons specified in paragraphs (a), (b), or (c) should be compensated for the loss of assets other than land.

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

In this case, eligible for compensation are only the persons classified as persons not currently holding a title in the land. In accordance with Polish legislation, persons who use a real property without a title are aware that their actions are illegitimate and that the property may at any time return to its owner without any monetary compensation. However, these persons have the right to receive compensation for any structures, plantings and improvements made on the property prior to the cut-off date, and to benefit from appropriate solutions if they must be physically or economically displaced. In such cases, adequate mitigating measures will also be used.

A *mala fide* possessor may demand that only the necessary outlays be reimbursed and only insofar as the owner would have become unjustly enriched at his expense. On the other hand, a *bona fide* possessor may demand that the necessary outlays be reimbursed insofar as they are not covered by the benefits which he gained from the thing; he may demand that the other outlays be reimbursed insofar as they increase the value of the thing at the time it is handed over to the owner.

The method of assessing the impact on PAPs is described in chapter 4.1. Social impacts.

7.2 Catalogue of beneficiaries

The eligibility for compensation and assistance will be based on the following principles:

- PAPs legally possessing a real property on the Project site shall receive full compensation with due account of the 'land for land' rule,

¹⁷ The contents of this section are in line with the LA&RPF.

- lessees, tenants, life annuitants and other dependent possessors of real property in the project's area shall receive full compensation for the loss of these rights;
- possessors of limited property rights in real property in the project's area shall receive full compensation for the loss of these rights;
- owners of crops, plants, structures and other constructions attached to the land shall receive compensation for the crops, plants, structures and constructions;
- residents of houses and flats to be displaced 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 individually selected protective measures,
- PAPs who lose their income, pay or ability to carry out business activity shall receive adequate compensation and, if necessary, a package of individually selected protective measures;
- PAPs illegally possessing real properties on the Project site, who have no title or expectant right to acquire such title, shall receive no compensation for the expropriation from the real property, as this is not allowed under Polish law. However, they will receive compensation for the plants, structures and facilities being their property and, where necessary, a package of specially selected protective measures to restore or improve their quality of life.

For Task 1B.3/1 'Construction of mooring base for icebreakers', the following groups of people have been identified and made eligible for compensation for effects:

a/ illegal possessors of the property;

b/ vulnerable groups;

c/ former lessees.

PAPs will be entitled to receive compensation for the following categories of effects/losses:

- **Compensation for structures, plants and improvements** on the property, made prior to the cut-off date, will be given to PAPs in cash;
- **Compensation for lost plantings** (crops, trees, etc.). The loss of plants will be compensated for in cash, taking into account the costs of making and maintaining the plantings, as well as the value of lost fruits in the period from the date of expropriation until the end of full yield, and for trees based on the estimated value of acquirable timber. The compensation for these components of land applies both to the persons holding a title in the property and to possessors. These elements will be evaluated in valuation reports that will be prepared by independent property appraisers.
- **Costs of household resettlement** – the one person permanently residing in the area remaining after former allotments will be compensated for the cost of moving to a new location. However, as the person does not declare the will to take any items from the gazebo, except personal belongings, the cost of resettlement should not be high. The PAP will also be offered a special package of protective measures including assistance in the search of transport company and coverage of transport costs.
- As compensation, **vulnerable groups** will receive a protective package specifically adapted to their needs. The elderly will be relocated to places devoid of architectural barriers which hinder movement and having equal or better access to health care, and which at the same time make it possible for the elderly to preserve their existing habits and lifestyle. The poor

will be offered assistance in obtaining additional institutional support from government agencies, local government units and non-governmental organisations competent for their issues;

During the preparation for the implementation of this Task, no cases of unregulated legal status of real properties has been identified.

We have identified one person from a vulnerable group. The person requires special assistance by PGW WP RZGW given their age, health condition and the fact of residing on the allotments.

Since the properties are acquired from the Municipality of Szczecin on a voluntary basis, there will also be no compensation paid for the loss of ownership of property subject to permanent seizure. As of the date of this RAP, we have identified no perpetual usufructuaries of the properties or persons exercising entitlements under limited proprietary rights in the properties. We also do not expect any temporary seizure of property, and there will be no impact due to permanent loss of properties by owners or title holders, impact on entrepreneurs and employment or impact due to the location of the investment project – loss or restriction of access to public infrastructure (such as parks).

A detailed catalogue of persons entitled to compensation is contained in Annex no. 3 of this LA&RAP. The appendix may not be published due to the protection of personal data.

Additional entitlements, including identification of the social group, mitigating measures and assistance offered, are listed in the following table.

7.3 Eligibility matrix¹⁸

Impacts/losses	PAP	Compensation
Non-residential buildings and structures (utility buildings, fences, service infrastructure, etc.)	Owners, owner-like possessors of building and structures (if identified)	<ul style="list-style-type: none"> - monetary compensation at the replacement value for lost assets, Replacement or reconstruction of lost asset
	Users (if identified)	<ul style="list-style-type: none"> - monetary compensation at the replacement value for lost assets, Replacement or reconstruction of lost asset
	Illegal possessors of buildings and structures	<ul style="list-style-type: none"> - monetary compensation at the replacement value for lost assets, Replacement or reconstruction of lost asset
	Lessees and tenants of buildings and structures	<ul style="list-style-type: none"> - monetary compensation at the replacement value for lost assets, Replacement or reconstruction of lost asset
	Vulnerable groups	<ul style="list-style-type: none"> resettlement to a location with equal or easier access to medical care as in the expropriated household, support in finding a place of residence with such access, resettlement to a location meeting the PAP requirements, adapting the dwelling unit to the PAP needs (carrying out necessary repairs), Assistance and resources to find new adequate residence institutional and support for the displaced persons
Loss of plants	Owners, owner-like possessors of properties (if identified)	<ul style="list-style-type: none"> monetary compensation, including the costs of arranging and maintaining the plants, and lost benefits, making it possible to harvest
	Users (if identified)	<ul style="list-style-type: none"> monetary compensation, including the costs of arranging and maintaining the plants, and lost benefits, making it possible to harvest
	Lessees, tenants	<ul style="list-style-type: none"> monetary compensation, including the costs of arranging and maintaining the plants, and lost benefits,

¹⁸ The contents of this section are in line with the LA&RPF.

Loss of trees		<ul style="list-style-type: none"> making it possible to harvest
	Illegal possessors	<ul style="list-style-type: none"> making it possible to harvest
	Owners, owner-like possessors of properties (if identified)	<ul style="list-style-type: none"> monetary compensation including, if necessary, the costs of arranging and maintaining the tree stand as well as the lost trees and benefits
	Users (if identified)	<ul style="list-style-type: none"> monetary compensation including, if necessary, the costs of arranging and maintaining the tree stand as well as the lost trees and benefits
	Lessees, tenants	<ul style="list-style-type: none"> monetary compensation including, if necessary, the costs of arranging and maintaining the tree stand as well as the lost trees and benefits
	Illegal possessors	<ul style="list-style-type: none"> making it possible to cut trees and collect the timber

7.4. Former lessees of plot No. 7/16

In implementing Task 1B.3/1 – Construction of mooring base for icebreakers, we have found persons who had leased plot No. 7/11, located at Karpia street in Szczecin, from the Municipality of Szczecin represented by ZBiLK Szczecin. The plot was subdivided into properties marked with the following numbers: 7/16 (area: 1.4445 ha), 7/17 (area: 0.3062 ha) and 7/18 (area: 0.0105 ha). Plots No. 7/17 and 7/18 were subdivided to create narrow rights-of-way directly adjacent to plot No. 7/16, which covers the previously leased areas.

Plot No. 7/16 will be acquired by way of a voluntary agreement to be concluded between the Municipality of Szczecin, and will be the main location of the investment project.

It should be noted that the lease contracts concerned areas that were actually used as allotments but did not meet the legal definition of allotment, contained in the Family Allotments Act of 13 December 2013 (consolidated text: Polish Journal of Laws 2017, item 2176, as amended); Article 2(5) of the Act states as follows: *Whenever this Act refers to a family allotment, it shall be understood as a separated area or areas intended for family allotments, composed of plots and a general-purpose area, intended for common use by the allotment holders and provided with gardening infrastructure.*

After public consultation and obtaining consents by former lessees, we analysed both the documentation related to the lease contracts, that the contents and conditions of termination of the contracts, inventory surveys recorded by the allotment holders and supported with photographs, and the assumptions of the World Bank's Operational Policy OP 4.12.

The analysis was aimed at determining whether the currently former lessees may be classified as project affected persons, which would make them possibly eligible for compensation for the lost right of lease and for other lost assets.

We should point out that according to § 12(3) of the lease contracts, the lessor (Municipality of Szczecin) may terminate the lease contract upon a three months' notice if the leased object is necessary for the Municipality of Szczecin to pursue public objectives or carry out other projects in line with the local development plan, or if the amount of rent specified in § 5(2) is not accepted.

In these circumstances, each of the lease contract was terminated by the lessor, Municipality of Szczecin represented by ZBiLK Szczecin, in accordance with the said § 12(3), upon a three months' notice. The lessees were not compensated for the termination, in particular they were not reimbursed for the outlays incurred on the property.

In the notices of termination, the lessor has stated that the area is necessary to carry out the construction of an all-season mooring base for a group of icebreakers, including auxiliary facilities.

In addition, § 15 of the lease contracts regulated the issue of expenditure incurred by the lessees. In § 15(1), it was stipulated that any outlays which the lessee incurs on or in connection with the leased object shall not be reimbursed. The lessor may retain them with no separate compensation. In § 15(2), the contracts stated that 'the lessee declares that he waives the right to claim reimbursement, now or in the future, under any legal grounds'.

In the light of such regulations contained in the lease contracts, including the fact that they had been effectively terminated before the Investor acquired the property to implement the investment project, and considering the Polish legal provisions, we may conclude that the compensation for the right of lease and other lost assets will not be due.

However, given the World Bank's Operational Policy 4.12, it should be indicated that the regulations concerning involuntary resettlement are applicable always when the Project implementation requires involuntary seizure of property, which implies the loss of assets or access to assets. Involuntary seizure of property means that the identified PAPs have no right to object to such seizure. In addition, involuntary seizure of property also implies a situation where the owner holds title to a property which is occupied or used by others.

Based on the lease contract documentation, we have established that most contracts were concluded in the 1980s. At the moment when the owner submitted the termination notice, most of the allotments arranged on parts of the property which presently forms plot No. 7/16 were fully developed. There were structures typical of allotment environment as well as plants, vegetable gardens and common leisure areas. According to the photographic documentation and descriptions of the allotments made available by the lessees, and according to direct interviews with the lessees, the allotments were a place of rest and family meetings and a playground for children (grandchildren of the lessees). In many cases, the plantings included perennial plants and bushes. The lessees maintained the properties, paid rent and covered all operating expenses for the properties.



Photographic documentation published on consent by former lessees of the plots located at Karpia street

The documentation possessed by ZBiLK Szczecin indicates that, as a rule, the properties were given to the lessees without any developments, infrastructure or utilities. All buildings and improvements on the allotments were erected by the lessees using their own resources. Therefore, an indisputable fact is that it is the lessees who have produced the infrastructure used for the purposes of the allotments.

