QUESTION FORM

CONTRACT 3D.2/1 CONSTRUCTION OF THE RIGHT EMBANKMENT OF THE BIAŁA RIVER IN THE CITY OF TARNÓW

Knowing your opinion about the Project and method of its implementation is extremely valuable for us; thus, we request for provision of information given below for the contract purposes:

Name and surname:

Telephone number (for contact purposes):

Address:

Postal code: 33-100 Tarnów

E-mail:

For owners of plots to be expropriated / users of allotment gardens:

Plot no. / Allotment garden no. 731 FAG "Semafor"

Question Form:

1. Should the title of the document start from the words **"Report on"** and not from the word "Draft" due to the fact that the "Draft LA&RA **Plan**" dated December 17, 2019 was developed over two years after the decision issued by the Governor (dated August 31, 2017) became final (October 13, 2017), and the site was handed over based upon that decision to the investor two weeks later, on October 27, 2017?

According to "Słownik języka polskiego PWN" [PWN's Polish Dictionary[1]] the plan shall be defined as: *1. «a thing to be done»*, and the draft as: 2. *«an initial version of something»*, it is something that has not gained its final shape. Do I not understand it or do I not want to understand something, as suggested by a representative of the PAF during the meeting of February 6, 2020?

Therefore it is fiction – obviously not fiction writing, but formal-legal fiction. The document contains actions, which – in accordance with the law – should have already been completed as a plan, while referring them to other meaning than they actually have, and is misleading, what has been described below. Its authors inform the same contents in different parts just to provide greater importance, but in turn it seems to be chaotic, hasty and offhand written. The absence of measures is made up for by describing the ones implemented several times.

2. Which particular provision remained a basis for taking over rights and liabilities of the original investor – Małopolski Board of Amelioration and Water Structures in Cracow – by the Polish Waters?

[1] […] Information for English readers

A lawyer present at the meeting referred to amendments implemented in 2018 by the "Act of July 20, 2018 on the modification of the Act on Water Law and some other acts". I did not find such a provision there.

3. When did the take-over particularly take place?

I deem that it was after July 20, 2018. Therefore, the original investor had enough time to fulfil its legal liabilities (e.g. establishing the amount of compensation).

4. Should one apply for issuance of a decision to the governor after taking over liabilities of the previous investor?

A deadline for its issuance determined under Article 12 (1) of the special act is 90 days. It is not as huge delay as you have suggested, and that would allow the Polish Waters to perform legal actions. Another solution would be applying for reinstatement of deadlines determined under the special act. Unless no one cared for acting in accordance with the law.

5. What is the legal basis for splitting the payment of compensation for plots located in the embanked area and for the ones located within the sites to be taken by the embankment?

6. How many gardeners have acknowledged the "Draft LA&RA **Plan**" made available from 01/15/2020 to 02/05/2020?

There were four of us at the meeting and only I have been personally invited, and after statements of the other gardeners on the draft – or rather their absence – I deem that I was the only person that have read it.

7. Is it a coincidence or a planned effect that the most of the persons invited by you to those "public consultations" were "officials" – representatives of the management board for FAG "Semafor", PAF, authorities of Tarnów, etc.?

8. Why were the gardeners not informed about the course of negotiations on provision of a replacement site on an ongoing basis, and why they still do not participate as a social party? What was the purpose for having the negotiations behind the gardeners' backs?

9. Are you aware that at implementation of the contract provisions of the special act – based upon which you act – have been violated (not observing the deadlines, mode and method for establishment of compensation), and you intend to violate another one (not providing replacement sites)? Do you think that selective application of provisions of the same act has a value of legality? Does a specific Machiavellianism applied in that case have any justification?

A member of parliament, Mr. Przemysław Czarnek, Ph.D. in Law, stated in "Minęła 20" [TV program emitted by national newschannel titled "Past 8 p.m."] emitted on February 5, 2020 that: *In every state under the rule of law a judge or a citizen, who violates the law, needs to take into account the consequences*. That statement shall also be referred to state or local-government officers. In a broadcast emitted by TVP.INFO [State-owned news channel] on January 29, 2020 (at 11.45 am), Czesław Kłak, Professor of Law, judge of the Tribunal of State, ascertained that instrumental treatment of legal provisions may reduce respect to the law among the citizens. I, as a citizen of the legal Republic of Poland, am also against selective application of the law.