It should be underlined that the analysed lease contracts for the property situated at Karpia street were terminated by its owner originally in 2007, as the property was to be developed for a project titled 'Construction of Podjuchy Cultural Centre'. The lessees were requested to vacate the property free of any encumbrances. However, as the project was finally not implemented, the property owner withdrew his notice of termination. Some of the lessees have signed new lease contracts, while a few

of them still use the property without a new contract. As of today, it is impossible to determine when a part of the persons using the property without a title left the property.

While preparing the socioeconomic study at the Task site, and during several field audits, we found four (4) PAPs illegally using the property.

Having analysed the rights to compensation enjoyed by former lessees from Karpia street, we have established that only the following rights remain to be considered:

- a) seventeen (17) former lessees who, despite the original termination of the contracts due to a plan unrelated with the Project, have signed new lease contracts with the owner, which contracts were then terminated due to the Investment Project connected with flood protection, including one (1) lessee who has submitted a statement of waiver of all claims and rights to compensation;

- b) four (4) persons illegally possessing the property (some of whom are the former lessees who have not signed new lease contracts in 2008), found on the property during the socioeconomic study.

Therefore, if during implementation of the investment project any persons are revealed who have not signed new lease contracts with the owner and have not been disclosed during several site visits (including during the socioeconomic study) as contractless users of the property, such persons will not be classified as project affected persons. Thus any claims filed by such persons will be rejected. This is justified by the absence of causal link between the termination of the lease contracts and vacating the property free of persons and things, and this Project. This is because the contracts were terminated for reasons other than the Investment Project.

However, it still needs to be considered whether the World Bank's Operational Policy 4.12 should be applied to the former lessees of the property which presently constitutes plot No. 7/16, who have signed the new lease contracts.

As assumed by OP 4.12, the World Bank's Operational Policy only applies to actions directly attributable to the acquisition of property, and covers direct impacts of the involuntary taking of the property.¹⁹ Persons affected by a project which requires property acquisition for implementation may thus lose their place of residence, arable land, place of rest, income sources or means of livelihood.

OP 4.12 is applicable always if an investment project financed by the World Bank requires the involuntary taking of property.

In the notices terminating the lease contracts, the lessor has stated that the property is required for the investment project and, in compliance with the lease contracts, have requested each lessee to abandon and clear the leased land at their own expense, within 14 days from the date of termination. The termination notices were distributed in the second quarter of 2017, and most lessees had already managed to prepare the land for a new cultivation season and made new plantings. Most of the lease contracts were effectively terminated, and the land cleared, in the third quarter of 2017. The lessor accepted the site at the turn of 2017 and 2018. As indicated above, the owner has not paid any compensation to the lessees due to termination of the contracts, and taking of the land.

It should be underlined that each termination was disapproved by the lessees, which is proven by the fact that they have commissioned a third-party law firm to carry out proceedings aimed to reverse the termination or, where this is impossible, to extend the termination period.

¹⁹ See: Paragraph 3 of the World Bank's OP 4.12 – Involuntary Resettlement, Operational Manual

Therefore, we may confirm that the actions connected with involuntary termination of the lease contracts have caused significant adverse impacts on the lessees due to acquisition of the property for the OVFM, which should be prevented by the RAP by setting out the frameworks and rules of minimising and properly compensating for such impacts.

It should be indicated that if the land acquisition or other activities aimed to procure conclusion of a contract for transfer of real property fully possessed by its owner are carried out before initial discussion with the World Bank and the area is directly linked to the Bank-financed project, then the provisions of OP 4.12 should apply retroactively. In other words, if an area (real property) is being cleared in preparation for a project, OP 4.12 will apply separately.²⁰

Even if the involuntary termination of lease contracts was initiated by the property owner, not by the Investor, there is a direct link between depriving the lessees of their rights to the leased parts of the property and the demand for the area due to the investment project.

If activities not financed by the World Bank (see: termination of the lease contracts by the Municipality of Szczecin in preparing for the transfer of ownership), which cause acquisition of property and are key for the planning or implementation of a project financed by the World Bank, it is required to track all actions taken in connection with the project, and thus with the acquisition of property for the project.

As assumed by the World Bank's policy, OP 4.12 shall apply to other activities (not financed by the World Bank) resulting in involuntary resettlement, which in the judgment of the Bank are:

- (a) directly and significantly related to the Bank-assisted project;
- (b) necessary to achieve its objectives as set forth in the project documents; and
- (c) carried out, or planned to be carried out, contemporaneously with the project.²¹

It should be emphasized that often activities financed by the World Bank are key for taking other activities, which are not financed by the World Bank.

In the case of termination of the lease contracts signed with the lessees from Karpia street, we may assume that if plot No. 7/16 had not been necessary for the investment project, the contracts would have not been terminated until today. It should be additionally underlined that the project location was not chosen randomly – it is situated directly next to the property being a site for the existing icebreaker base of RZGW Szczecin.

To fully establish whether the property owner has terminated the lease contracts for reasons attributable to the investment project to be implemented by PGW WP RZGW Szczecin, we should track the sequence of actions taken in connection with the project.

The starting point, which initiates the project-related activities, was the conclusion of Loan Agreement No. 8524-PL with the International Bank for Reconstruction and Development (World Bank) on 10 September 2015, as part of the Odra-Vistula Flood Management Project (OVFM). The next step aimed at implementing Contract 1B.3/1 'Construction of mooring facilities', Stage I – Construction of mooring base for icebreakers, was the signing of a letter of intent on 18 September 2015, concerning the activities aimed at concluding a contract of transfer of plots No. 7/16 and 1/12 between the Municipality of Szczecin and the State Treasury, with participation by RZGW Szczecin. The pre-design

²⁰ See: *Involuntary Resettlement Sourcebook, Planning and Implementation in Development Projects, The World Bank 2004, Chapter 1, page 8*

²¹ *World Bank Involuntary Resettlement Policy, OP/BP 4.12, para. 4*

studies for the Investment Project were carried out in 2016, and the works on building permit design started on 20 June 2017.

The notices of termination of lease contracts were sent in the second quarter of 2017. The lessor accepted the site at the turn of 2017 and 2018. The works supporting the PIU in acquiring plot No. 7/16, necessary to build the icebreaker base, from the Municipality of Szczecin started on 12 February 2018, so after the lessor had terminated the lease contracts.

However, it is impossible not to notice that all activities taken by the property owner, aimed to conclude the contract of transfer of property, including the termination of lease contracts, were from the very beginning carried out in connection with the planned flood management project.

In the course of site activities, it was revealed that three lessees had not abandoned the property and still have certain developments and plantings on the plots. For the illegal possessors, and for the one person who has never signed a lease contract and lives in a gazebo, compensation will be paid, plus an appropriate package of compensation measures will be provided in the event of significant impacts.

It should also be emphasized that the property acquisition for the construction will not be involuntary in the owner-purchaser relation, but since the property is acquired together with contractless users, in compliance with OP 4.12, the Investor will be obliged to pay compensation, and since one person belonging to a vulnerable group has been revealed, the Investor will additionally have to apply relevant mitigating measures.

Therefore, as according to the World Bank's Policy the lack of title to the ground should not bar compensation, and thus the compensation will be paid to those who have not abandoned the property on a voluntary basis despite having been requested to do so and currently illegally occupy a part of the plot, then it is all the more justified to assume that the compensation should be paid to those former lessees who abided by the sudden termination of their lease contracts, cleared the area and released the property to the lessor for reasons attributable to the investment projects.

Importantly, compensation claims by the former lessees were submitted during the socioeconomic study conducted by the real property team, and the contract termination was from the beginning closely linked with the Investment Project and aimed at allowing the Investor to implement it. As for the former lessees, we should point out that Polish laws and the terminated contracts expressly exclude the right to receive compensation. The Operational Policy does not directly refer to entities being former lessees of a property. In this case, the general assumptions of the policy regarding the rules of applying the Operational Policy to Bank-financed projects may only be used as a supporting element and referred to the existing circumstances.

Any regulations of the World Bank's Operational Policy 4.12 concerning involuntary resettlement are applicable if the Project implementation requires involuntary seizure of property, which implies the loss of assets or access to assets. The project implementing entity is the State Water Holding 'Polish Waters' – RZGW Szczecin, whereas, as mentioned above, the entity which in this case has used coercion (termination of lease contracts) was the property owner, which is not the project implementing entity, but in a way acts with the aim to procure the transaction with the PGW WP, while fully possessing the property.

However, referring to the sequence of actions taken in implementing Task 1B.3/1, starting from signing the loan agreement on 10 September 2015, and given the express indication that the lease contracts were terminated since the property is necessary to implement the Investment Project, we may

conclude that the termination of the lease contracts was directly linked with a project financed by the World Bank.

Therefore, the compensation for former lessees will be paid according to the following Matrix of Compensation Measures:

Former Lessee Eligibility Matrix²²

Impacts/losses	PAP	Compensation
Permanent loss of property	Lessees and tenants of buildings and structures	<ul style="list-style-type: none"> - monetary compensation at the replacement value for lost assets, Replacement or reconstruction of lost asset
Non-residential buildings and structures (utility buildings, fences, service infrastructure, etc.)	Lessees and tenants of buildings and structures	<ul style="list-style-type: none"> monetary compensation at the replacement value for lost assets, Replacement or reconstruction of lost asset
Loss of plants	Lessees, tenants	<ul style="list-style-type: none"> monetary compensation, including the costs of arranging and maintaining the plants, and lost benefits, making it possible to harvest
Loss of trees	Lessees, tenants	<ul style="list-style-type: none"> monetary compensation including, if necessary, the costs of arranging and maintaining the tree stand as well as the lost trees and benefits

The catalogue of former lessees is set out as Appendix 2, which will be published upon the anonymisation of data.

8. PUBLIC CONSULTATION

²² The contents of this section are in line with the LA&RPF.

This draft document will be subject to a public consultation procedure carried out in line with the World Bank's Operational Policy OP 4.12.

Third-party stakeholder	Type of impact on the LA&RAP
Minister competent for maritime economy and inland waterways	Consent for disposal of the fixed assets of PGW WP RZGW Szczecin, within the meaning of the Accounting Act, which consent will be necessary to carry out the exchange transaction in order to acquire the investment properties owned by the Municipality of Szczecin
Zachodniopomorskie Province Governor	Issuing a decision confirming PGW WP's ownership rights and the authorisation to represent the State Treasury for the property to be exchanged for the investment properties owned by the Municipality of Szczecin.
Mayor of Szczecin	1. Representing the Municipality as the entity which is to alienate the investment properties under a contract, 2. Notifying PAPs of the public consultation
Persons to be expropriated	1. Participation in the socioeconomic study and inventory taking, 2. Identifying the needs and losses attributable to the expropriation 3. Choosing the form of compensation, 4. Direct participation in the public consultation.
Former lessees of allotments	1. Participation in the socioeconomic study and inventory taking, 2. Identifying the needs and losses attributable to the investment project, 3. Choosing the form of compensation, 4. Direct participation in the public consultation.