10. Who would – in your opinion – bear the cost of violating the provisions under Article 20 (1), (2), and (3) of the special act? Or maybe you do not see such costs?

11. In reference to provisions under Article 20 (1) related to compensation: ***Agreement is made in a written form under pain of nullity***, would the established amount of due compensation for me be valid, if those establishments were completely ignored? Is that provision also unimportant for you?

The special act expects making of establishments on compensation ***in a written form*** within a specified deadline. I have not received such an establishment yet. Even a protocol developed at inventory of my properties on the allotment garden has not been handed over to me. I do not have a copy, because persons making the inventory did not deem it relevant to provide me with one (second original). They only asked me to sign notes they made. Is it a "regular" mode of proceeding?

12. What is a source of map presented by you to show areas protected against flooding by the embankment to be constructed?

"Implementation of the Contract results from the necessary improvement of flood safety for the area located along the right bank of the Biała River in Tarnów, protection of developed land, and limitation of flood damage within that area through development of an embankment between a railway embankment of PKP (Cracow – Medyka railway line) and the existing embankment (vicinity of Św. Katarzyny Street) closing the flood protection system for the City of Tarnów. The designed development shall protect the area of about 15 ha" (page 5[2]) – the aim is untruly determined. For the purpose of protecting 15 ha it is planned to remove 12 ha of allotment gardens. As proved by the flood of 2010, water would sooner spill over the existing embankments than through the area of Family Allotment Gardens (FAG) "Semafor", and the area beyond the embankment at Św. Katarzyny Street and at Braci Żmudów Street was flood by water of so-called Stary Wątok, and not by Biała. Therefore there is no flood hazard for other sites from the site of allotment gardens; it only exists for allotment gardens, but the state has not taken that into account yet – after two major floods of 1997 and 2010 and some smaller ones the gardeners have not received a single penny of compensation, although the allotment gardens had a status of **a permanent** garden.

13. Is there more truth in the objective given in a further part of the document: *"Due to implementation of the Contract* ***new areas*** *protected against floods* ***shall be formed*** *within the City of Tarnów,* ***and they may be used for development, provision of services, or development of industry*** *(after modification of their purpose and passing the Local Spatial Development Plan) – currently the area, where the Contract shall be implemented, as well as the area adjacent to the embankment on the side protected against flooding are not a subject of the LSDP"* (page 6) and *"Implementation of the contract shall also contribute to (...) <<releasing>> land (...), which currently is under risk of flood in the River Biała basin, for future development"* (page 21)? That aim seems to justify motives of constructing the embankment within FAG "Semafor" finally better, and the fact that *the property owner (Municipality of Tarnów) is lively interested in implementation of the Contract*. Developers would not obtain construction permits for development within flood plains.

14. Shall contents of the draft be treated seriously, if on page 6 it states that the investor (Polish Waters) *"shall pay compensation to users of allotment gardens"*, whereas the special act states in Article 20 (2) that the investor has 2 months for establishing the amount of compensation discussed under Article 20 (1) with the interested persons. In case of not keeping that deadline the amount of compensation shall be established by the governor in a decision. The governor has 30 days for that in accordance with the special act (Article 20 (3)). Let's count: 2 months from October 13, 2017 is December 13, 2017. In that moment the investor lost its title to establish the amount of compensation. Let's add 30 days – it is January 12, 2018, and that was the final deadline for establishing the amount of compensation for the gardeners. And now we have January 2020 and the investor puts itself above the law, which does not stop the authors of the document in lying few sentences further that the compensation *"shall be paid according to provision of the Special Flood Act"* by the Investor. If those are not provisions referred to

[2] page numbers according Polish version of LA&RAP

above, which ones are they? Which regulations are currently applied by the Polish Waters – after breaking the ones in the special act – in relation to the procedure of compensation establishment? Did they establish them on their own?

15. Which regulations allow for leaving the condition under the special act, as given in Article 20 (3), dead?

On page 7 of the draft it is informed that: *"For the purpose of reinstating family allotment gardens the Investor obtained 3 properties owned by the Municipality of Tarnów* [Page 28 described that fact differently: *"The Mayor of Tarnów declared provision of properties from resources of the Municipality of Tarnów for reinstatement of allotment gardens"*] *and located about 1 km in a straight line from the area of allotment gardens to be removed. In the past ('70s and '80s of the 20th century) the area was used by the Municipality as a municipal waste storage facility without having a legalized status of a storage site for that area. During the construction works it was planned that those properties shall be adapted for the purpose of FAG (...). However, during individual consultations with the Małopolski Regional Allotment Federation, FAG SEMAFOR Management Board, and users of allotment gardens negative opinions on the planned location were provided; thus, the Municipality was again requested to indicate other properties. The municipality does not have other replacement properties for that purpose and such properties have not been obtained from the State Treasury (discussions were held with KOWR and with the Prefect as holders of those resources); thus, in accordance with the law, a cash equivalent for the lack of replacement properties shall be transferred to the PAF."*
Article 21 (10) item 3 of the Special Act unequivocally obliges the investor to: *"provide replacement properties for reinstatement of family allotment gardens"*, and it needs to be emphasized that this warrant is absolute and unconditional, i.e. its implementation shall be done regardless of any circumstances and conditions. In that provision the legislator opposed attempts of local authorities to acquire allotment gardens in order to transform them into investment sites, and – in case it would be necessary – protected the status of areas designated for recreation through gardening with that provision to avoid their reduction. As you can see, the investor – in that case along with other institutions – does not respect that provision of the special act! The investor violated those provisions, although it refers to them on page 43 of the draft, which means that it knows it well. Therefore it proves that the Municipality of Tarnów shall take the compensation, but it does not intend to provide the gardeners with a possibility of continuing their passion. On page 43 of the draft it is explained that in accordance with the Act on family allotment gardens: *"The commune is obliged to provide access roads, electric power, and water to FAG, and to include the needs of FAG in organizing public communication."* It clarifies why also the authorities of Tarnów (similarly as the PAF, which receives an additional equivalent for that, as discussed above) are not interested in executing "replacement properties for reinstatement of family allotment gardens" from the investor, as required by Article 21 (10) item 3 of the special act.
16. What is a legal basis for payment of *an additional equivalent*? Is promising of *an additional equivalent* to the PAF – its regional unit – for not handing *replacement properties for reinstatement of family allotment gardens* (Article 21 (1) item 3 of the special act) for the allotment gardens to be removed not an inducement to desist from statutory actions, to which it is obliged? §94 of the "Statute of the Polish Allotment Federation" (Warsaw, 2018) states in item 1 that: *"A regional unit of the PAF, hereinafter referred to as the region, acts on behalf*

and in the interest of PAF members and FAGs within the range of its operations", which furthermore results from the "PAF Status" determined under §1 of the Statute: *"The Polish Allotment Federation, hereinafter referred to as the <<PAF>>, is an all-Polish gardening association assigned to form and manage family allotment gardens and to represent and protect interests of its members."* In both cases we can read about **representation and protection of interests** and about **actions on behalf and in the interest of PAF members**, colloquially named as **the gardeners**. During the meeting I did not have a feeling that the PAF leaders present there represented my interests – on the contrary: their statements and words of the speaker proved that they would rather talk with the investor. Finally, the PAF would take the compensation and *the additional equivalent* without a necessity of solving the issues associated with reinstatement of the garden. Life could not be any better! Sympathy of the PAF to the investor proceeding that way is not surprising. Tasks of the PAF are also additionally defined under §6 informing its objectives. Is inducement to stop the actions in favor of promised benefits not an attempt of corruption of a potential beneficiary?

16. Shall compensation be paid to the Municipality of Tarnów regardless of the fact whether a part of FAG "Semafor" to be removed would be reinstated?