Table 4: Preliminary identification of stakeholders participating in public consultation and the entities having impact on the preparation and implementation of LA&RAP.

PAPs were informed several times of the plans to implement the Task, directly on site, by direct conversations with the Consultant. There was also a letter sent to the Podjuchy Neighbourhood Council (an auxiliary unit of Szczecin City Council) to notify of initiating the actions aimed to prepare for the task, specifying the site and subject of the task. Due to the planned acquisition of a property owned by the Municipality of Szczecin, managed by Municipal Buildings and Premises Board in Szczecin, ZBiLK was also requested to identify the current and former users / lessees of the property. On 22/08/2018 at the office of ZBiLK Szczecin, and on 09/11/2018, there were meetings held with ZBiLK representatives to gather information on the possession status of plot No. 7/16, which is to be the main site of the investment project. At the meeting, information was collected on the former lessees who had their lease contracts terminated and who released the parts of the property remaining in their possession. It was also confirmed that four persons had been using the plot without a contract, two of which hold lease contracts concluded in the past. It was also confirmed that these persons did not wish to abandon the property on a voluntary basis. Two of the former lessees were judicially ordered to release the property. At the Investor's request, all actions aimed at forcible removal of those persons from the property were held.

In November 2018 and May 2019, meetings were arranged at the Consultant's office with two former lessees of the property, in order to reach an agreement on voluntary release of the property. One of the PAPs was initially willing to enter into a lease contract for a property having a similar location and access to water. However, when the PAP was presented the available substitute properties, in May 2019 he stated that he was only interested in monetary compensation for all structures, plantings and

improvements that he had made on the property. As of the date of this RAP, all the contractless users have declared their will to voluntarily clear and release the property for a monetary compensation.

Consultations with the PAP from a vulnerable group, given his age and health condition, were always carried out on the site of the Task. Actions have been taken to acquire for him substitute premises requiring renovation, owned by ZBiLK Szczecin. To report the specific situation of that PAP, we have also conducted a procedure before the Municipal Office of Szczecin – Municipal Family Assistance Centre – Homeless People Department, so that the PAP obtains the status of a homeless person using the social aid from the Centre. On 19/02/2019, decision No. DB.620220.6233-008836.2019.WG was issued, granting the PAP social aid, and the PAP was entered into the list of homeless people who use assistance provided by the Centre. The visits on the site of Task 1B.3/1, being the place of residence of the PAP, arranged for the purposes of public consultation and to gather signatures under the documents necessary to obtain the decision and certificate from the Municipal Family Assistance Centre – Homeless People Department and from ZBiLK Szczecin, were conducted on the following dates: 10/12/2018, 03/01/2019, 18/01/2019, 02/02/2019, 18/02/2019, 22/02/2019, 12/07/2019, 07/08/2019 and 03/09/2019.

On 08/02/2019, a meeting was held at the Consultant's office with former lessees of the allotments located at Karpia street in Szczecin (the site of the investment project). During the meeting, consents were signed to making available ZBiLK documents presenting the contents of the terminated lease contracts. That activity taken by the Consultant was to analyse the documentation for the former lessees' right to receive compensation. Based on analysis of the documents acquired from ZBiLK, on 25 and 26 September 2019 meetings were held with the former lessees who have voluntarily cleared and released the properties. The objective of the meeting was to obtain information about the buildings, structures, plantings and improvements made by the former lessees. Statements and property descriptions made at the meetings are a basis for appraisal reports prepared to determine the amounts of compensation due to the lessees.

After preparing the draft LA&RAP document and obtaining the approval of the World Bank for the commencement of the public procedure on its basis, the document was the subject of public consultations, which were conducted in accordance with the operational policy of the World Bank WB OP 4.12. The electronic version of the LA&RAP and a notice of public debate over the draft LA&RAP, its place and date has been posted on publicly available websites of:

- PGW WP RZGW Szczecin: <https://szczecin.wody.gov.pl/>
- RZGW in Szczecin (Project website): <http://bs.rzgw.szczecin.pl/>
- Project Coordination Unit: <http://odrapcu2019.odrapcu.pl/>

Paper version is available for viewing in the following premises:

- PGW WP RZGW Szczecin, ul. Tama Pomorzańska 13A, 70-001 Szczecin,
- Project Implementation Office, Teofila Firlika 19 Street, 71-637 Szczecin
- Municipal Office of Szczecin, Plac Armii Krajowej 1, 70-456 Szczecin;
- ZBiLK Szczecin, ul. Mariacka 25, 70-546 Szczecin.

Detailed information on the possibility to review the document and to file requests and comments, along with specific contact details (e-mail and address of the place where the draft may be reviewed, office hours, phone number and name of the contact person) have been published in local press: the 'Gazeta Wyborcza' Szczecin supplement, 'Kurier Szczeciński', and on the websites of the implementing unit for Task 1B.3/1.

The publication of the LA&RAP document began on 7 February 2020 and lasted until 21 February 2020 (14 days). 14 days after the document was published, on 24 February 2020, a consultation meeting for interested parties took place, where the Contract (Task 1B.3/1) was presented and a debate was conducted on the issues concerning the acquisition of the properties necessary to implement it, which the PAPs wished to discuss. Stakeholders were informed about the place, date and subject of the meeting in the manner provided for publishing LA&RAP projects, and a letter with detailed information on publication and about the meeting was sent to each of the identified PAPs.

As part of the public consultation on LA&RAP, an open meeting was held at the headquarters of Consultant - Sweco Consulting Sp. z o. o. at ul. Łyskowskiego 16 in Szczecin on 24 February 2020 at 4:00 PM. A total of 11 people took part in the meeting, including persons directly involved in the implementation of OVFMP: two people from the Consultant Team, a representative of the PIU - RZGW in Szczecin and two people from the Coordination Office of the Odra-Vistula Flood Management Project.

In addition, two PAPs and the representative of one of the PAPs participated in the meeting. During the discussion, each participant could submit written and oral motions and comments regarding the LA&RAP draft. Three questions were asked at the meeting, one of which required analysis. Therefore, after providing oral explanations, an explanatory letter was prepared and forwarded to the PAP. Questions asked at the meeting concerned issues that were described in detail in the document, which is why it was deemed unnecessary to make any additions to the LA&RAP draft. Moreover, no written questions or motions were submitted during the document publication period or during the meeting.

A report from the meeting was prepared, which is annexed as Attachment no. 5 to this document and was forwarded to the World Bank.

Due to the classification of one of the PAPs as belonging to the particularly vulnerable group due to age and health condition, and thus the fact that it is not possible for that person to participate in the meeting, the Consultant visited the PAP on 21 February 2020 in her current place of residence (gazebo on the property constituting the Task implementation area) in order to personally inform her about the development of the LA&RAP document, present its content, and inform about the planned meeting. On the spot, it transpired that PAP was in the hospital. In view of the above, a decision was taken to ask one of the persons maintaining contact with PAP about their state of health and the current situation. It was confirmed that the PAP was in the hospital and her place of residence was occupied by third persons. As indicated in chapter 4.2. *Social impacts identified for the purposes of Task 1B.3 / 1*, acquiring property as part of the investment results in the PAP's loss of the place of residence, therefore actions were taken to obtain premises for her from the Building and Council Property Management Authority in Szczecin. However, due to the emergence of new circumstances during the consultations (the PAP's stay in the hospital and her place of residence being taken up), it was necessary to take additional compensatory measures. Due to the current state of health and age of the PAP, and taking into account the principles and guidelines resulting from OP 4.12., the possibility to provide premises to meet her housing needs for the time of renovation of the acquired apartment, in particular on the basis of a lease agreement, is being analysed. The possibility of placing the PAP in a social welfare centre or another similar place in which she would be provided with specialist assistance is also being considered. It should be emphasized, however, that the final decision will depend on the PAP's consent to a solution. The planned and possible compensatory measures to be

taken in relation to the PAP, who is in a particularly vulnerable group, are presented below. Below is a table containing compensatory measures broken down into planned and already implemented ones.

COMPENSATION MEASURES	
PLANOWANE	WDROŻONE
Acquiring alternative premises for the PAP	Actions resulting in the PAP signing the contract for making the premises available for renovation.
Obtaining premises for the PAP during renovation or providing a place in a social assistance centre or a similar place	Beginning activities related to the renovation of the premises.
Providing carer assistance after the renovation and investment completion	Conversations with the employees of ZBiLK and TBS "Prawobrzeże" Sp. z o. o. to acquire an alternative premises

The final LA&RAP with the 'no objection' clause given by the WB has also been provided to the parties interested by making its printed version available for review in the office hours (7:30 a.m. to 3:30 p.m.) of the following entities:

- PGW WP RZGW Szczecin, ul. Tama Pomorzańska 13A Street, 70-001 Szczecin
- Project Implementation Office, Teofila Firlika 19 Street, 71-637 Szczecin
- Municipal Office of Szczecin, Plac Armii Krajowej 1, 70-456 Szczecin
- ZBiLK Szczecin, ul. Mariacka 25, 70-546 Szczecin

and by publication on the websites of:

- PGW WP RZGW Szczecin: <https://szczecin.wody.gov.pl/>
- RZGW in Szczecin (Project website): <http://bs.rzgw.szczecin.pl/>
- Project Coordination Unit: <http://odrapcu2019.odrapcu.pl/>

and will remain published until completion of the Contract. The contact details of the person(s) responsible for publication have been provided in the RAP publication notice. Any revisions of the LA&RAP will also be available to the parties interested on the website of PIU and PCU.



Diagram 1. Public involvement in LA&RAP preparation

9. SUMMARY – ACTIONS REQUIRING THE APPLICATION OF OP 4.12.

The World Bank's Operational Policy OP 4.12 applies where the project execution requires the involuntary taking of land resulting in relocation or loss of shelter, the loss of assets or access to assets, the loss of income sources or means of livelihood, or in the involuntary restriction of access to legally designated parks and protected areas resulting in adverse impacts on the livelihoods of the project affected persons.

As indicated in the previous chapters, the entire Task 1B.3/1 (Construction of mooring base for icebreakers) will be located on four properties forming plots number 7/16, 1/12, 1/8 and 20, locality 4112 Dąbie. Two out of these four plots are owned by the State Treasury – RZGW in Szczecin, so they do not need to be acquired. The other two properties are owned by the Municipality of Szczecin, which makes it necessary to acquire the title. As this project will not be executed under the Flood Act (it does not fall within the term 'flood-control structure', as defined by the Act), the land will be acquired by way of a voluntary agreement, after obtaining all the required consents. Additionally, there are no properties owned by natural persons.

In consequence, we should consider that even though the execution of Task 1B.3/1 does not imply the involuntary taking or restriction of property, it is important that one of the properties owned by the Municipality of Szczecin (plot No. 7/16, locality 4112 Dąbie) is occupied by four non-contractual users, so the owner will probably release the property without full possession. Furthermore, some of the occupants held lease contracts for a part of the property, which is specified in Chapter 2.2. Site of Task 1B.3/1.

The following table specifically presents the situation of the persons occupying the property without title.

Item	PAP category	Plot No.	Direct / indirect impact	Additional information - PAP	Held lease contracts	Significant / minor impact	Favourable / adverse impact
1.	Contractless user	7÷16	Direct	A person who, due to their age and state of health, was classified as belonging to a particularly vulnerable group. Occupied property area used for residential purposes - physical relocation of a household	No lease contracts	Significant	Possible adverse psychological impacts / Favourable impacts due to improved living conditions
2.	Contractless user	7÷16	Direct	The occupied property area is not used for residential or commercial purposes. The user has incurred costs related to buildings,	Lease contract concluded in 1987 and re-conclusion of the lease contract in 2008.	Minor	Favourable

				plantings, and property improvements.			
3.	Contractless user	7÷16	Direct	The occupied property area is not used for residential or commercial purposes. The user has incurred costs related to buildings, plantings, and property improvements.	No lease contracts	Minor	Favourable
4.	Contractless user	7÷16	Direct	A person conducting business activity on the plot. Occupied real estate area used for business purposes - physical resettlement associated with the loss of facilities needed to generate income	Lease agreement concluded in 2008	Significant	Adverse

In addition, on plot No. 7/16, locality 4112 Dąbie, we have discovered persons who had leased the property designated as plot No. 7/11 from the Municipality of Szczecin represented by the Municipal Buildings and Premises Board in Szczecin. That property was then divided into plots No. 7/16, 7/17 and 7/18, but plots No. 7/17 and 7/18 were subdivided to create narrow rights-of-way directly adjacent to plot No. 7/16, which covers the previously leased areas. As indicated, property 7/16 is a plot covered by the investment project, which will be acquired by way of a voluntary agreement to be concluded between the Municipality of Szczecin, and will be the main location of the investment project.

The lease contracts, which also refer to the contractless users, were terminated by the Municipality of Szczecin represented by ZBiLK Szczecin, but in the notices of termination the lessor has stated that the land is necessary for the construction of an all-season mooring base for a group of icebreakers, including auxiliary facilities.

The position of the former lessees and the stages of entering into each lease contract with the Municipality of Szczecin are specified in section '7.4. Former lessees of plot No. 7/16'.

In view of the application of Operational Policy OP 4.12, we must point out that in the notices terminating the lease contracts, as referred to above, the lessor has stated that the property is required for the investment project and, in compliance with the lease contracts, have requested each lessee to abandon and clear the leased land at their own expense, within 14 days from the date of termination. Each termination notice was rejected by the lessees. Therefore, we may confirm that the actions connected with involuntary termination of the lease contracts have caused significant adverse impacts

on the lessees due to acquisition of the property for the OVFM, which should be prevented by the RAP by setting out the frameworks and rules of minimising and properly compensating for such impacts.

Given the foregoing and the fact that if the land acquisition or other activities aimed to procure conclusion of a contract for transfer of real property fully possessed by its owner are carried out before initial discussion with the World Bank and the area is directly linked to the Bank-financed project, then the provisions of OP 4.12 should apply retroactively.

Consequently, although the acquisition of property designated as plot 7/16 will not have the attribute of coercion in the owner-buyer relationship, due to the acquisition of the property with non-contractual users, applying the OP. 4.12 policy, the Investor will be obliged to pay compensation and, additionally, due to the presence of one person from a particularly vulnerable group - to take appropriate mitigation measures. Therefore, as according to the World Bank's Policy the lack of title to the ground should not bar compensation, and thus the compensation will be paid to those who have not abandoned the property on a voluntary basis despite having been requested to do so and currently illegally occupy a part of the plot, then it is all the more justified to assume that the compensation should be paid to those former lessees who abided by the sudden termination of their lease contracts, cleared the area and released the property to the lessor for reasons attributable to the investment projects.

Given the foregoing, in particular the fact that the lease contracts were terminated since the land is necessary for the investment project, and thus the termination was directly linked to the project financed by the World Bank, and the fact of discovering the non-contractual users, the principles and conditions set forth in Operational Policy OP 4.12 must be applied both to the non-contractual users and to the former lessees.

In accordance with the definition in chapter 1. *Key definitions*, replacement value is a compensation for lost goods, appraised based on their replacement/market value, including all transaction costs (such as taxes and registration fees), aimed at a sufficiently effective replacement of the lost goods (replacement value). Replacement value is the amount required to replace the lost assets, excluding the depreciation of arising out of the age, condition or another factor relating to the assets. Consequently, if it is necessary to incur any additional costs, including income tax on received damages, these costs will not be incurred by PAPs. The compensation received will be increased by the amount of any additional costs that may arise.

The above is consistent with the principles arising from the operational policy of the World Bank, OP 4.12. The PAP should receive the amount needed to replace lost assets without taking into account depreciation of assets resulting from age, condition, or other factors related to assets, and thus should not incur costs related to taxation of the received amount.

10. LA&RAP Update

This update has been prepared as of 13 November 2020.

1. Property exchange agreement

Per the planned activities described in chapters: *2.2 Task Site 1B.3/1* and *4.2 Social impacts identified for the purposes of Task 1B.3/1*, plots owned by the Municipality of Szczecin were transferred to the State Treasury under a voluntary property exchange agreement. The property exchange agreement was concluded on 17 July 2020 in the form of a notarial deed pursuant to Article 15 (1) of the Property Management Act. As a result of the transaction, the Investor transferred to the Municipality of Szczecin the ownership of the property constituting plot No. 54/3, precinct 4022, located at Żagłowa Street, and the Municipality of Szczecin in return transferred to the State Treasury the ownership of two properties – plot No. 7/16, precinct 4112 and plot No. 1/12, precinct 4112.

Considering the foregoing, as of the date of this update, the Investor is the owner of all plots where the Investment is to be implemented.

On September 9, 2020, following the processing of the application submitted by PGW WP, a decision was issued by the Governor of Zachodniopomorskie Voivodeship confirming the representation of the State Treasury and the exercise of the ownership rights of the State Treasury by PGW WP in relation to plots No. 7/16, precinct 4112 and No. 1/12, precinct 4112, which were the subject of the aforementioned exchange agreement.

2. Former lessees of the property located at Karpia street in Szczecin and non-contractual users of the plot

Per the information presented herein, we have found persons who had leased parts of the property that is plot No. 7/11, precinct 4112, from the Municipality of Szczecin represented by the Municipal Buildings and Premises Board in Szczecin. The plot in question was divided into plots number: 7/16, 7/17, and 7/18. As indicated, the Investment will be carried out only on one of the three plots created after the division of plots – plot 7/16. The lease contracts in question were terminated in 2017. People whose lease contracts were terminated were qualified as PAPs. However, after analysing the lease contracts along with the attached maps indicating the leased area, it was found that some of the lease contracts covered the area which, after the division of plot No. 7/11, in addition to the property constituting plot No. 7/16, also covered other parts of the plots resulting from this division. As a consequence of the above, doubts arose as to whether compensation should also be granted to those lessees whose leased area partly exceeded the investment plot and whether compensation should also include the value of any plantings, structures, buildings, trees that were also located outside the plot that is now plot 7/16.

After a detailed analysis of the documentation related to the lease contract, in particular the content of the declarations of termination of the lease contracts, as well as the WB OP 4.12, it was concluded that the compensation should be granted to all lessees and should also include the value of any plantings, structures, buildings, trees that were located outside the plot that is now plot 7/16. The legal notice containing the analysis of the above issue along with the conclusions is attached as Annex 6 hereto.

As indicated in the previous chapters, and in detail in chapter 7.4 *Former lessees of plot No. 7/16*, it was established that compensation is due both to persons who, per the termination notice, left the occupied area and to those who remained on the occupied part of the property. As indicated in chapter 8. *Public consultations*, meetings with the former lessees who voluntarily cleared and handed over the properties took place on 25-26 September 2019. During the meetings, PAP submitted written declarations on the condition of the leased areas on the day of the handover, indicating the plantings, buildings, and other structures left. On the basis of the obtained documents, valuations indicating the amount of compensation due to individual former lessees were prepared. The amount of compensation for non-contractual users of the plot was estimated on the basis of the value of all plantings, buildings, and structures located on the property and owned by them.

Following the receipt of valuations, individual meetings with PAPs – both with former lessees and non-contractual users – were organised once again at which valuations were presented and statements were received together with the request for payment of compensation to the bank account indicated by PAPs. According to the submitted statement, each PAP fully accepted the content of the valuation, in particular they accepted and confirmed the presented description of the property and the amount of compensation, which will be increased by the due personal income tax. The full amount of compensation will be transferred to the bank account indicated by the PAP in the statement. Each PAP stated that the payment of compensation in the agreed amount fully satisfies all claims against the Investor. PAPs also undertook to pay the amount required as income tax to the competent Tax Office. During the meetings, the investor explained that the provisions of tax law do not allow PGW WP to pay the tax due on behalf of PAPs. In this respect, the tax ruling prepared at the request of PGW WP was presented during the meetings. In order to facilitate the payment of the tax by PAP, each of the PAP received instructions on how to pay the tax to the competent tax office.

Therefore, as of 13 November 2020, the Investor has declarations of acceptance of the amount of compensation and requests for payment to an indicated bank account from all identified PAPs.

3. PAP classified as belonging to a vulnerable group

Per the previous chapters, one of the PAPs, who occupied the property without legal title, was classified as belonging to a vulnerable group due to their age and health condition. Due to the fact that the acquisition of plot No. 7/16 resulted in PAP losing their place of residence, a number of actions were undertaken to acquire residential premises for them.

However, as indicated in Chapter 8. *Public consultations*, PAP was hospitalised in February 2020 due to their deteriorating health. Thus, the possibility to provide premises to meet their housing needs for the time of renovation of the acquired apartment, in particular on the basis of a lease contract, and the possibility of housing the PAP in a social welfare centre or another similar place in which they would be provided with specialist assistance, was analysed.

Due to the lack of grounds for obtaining detailed information on the hospital in which the PAP is staying and their current state of health, attempts were made to find the PAP's close friends or relatives, and a contact number for a family member was obtained. After several conversations, it was established that following the hospital stay the PAP was placed in so-called sheltered accommodation, i.e. a residential unit for adults who, due to the difficult life situation, age, disability or illness, need support in their everyday life. In addition, the PAP's sister informed us that their health condition does not

allow them to live independently even if help of third parties were provided, because they are confined to bed and have difficulty even with basic activities, such as independent eating.

After obtaining the above information, the person responsible for the above sheltered accommodation was found and contacted for information. In a telephone conversation it was confirmed that the PAP's health deteriorated significantly. However, it should be emphasised that the Investor does not have an appropriate authorisation on the basis of which they could obtain detailed information on the state of health or the course of the disease, in particular due to the fact that, in the light of generally applicable regulations, this is personal data classified as sensitive data requiring special protection. Therefore, the employees of the Municipal Family Support Centre do not have the competence to provide the Investor with this data.

An e-mail was sent to the person responsible for the sheltered accommodation – i.e. an employee of the Municipal Family Support Centre – in which information on the OVFMP and Task 1B.3/1, OP 4.12, the prepared Land Acquisition and Resettlement Action Plan, and the general situation of PAP and the actions taken so far were presented. It also included a request to enable the organisation of a meeting in order to obtain information that may help the Investor to make decisions on further action. As a result, it was found that PAP was hospitalised again during their stay in the sheltered accommodation.

Due to the current situation in the country caused by the SARS-CoV-2 virus causing the COVID-19 disease and the introduced protective measures, it is impossible to organise a personal meeting with the PAP in the sheltered accommodation, due to the fact that people in the high-risk group reside there. In addition, information was obtained from a member of the PAP's family that there is also no possibility of telephone contact due to their poor health and emerging difficulties in contacts with third parties.

However, it was found via email, that the PAP currently resides in Sheltered Assisted Living Accommodation and has the right to a lifetime stay, as well as 24/7 care of qualified staff. The above type of premises is intended for disabled people, in particular physically disabled persons or persons with mental disorders, elderly, and chronically ill persons. In sheltered assisted living accommodation, living services and assistance in activities necessary in everyday life and social contacts are provided in order to maintain or develop the independence of the residents in accordance their psychophysical abilities.

Therefore, the PAP is currently provided with care appropriate to their health and age.

Following the analysis of all information, obtained from the family member and from the person responsible for the sheltered accommodation, it should be concluded that taking any actions aimed at obtaining premises for the PAP would be unjustified. Due to their deteriorating state of health and their age, acting for their benefit would mean providing 24-hour care of qualified persons with adequate experience in caring for a disabled person. The sheltered accommodation, in which they are currently staying and in which, as indicated by the Municipal Family Support Centre employee, they have both professional care and a lifetime right to stay, is a place that meets all the criteria of a place suitable for the PAP.

Therefore, taking into account the previously indicated alternatives, it was concluded that the most appropriate solution would be to place the PAP in a social welfare centre or another similar place in which they would be provided with specialist assistance.

At the same time, it should be pointed out that due to the restrictions imposed throughout the country, the lack of possibility to personally contact the PAP as well as their physical and mental health prevent any other actions. Since becoming aware of the PAP's stay in the hospital, the Consultant carried out a number of activities aimed at finding their close friends or relatives, learning of their health, the place where they are staying, the person taking care of them, and finding possible places suitable for a disabled person.

Compensation determined on the basis of the prepared valuation will be transferred to the bank account of the PAP, the number of which is known to the Investor, or another bank account, indicated in the course of the proceedings by the PAP. If it is not possible to determine the correct bank account number, the funds will be transferred to the deposit, where they will be located until the date of its determination.

11. INSTITUTIONAL STRUCTURE AND IMPLEMENTATION TEAM

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

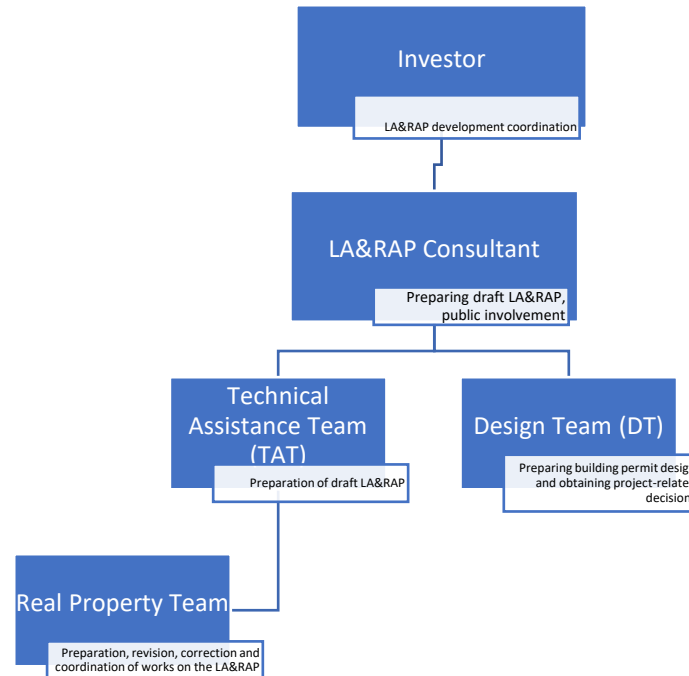


Diagram 2. Institutional structure of LA&RAP implementation

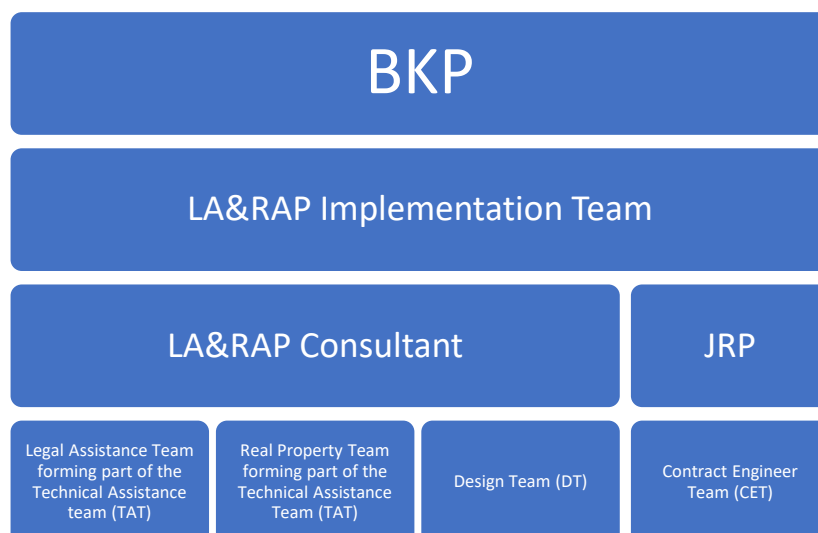


Diagram 3. Institutional structure of LA&RAP implementation, presenting the PCU position

Joint Venture Sweco Consulting Sp. z o.o./ Sweco Nederland B.V./ Sweco Engineering Sp. z o.o./ Ekocentrum - Wrocławski Ośrodek Usług Ekologicznych Sp. z o.o.

Competencies of the LA&RAP development team are as follows:

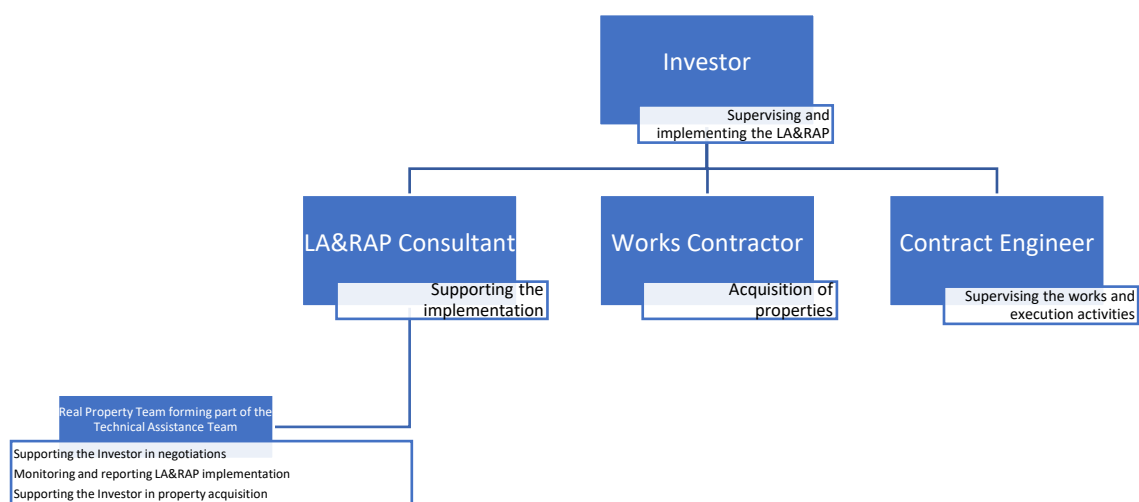
1. PGW WP RZGW – LA&RAP development coordination:

- a. supervising the preparation of draft and final LA&RAP,
- b. ensuring the flow of information between LA&RAP Consultant and PCU,
- c. procuring introduction of the amendments found necessary during LA&RAP preparation,
- d. supervising the public consultation,
- e. monitoring the LA&RAP preparation process.

1. Consultant – preparation of draft LA&RAP:

- a. conducting socioeconomic studies and preparing the study report,
- b. gathering and analysing the information on development and use of the property,
- c. drafting the plan of public involvement and consultation;
coordinating the public consultation process,
- d. preparing impact mitigation proposals and analysing the proposals; providing RZGW with proposed amendments to the building permit design,
- e. analysing eligibility,
- f. preparing compensation packages,
- g. preparing the draft LA&RAP,
- h. conducting public consultation,
- i. preparing the final LA&RAP.

The Consultant's LA&RAP development team is not placed in the organisational structure of PGW WP RZGW. Competencies of the LA&RAP implementation team are as follows:



Drawing 4. Institutional structure of LA&RAP implementation during Contract execution

Competencies of the LA&RAP implementation team are as follows:

1. PGW WP RZGW

- a. supervising LA&RAP implementation,
- b. concluding compensation payment agreements based on negotiations,
- c. payment of compensation,
- d. ensuring the flow of information between LA&RAP Consultant, Engineer and Contractor,
- e. acquiring properties with support by the Consultant,
- f. ensuring the absence of impact on the properties that were not acquired and compensated for as properties to be used during the works.

2. Consultant

- a. planning and participating in negotiations,
- b. employing appraiser(s) who will carry out appropriate valuations and prepare appraisal reports,
- c. verifying the valuations / appraisal reports made by licensed appraisers in terms of form,
- d. monitoring the implementation of LA&RAP by the Contractor and Engineer,
- e. suggesting remedial actions in case of issues,
- f. supervising the commencement and execution of works,
- g. supervising Contractor's compliance with the obligations stated in the Construction Works Contract, including those related to any temporary acquisition

3. Contractor

- a. acquiring properties for temporary acquisition,
- b. paying compensations for the properties acquired for temporary acquisition,
- c. carrying out works on the properties acquired permanently,
- d. restoring original condition of the properties acquired temporarily.

4. BKP

- a. coordinating the actions taken by the PIO in implementing the Project, including those taken to comply with the LA&RAP,
- b. submitting the draft LA&RAP to the World Bank in order to obtain the 'no objection' clause.

11. MECHANISMS FOR MANAGING COMPLAINTS AND REQUESTS

This LA&RAP adopts a rule that the PIU shall take all measures to handle any Task-related complaints in an amicable manner. The complaint management procedure must be differentiated for integration with administrative procedures applied at various stages of preparing the Task.

11.1 General rules of managing complaints and requests

The general mechanism for managing complaints and requests will be applied to requests and complaints:

- a) submitted before the PGW WP RZGW applies for the building permit,
- b) submitted during public consultation over the draft RAP,
- c) submitted directly to the Investor while obtaining the building permit or reaching the agreements on the amount of compensation,
- d) submitted after issuing the building permit and/or reaching the agreements on the amount of compensation,
- e) submitted directly to the PIO, PCU, PGW or WB, or another entity acting on behalf of a PAP.

With regard to this mechanism, the basic principle adopted by the PIO is that the right to file a complaint or request concerning the Task is enjoyed by all persons, whether or not their property, rights or goods are located on the site of the Contract.

The submission of complaint is not subject to any fee. Additionally, the person submitting a complaint or request may not be exposed to any detriment or charge due to the submission.

Complaints and requests may be filed in writing, in electronic form or verbally for the record. They may be submitted directly at the office of:

- PIO (address: PGW WP RZGW Szczecin, ul. Tama Pomorzańska 13A, 70-001 Szczecin, by phone: +48 91 441 12 00 or by e-mail: projekt.bs@szczecin.rzgw.gov.pl)
- Consultant (address: Sweco Consulting Sp. z o.o., ul. Łyskowskiego 16, 71-641 Szczecin, by phone: +48 605 071 242 or by e-mail: odra.szczecin@sweco.pl)
- Contractor to be selected for implementation of the Task.

Complaints and requests will be archived in a separate register, including the dates of submission, dates of response and manner of handling.

If the consideration of a request or complaint requires a previous explanation, the process will include collection of materials as well as analysis, studies, etc. In such an event, a reply to the complaint or request will be given in 14 days from the date of submission. Where no explanatory procedure is required, a reply to the complaint or request will be given in 7 days from the date of submission.

In particularly complex cases or if acceptance of the request or complaint requires amendments to the LA&RAP, the time limit for replying to the complaint or request will be extended to 30 days. If that period is too short, the party will be notified of the reason for failure to meet the time limit for reply, along with a new term in which the reply will be sent. If the demands expressed in the complaint or request are rejected, the person lodging the complaint or request will be exhaustively informed of the reasons. The diagram of the general mechanism for managing complaints and requests is presented below.

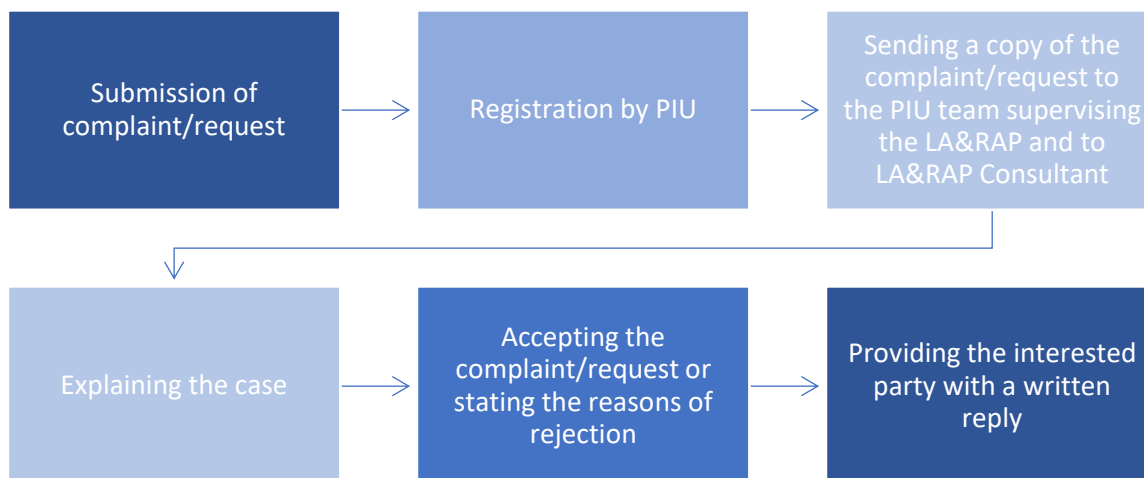


Diagram 5. General mechanism for managing complaints and requests.

11.2 Special mechanisms for managing complaints and requests

Task 1B.3/1 entitled: ‘Construction of mooring base for icebreakers’ will not be carried out under the Act of 8 July 2010 on special rules of preparing projects involving flood prevention structures. Therefore, the investment project will not be implemented on the basis of the Investment Project Implementation Permit (IPIP) issued by the province governor, and consequently the mechanism for managing complaints at the IPIP stage will not be applicable.

However, it does not mean that interested parties will be deprived of the possibility to lodge complaints and requests.

11.2.1 Procedure for issuing the building permit

The building permit is an example of an administrative decision with a rigid basis, that is a decision whose issuing conditions are specifically defined by law, which excludes any discretion of the issuing authority when considering the request. If the conditions defined in the statute are satisfied, the competent authority may not refuse to issue the building permit for the investor.

Competent body

As a rule, the building permit is issued by the district starost competent for the project location, which is the construction administration authority of first instance. In cities with district rights, the authority competent for issuing building permits is the city mayor, who also acts as the starost. In matters concerning building permits for the structures and construction works referred to in Article 82(3) of the Construction Law, and in the matters specified in the Regulation of the Council of Ministers issued under the authorisation expressed in paragraph 4 of the said Article, the authority of first instance is the province governor. The authority of higher instance relative to the starost (mayor of a city with district rights) is the province governor, and if the province governor is the authority of first instance, then the Chief Construction Supervision Inspector.

Parties to the procedure

One of the parties to the proceedings for issuing the building permit is the investor. Other parties include the owners, perpetual usufructuaries and managers of the properties located within the impact range of the civil structure. If the construction administration authority finds during the proceedings that the properties of the said entities are situated within the project impact range, he should award them the status of parties to the proceedings and send them the building permit. This allows such entities to appeal against the decision within 14 days of delivery.

The objective of the proceedings for issuing the building permit is to check whether the planned project is in accordance with law and the interests of the entities whose rights may be affected, and the final decision (building permit) is aimed at protecting the values expressed in the Constitution, including the freedoms and rights of others. This objective justifies not only the control exercised by public authorities on construction projects but also the interference of those authorities in the rights of entities entitled to develop a real property (see: Judgment of the Constitutional Tribunal of 20 April 2011, ref. Kp 7/09, OTK-A 2011, No. 3, item 26). In the course of administrative procedure that precedes the issue of building permit, the construction administration authority must, therefore, assess not only whether the investor fulfils the technical and organisational requirements but also whether the project infringes or may infringe the interests of third parties, in particular the owners of adjacent properties.

Time limit

The authority should issue the building permit forthwith, but from the provision of Article 35(6) of the CL, we may conclude that the building permit should be issued in a statutory term of 65 days. This time limit, however, does not include the statutory terms for performing specific actions, the periods of suspension of proceedings, and the delays caused by fault of the party or by reasons not attributable to the authority.

Appeal

The building permit issued by the authority of first instance is appealable to the authority of higher instance within 14 days of the date the permit was delivered. Obviously, the appeal shall be lodged through the body of the first instance. The Construction Law contains no requirements as to the form or contents of the appeal.

The Act of 20 February 2015 amending the Construction Law and certain other Acts, which entered into force on 28 June 2015, has amended Article 28(1) by deleting the word 'final'. According to the present wording, the construction works may be commenced on the basis of the building permit, subject to Articles 29–31. The initiator of the amendment has emphasized that in the proceedings for issuing the building permit for a single-family residential building, there are no parties other than the investor, and in the current legal status (existing before the amendment) it is impossible to apply Article 130(4) of the CAP (a decision shall be enforceable if it is consistent with the demands of all parties).

If we wish to interpret Article 28(1) in its new wording in line with general system solutions, derived mainly from the Code of Administrative Proceedings, we should assume that the provision above all expresses a principle that the building permit remains the principal measure of legal control of construction in Poland, and all exceptions are set forth in Articles 29 to 30. On the other hand, we may not assume that the amendment has introduced a rule that the building permit is enforceable before it becomes final and binding.

Presently, the building permit is subject to Article 130(1) of the CAP, which stipulates that a decision shall not be enforceable before the expiry of the time limit for appeal, and Article 130(2) of the CAP, which states that the submission of appeal shall hold enforcement of the decision. This in means in practice that despite deleting the word ‘final’ from Article 28(1), there remains the rule that the construction works covered by the building permit may be commenced solely when the permit becomes final and binding. The rule does not apply only in the cases referred to in Article 130 § 3(1) and (2) and § 4 of the CAP (since Article 28(1) no longer contains the word ‘final’, nothing precludes the provisions from being applied to the building permit).

Pursuant to Article 130 § 3(1) and (2) and § 4 of the CAP, a decision shall be enforceable before the expiry of the term for lodging an appeal if:

- 1) the decision is immediately enforceable,
- 2) it is subject to immediate enforcement under the act,
- 3) it is consistent with the requests of all the parties (including the situation when the only party to the procedure is the investor).

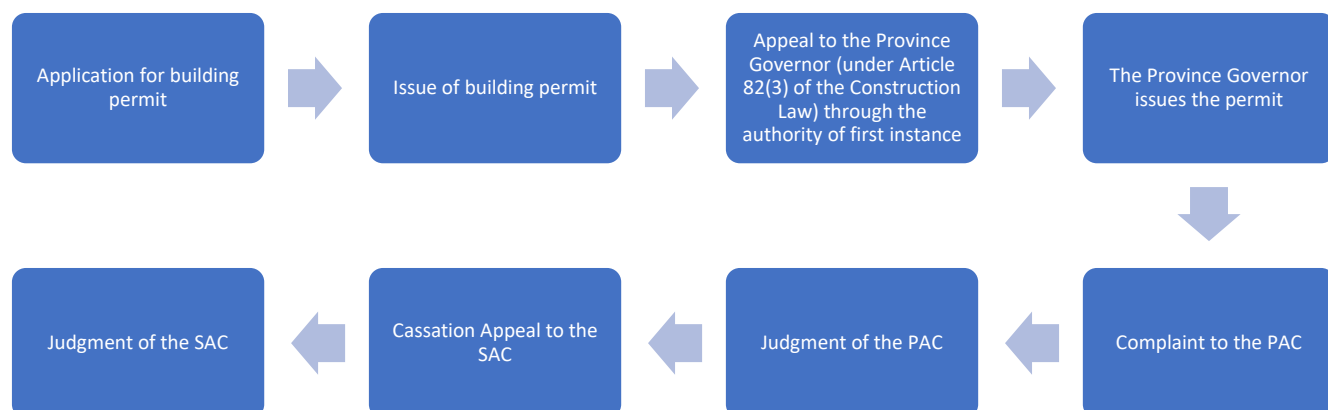


Diagram 6.. Mechanism for managing complaints at the stage of obtaining the building permit

11.2.2 Proceedings for determining the amount of compensation

As mentioned above, the investment project will not be implemented based on the Investment Project Implementation Permit (IPIP) issued by the provincial governor, and thus the determination of due compensation amount will not be governed by the Act of 8 July 2010 on special rules of preparing projects involving flood prevention structures.

In addition, the PAPs entitled to compensation only include persons who presently have no title in the property.

Consequently, the instances of all these persons will be examined individually for whether the mechanisms provided for in the Civil Code may be applied to attain the objectives of OP 4.12.

It should be emphasized that negotiations with the persons illegally occupying the property, aimed at acquiring full possession of the property, owned by the Municipality of Szczecin and intended as the main site of the investment project, have been conducted since 12 February 2018. During the talks, we intended to learn the needs and expectations of the illegal possessors (including the PAP belonging to a vulnerable group) and the former lessees of the property, so that the final consensus and form of compensation fully satisfies the project affected persons. The amount of compensation is based on the appraisal reports prepared by a licensed property appraiser. The arrangements with PAPs on the amount of monetary compensation and any additional compensating packages will be made in writing, under pain of nullity. If no agreement is reached on the amount of compensation, the PAPs may pursue their rights only by action before a common court.

Pursuant to the assumptions of the World Bank's Operational Policy OP 4.12, if compensation is proposed in an amount based on a valuation made by a licensed property appraiser, once the World Bank issued the 'no objection' clause for the RAP and the PAP rejected the proposal, the acquisition of property and related actions may be carried out if the amount of the compensation increased by 10% is deposited.

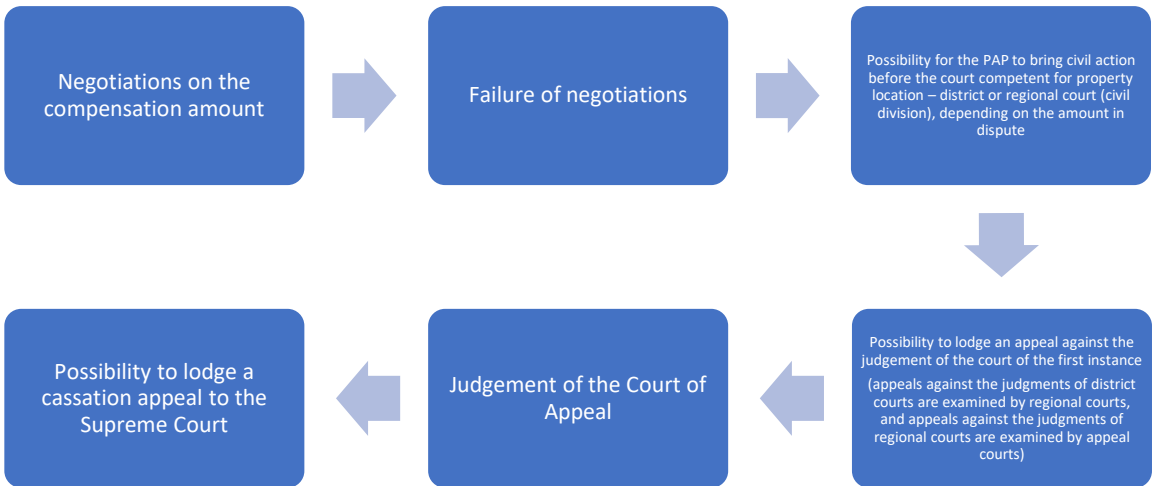


Diagram 7. Mechanism for managing complaints at the stage of determination of the compensation form and amount

12. MECHANISM FOR THE SUBMISSION OF COMPLAINTS AND REQUESTS CONCERNING THE EXECUTION OF THE WORKS CONTRACT

The mechanism for filing complaints and requests regarding the construction and erection works carried out by the Contractor will be implemented at the beginning of the whole process, and will apply throughout the time of execution, functioning and closing of the Investment Project.

12.1 Place for filing complaints

A party may file a complaint or request in one of the following three places:

1. Directly at the Project main office, which will also serve as a point of consultation: Office of the Consultant Engineer:

SWECO Consulting Sp. z o.o.
ul. Łyskowskiego 16,
71-641 Szczecin,

2. Directly at the Employer's office:

State Water Management Polish Waters
RZGW in Szczecin
ul. Tama Pomorzańska 13A,
70-001 Szczecin,

3. Directly at the site office (the address will be published on the Investment Project website, 1 month before the commencement of works).

Additionally, complaints and requests may be submitted:

by mail to the addresses indicated above; or

online:

by e-mail: ProjektBS@wody.gov.pl

e-mail: odra.szczecin@sweco.pl

There will be also a telephone information line – complaints may be submitted by calling at: +48: fax: +48:

12.2 Time limits for considering complaints and requests

Time limits for considering complaints and requests:

written confirmation of receipt: 7 days from delivery;

proposed solutions:

- if the examination of a request or complaint requires a previous explanation, the process will include collection of materials as well as analysis, studies, etc. In such an event, a reply to the complaint or request will be given in **14 days** from the date of submission;
- where no explanatory procedure is required, a reply to the complaint or request will be given in **7 days** from the date of submission;
- in particularly complex cases or if acceptance of the request or complaint requires amendments to the RAP, the time limit for replying to the complaint or request will be extended to **30 days**.

The proposed complaint registration form is presented in Attachment 4.

12.3 Persons responsible for considering complaints and requests

PGW RZGW Szczecin will designate its employees (Social Matters Consultants), who will be responsible for communication with the public and for handling complaints. There will also be one person designated in the Consultant Engineer's team, having competence and experience in the field.

12.4 Audits and independent appeal procedure

We assume periodic internal audits (to be conducted once every six months) of the 'complaint mechanism', aimed at checking whether the implemented system is effective.

13. PROJECT-SPECIFIC DATA PROTECTION POLICY

The following principles, to be applied during the Task, aim to ensure transparency, protection and security of collected personal data of the Project Affected Persons (PAP).

Data controller

The controller of personal data is the State Water Holding 'Polish Waters' – Regional Water Management Authority in Szczecin, ul. Tama Pomorzańska 13A, 70-001 Szczecin. The controller is responsible to use the data safely and in accordance with applicable laws, in particular with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 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.

Contact details of the data protection officer

If you have any questions about the manner and scope of processing your personal data in connection with PGW WP operations, or about your rights, you may contact the Data Protection Officer of PGW WP on iod@wody.gov.pl.

Legal basis of processing

Personal data are processed on the basis of Article 6(1)(e) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 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 conjunction with Article 6 of the Real Property Management Law of 21 August 2017.

What personal data may be collected and for what purpose

Personal data are any information of personal nature, which allows for identification of a particular person. PGW WP RZGW Szczecin only collects such data which are necessary to implement the investment projects carried out by PGW WP RZGW Szczecin (in this case, the Works Contract No. 1B.3/1, Task titled 'Construction of mooring base for icebreakers'). Such data are processed only in the scope specified by the PAPs, based on their voluntary consent expressed by an appropriate form, and may cover:

- a) identity data: full name, surname and date of birth,
 - b) contact data: telephone number, address of residence and/or legal domicile, e-mail,
 - c) data related to the payment of compensation for permanent seizure of property: Personal Identification Number (PESEL), series and number of identity card, parents' names, account number.
- The consent for the storage and processing of personal data is voluntary, but its refusal may prevent the payment of compensations or notifying the PAPs of the commencement and course of construction works.

PGW WP RZGW Szczecin only stores the current personal data of PAPs, and the PAP should inform PGW WP RZGW Szczecin of any change in their data.

Which personal data have been acquired otherwise than from the data subject and from which source(s).

To identify the owners / perpetual usufructuaries / possessors and other persons entitled to the properties that will be subject to permanent seizure or restriction on use, PGW WP RZGW Szczecin has acquired personal data from the Land and Building Register, the electronic system of Land and Mortgage Registers and the register of inhabitants and payers of property tax maintained by the municipal offices competent for the PAP's place of residence. Such acquired data include:

- a) identity data: full name, surname, parents' names (if provided in the LBR), PESEL number (if provided in the Land and Mortgage Register),
- b) changes in the data listed above: changes of surname, information about death, changes or updates of the place of residence,
- c) contact details: address of legal domicile (if provided in the LBR).

Who may be provided personal data

The personal data of PAPs may only be disclosed to:

- a) authorised public entities, for the purposes of their proceedings, if PGW WP RZGW Szczecin is required to provide such data under relevant regulations and documents (such as court summons, judicial order or another legal or administrative procedure),
- b) the entities involved in implementing Works Contract No. 1B.3/1, Task titled 'Construction of mooring base for icebreakers', only insofar as necessary to carry out a particular action,
- c) postal operators, in order to notify PAPs,
- d) Consultant's representatives and lawyers, in order to support implementation of the Works Contract and to pay compensations.

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

Rights of data subjects

Each PAP has the following rights:

- a) right of access to his or her personal data, their update and rectification,
- b) right to erasure ('right to be forgotten') or transmit the data to another controller,
- c) right to restriction of processing of his or her personal data – some data may be designated as restricted for processing only in certain circumstances,
- d) right to lodge a complaint for the processing of his or her data by PGW WP RZGW Szczecin, with the data processing supervisory authority, if the PAP considers that the processing of his or her personal data infringes the provisions of the General Data Protection Regulation of 27 April 2016 (as defined above),
- e) withdraw at any time the authorisation for PGW WP RZGW Szczecin to process his or her personal data.

Data of the PAPs will not be subject to automated decision-making (profiling).

Contact details of the supervisory authority competent for receiving complaints

Prezes Urzędu Ochrony Danych Osobowych
ul. Stawki 2
00-193 Warszawa (Warsaw, Poland)

Contact 22 531 03 00 fax 22,531 03 01
Office hours: 8:00–16:00
Helpline: 606-950-000 available on business days from 10:00–13:00

Period of retention of personal data

Personal data will be retained until the date of prescription of PAP's claims for damages.

14. MONITORING AND ASSESSMENT

The monitoring of LA&RAP implementation is an integral part of the Contract monitoring and management system. In consequence, the monitoring process will use tools applied in monitoring the implementation of the Contract, which is aimed at reporting to sponsoring undertakings and delivering current information about any issues, contingencies and irregularities. The LA&RAP is an integral part of the investment process, which allows for an immediate reaction in the event of problems or irregularities. It is also fundamentally important to ensure appropriate cooperation between the Consultant, PIU and PCU. The information flow within the monitoring is presented in the following diagram. General monitoring and assessment procedures are elaborated in the 'Land Acquisition and Resettlement Policy Framework', available on

http://www.odrapcu.pl/doc/OVFMP/Ramowy_dokument_dotyczacy_Przesiedlen_i_Pozyskiwania_Nieruchomosci.pdf

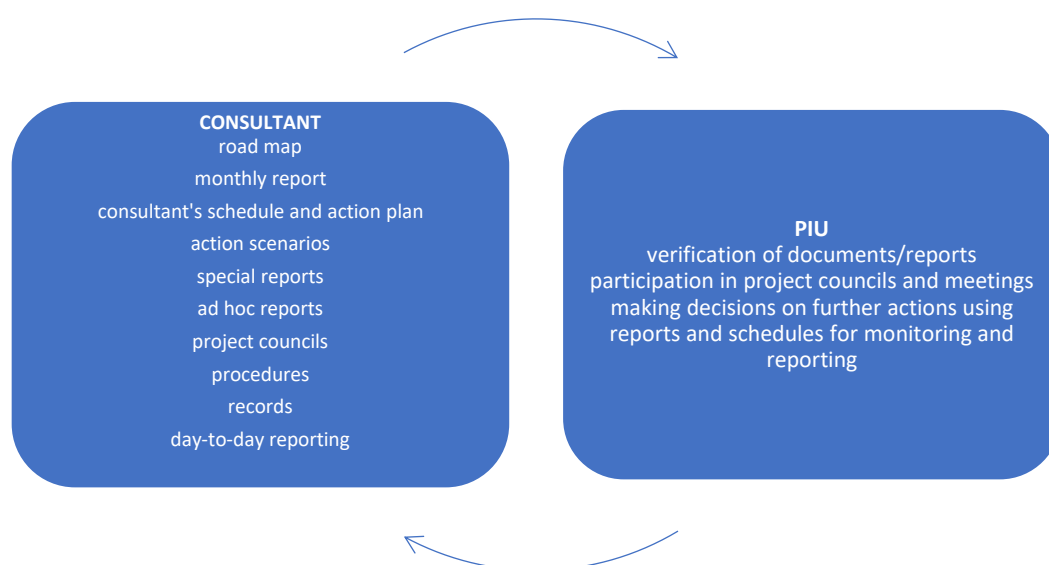


Diagram 8. Monitoring of LA&RAP implementation

An essential role for monitoring the LA&RAP implementation is played by Consultant's and PIU's recording of facts and events, in particular through a register of correspondence, register of complaints, register of progress in acquiring titles to dispose of the property for construction purposes, and register of progress in compensation payment. The information contained in the registers are taken into account when preparing a data summary on the quantity of acquired properties and the amount and type of compensations paid. Any changes must be recorded in the registers. The registers are used to thoroughly monitor the following parameters:

a) the number of properties to be expropriated and already expropriated,

- b) the number of persons to be resettled and already resettled,
- c) the number of properties to be temporarily acquired (planned and achieved),
- d) the amount of all expenses on the resettlement process (planned and achieved),
- e) compensations paid for the loss of title to property,
- f) compensations paid for the loss of income source,
- g) other compensations paid in connection with the investment project,
- h) the degree and status of protective measures,
- i) substitute properties acquired and awarded,
- j) the number of complaints.

The LA&RAP monitoring system so shaped allows for a rapid response in the event of issues and for smooth reporting within the existing Contract management systems. The document will be updated quarterly.

The main indicators to be monitored with regard to the Contract carried out by RZGW Szczecin as part of Task 1B.3/1 are shown in the following table.

Index	Information source	Monitoring frequency	Progress indicator
Parameters assumed			
The number of properties acquired	Civil-law contracts , Consultant's Records	Monthly/Quarterly	Quantity (pcs.)
The number of Project Affected Persons (PAP)	Land and Mortgage Registers, excerpts from land register, lease contracts concluded, visits on task site	Continuous updates during the arrangement and payment of compensations	Quantity
The amount of all expenses on resettlement, including compensations (planned)	Consultant's Records	Monthly/Quarterly	PLN
Parameters achieved			
The amount of all expenses on resettlement, including compensations (actual)	Investor's financial records	Monthly/Quarterly	PLN
The number of properties acquired	Investor's/Consultant's Records	Monthly/Quarterly	Quantity (pcs.)
Performance indicators			
Number of complaints	Investor's/Consultant's Records	Monthly/Quarterly	Quantity (pcs.)
Number of complaints examined	Investor's/Consultant's Records	Monthly/Quarterly	Quantity (pcs.)
Compensations paid, other	Investor's financial records	Monthly/Quarterly	PLN

The results of the monitoring will be presented in monthly and quarterly reports. The *ex-post* assessment will be conducted six months after complete implementation and achieving the objectives of the LA&RAP; it will be evaluated and will cover the documenting of actions which directly affected the PAPs, to check whether we managed to restore a level of life equal to or higher than that from before the Project.

15. COSTS AND BUDGET

Item	Compensation amount	Total (PLN)
Expenses incurred on the property, including any structures, plantings and improvements	No data*	No data*
Removal expenses	No data*	No data*
Costs of renovating the acquired premises	No data*	No data*
Court fees	No data	No data
LA&RAP implementation costs**	Not applicable	No data
Unforeseen costs	No data	No data

* The compensation amount will be set by an independent property appraiser and paid prior to the actual taking of land.

** The cost of information campaign (correspondence with PAPs), the cost of postal orders sent to persons not having a bank account, etc.

The funds will be acquired from the International Bank for Reconstruction and Development, the Council of Europe Development Bank and the State Budget.

Compensations will be paid by the Investor – PGW WP RZGW Szczecin. The funds are guaranteed by the State Treasury and distributed to Polish Waters through the Ministry of Finance, the Ministry of Interior and Administration and the Ministry of Maritime Economy and Inland Waterways.

A PAP receives compensation by transfer made from the account of RZGW in Szczecin to a specified bank account or, if the PAP does not have a bank account, by a cheque which the PAP uses to collect cash directly from the bank. The PAPs which will have their new premises renovated will receive compensation equal to the difference between the amount stated in the appraisal and the amount

spent on the renovation. Until the renovation is completed and settled, the compensation will be retained by the Investor under an authorisation given by the PAP.

16. LA&RAP IMPLEMENTATION SCHEDULE

The following table presents all steps necessary to prepare and implement the LA&RAP, according to the LA&RPF.

LA&RAP PREPARATION			
Steps	Activity	Responsibility	Verification of activities
1	Preliminary assessment of the Task's social impacts	Consultant – Real Property Team	RZGW – LA&RAP Verification Team
2	Setting the final scope of expropriation and drafting the building permit design	Designer/Consultant	RZGW – LA&RAP Verification Team
3	Setting the framework of coordinating LA&RAP implementation with competent state authorities	PIO, PGW WP RZGW	RZGW – LA&RAP Verification Team
4	Collecting excerpts from the LBR and from land development plans	PIO, PGW WP RZGW	RZGW – LA&RAP Verification Team
5	Assessing the social effects of the Task	Consultant – Real Property Team	RZGW – LA&RAP Verification Team
6	Verification and update of collected materials, impact reports and economic analyses	Consultant – Real Property Team	PGW WP RZGW – LA&RAP Verification Team
7	Preparation of draft LA&RAP	Consultant – Real Property Team	PGW WP RZGW – LA&RAP Verification Team
8	Public consultation on the LA&RAP upon the Bank's approval	Consultant – Real Property Team	PGW WP RZGW – LA&RAP Verification Team
9	As far as the comments and requests on the LA&RAP are accepted – verification and update of collected materials, impact reports and economic analyses	Consultant – Real Property Team	PGW WP RZGW – LA&RAP Verification Team
10	As far as the comments and requests on the LA&RAP are accepted – amending the LA&RAP	Consultant – Real Property Team	PGW WP RZGW – LA&RAP Verification Team
11	Submitting the LA&RAP to the World Bank	PIO, PGW WP RZGW	BKP
12	No comments by the World Bank	BŚ	-
13	Publication of the LA&RAP	PIO, PGW WP RZGW	-

LA&RAP Implementation			
Steps	Activity	Responsibility	Verification of activities
1	Setting a detailed schedule of LA&RAP implementation	Consultant – Consultant Engineer's Real Property Team	RZGW – LA&RAP Monitoring & Implementation Team
2	Submitting the application for building permit	PIO, PGW WP RZGW	RZGW – LA&RAP Monitoring & Implementation Team
3	Obtaining the building permit	PIO, PGW WP RZGW	RZGW – LA&RAP Monitoring & Implementation Team
4	Notifying PAPs of the acquisition of building permit, related effects and further actions planned by the Employer	Consultant – Consultant Engineer's Real Property Team	RZGW – LA&RAP Monitoring & Implementation Team
5	Valuation of outlays on property performed by independent property appraisers according to applicable laws, and verification of the valuation	Consultant – Consultant Engineer's Real Property Team	RZGW – LA&RAP Monitoring & Implementation Team
6	Providing the Project Affected Persons with appraisal reports and carrying out negotiations (contractless users)	Consultant – Consultant Engineer's Real Property Team	RZGW – LA&RAP Monitoring & Implementation Team
7	If the negotiations are unsuccessful, notifying the PAPs of the option to bring action to a common court for setting the amount of compensation	Consultant – Consultant Engineer's Real Property Team	RZGW – LA&RAP Monitoring & Implementation Team
8	Payment of compensation or providing substitute properties, launching other compensation and protection measures provided for in the LA&RAP	PIO, PGW WP RZGW	RZGW – LA&RAP Monitoring & Implementation Team
9	Actual takeover of the acquired properties and commencing works under a civil-law contract and the building permit	PGW WP RZGW supported by Consultant Engineer	RZGW – LA&RAP Monitoring & Implementation Team
10	Evaluating LA&RAP implementation	Consultant – Consultant Engineer's Real Property Team	RZGW – LA&RAP Monitoring & Implementation Team

RECURRING TASKS			
Steps	Activity	Responsibility	
1	Continuous internal monitoring of LA&RAP implementation	Consultant – Consultant Engineer's Real Property Team	RZGW – LA&RAP Monitoring & Implementation Team

2	Reporting to the World Bank	RZGW – LA&RAP Monitoring & Implementation Team	BKP
3	Continuous coordination with state and local government authorities	RZGW – LA&RAP Monitoring & Implementation Team	BKP
4	Ongoing communication with PAPs	Consultant – Consultant Engineer's Real Property Team	RZGW – LA&RAP Monitoring & Implementation Team

FOLLOW-UP TASKS			
Steps	Activity	Responsibility	Verification of activities
1	Evaluating LA&RAP implementation	Independent external auditor	World Bank

17. Appendix 4 COMPLAINT FORM SUBMITTED TO THE CONSULTANT (BASED ON WB GUIDELINES)

Ref. number _____	
Full name <i>Note: the complaint may be filed on an anonymous basis or you may demand that your data not be disclosed to third parties without your consent</i>	Complainant's first name _____ Complainant's surname _____ I would like to file the complaint anonymously _____ I demand that my personal data not be disclosed without my consent _____
Contact details <i>Please indicate the method you should be contacted (e-mail, telephone, regular mail)</i>	Post (please provide your correspondence address) _____ _____ _____ Telephone: _____ E-mail: _____
Preferred language of communication	Polish German English Other (please specify) _____
Description of the subject matter time of occurrence, _____	
Subject-matter of the case/complaint, including the location concerned by the case/complaint, persons involved in the case and the effects of the event	
<div style="background-color: #4a7ebb; height: 20px; width: 100%;"></div>	
<div style="background-color: #4a7ebb; height: 100px; width: 100%;"></div>	
Date the case / subject-matter occurred	One-off event / complaint (date: _____) The event occurred more than once (please specify how many times: _____) Ongoing (the issue exists now)
<div style="background-color: #4a7ebb; height: 20px; width: 100%;"></div>	
What measures would solve the issue in our opinion?	
<div style="background-color: #4a7ebb; height: 100px; width: 100%;"></div>	
Signature: _____ Date: _____ Please forward this form to: [Full name] OHS Inspector [Company name] Address: _____ Tel.: _____ or E-mail: _____	

Appendices:

1. Appendix 1 – Anonymous socioeconomic study questionnaires (four originals);
2. Appendix 2 – Catalogue of former lessees of the property located at Karpia street, which may be published once anonymised
3. Appendix 3 – Catalogue of the PAPs entitled to compensation, which may be published once anonymised
4. Appendix 4 – Complaint form (contained in Section 17 of the LA&RAP);
5. Annex no. 5 – Consultation report.
6. Annex no. 6 – Legal information on damages.