In reference to the area of FAG "Semafor" the draft states on pages 6 and 7 that: *Allotment gardens have been developed at 4 out of 8 properties, which have been legally taken over by the State Treasury (plots with following register numbers 1/35, 1/37, 1/39, and 1/41 (partially)), whereas plots with register numbers 1/27, 1/29, 1/31, 1/33 were/are used as access roads.*

All of the expropriated properties are properties owned by the Municipality of Tarnów (public plots). ***Compensation for ownership rights shall be paid to the Municipality****. The following entities had limited property rights to those properties:*

- ***Polish Allotment Federation (PAF)****, and*
- *Polish State Railways (PKP).*

Those entities received compensation proportionally *to limited property rights of those entities.*

Both of those provisions show why the gardeners have not been honestly informed about adopting the plan of embankment construction for implementation and about the progress of works; they have simply been disinformed by institutions listed above (e.g. the management board for FAG "Semafor" stated until June 2019 that, despite the words of the Chairman, there are no particular information on the performance associated with the embankment), which were more interested in receiving the compensation – while avoiding expenditures associated with fulfilling of obligations under provisions of Article 21 (10) item 3 of the special act (necessary reinstatement of the garden) – than in the public interest, i.e. interest of few thousand users of FAG "Semafor". In that context a paragraph given on page 32 of the draft, i.e.: *"Minimization of performance impact on project affected persons in case of Works Contract 3D.2/1 shall be done through informing – on each stage of Contract implementation – about their entitlements, time of commencement of works, starting an InfoPoint, possibility of filing claims and motions, meetings, etc.",* sounds like a mockery.

On page 33 the investor admits that until June 15, 2019 the gardeners have not been informed about the works in the range of embankment construction planning and about the plan of removing the allotment gardens. In case of the other meeting – of September 3 – only some gardeners were invited, and their allotment gardens are located beyond the embankment.

17. Do not you think that proposing a former dumping ground as an area of recreation for the citizens of Tarnów is not only ridiculous, but also cynical? An idea that few thousand of allotment garden users rested or lounged at the dump might have been formed in a sick mind

only. Was it worthy to consider that at all and now justify oneself for not providing replacement sites so far, as required by the special act?

Paragraphs related to the dumping site contain untrue statements. It is not true that there were consultations with *"users of allotment gardens"*. The gardeners may acknowledge that only after reading the draft, if they would do it all. It is not true that the Municipality of Tarnów *"does not have other replacement properties"*. The City of Tarnów has areas located east from Jana Pawła II Alley, part of which have recently been put on sale (it is informed by a board placed at the alley). According to the discussed decision of the governor the interest of the State Treasury within the City of Tarnów is represented by its Mayor, and not by a Starost. It is not surprising that the Municipality of Tarnów does not care for providing a replacement site, while considering that the negotiations were performed by the Mayor with himself. The picture behind shows some kind of a collusion protecting interests of the units mentioned above, while completely ignoring interests of one unit only – the gardeners. They are to be an only victim of the contract implementation – the compensation would not change that fact. The beneficiaries are listed above. It is therefore not surprising that the document states on page 28 that: *"To sum up, one shall indicate that the property owner (Municipality of Tarnów) is lively interested in implementation of the Contract* [it shall not bear any cost and may count for profits]*, whereas the situation gets more complicated in case of users of allotment gardens, which are to be removed"* [they will bear lots of additional costs, despite compensation received].

18. Where and when *An InfoBase has additionally been developed in reference to unused allotment gardens located within other allotment gardens located in the city and within the Municipality of Tarnów for the PAPs"* (page 8)? I have read about it for the first time in the draft and heard about it for the first time at the meeting!

19. When and to what extent the gardeners will apply information given in that base, if until the day of the meeting (February 6, 2020) the information (about free allotments gardens within other gardens) has not been published?

20. Is satisfaction with compensation interpreted by you as satisfaction with the mode and method of contract implementation?

On page 8 of the draft you have stated that: *"The most of the users of allotment gardens to be removed informed, while signing the documents allowing for the compensation, that they are very satisfied with the proposed compensation amounts, and they asked about time of payment, especially in reference to the fact that they already have e.g. reserved other allotment gardens, where they will move and start management as soon as possible"*. They are satisfied because previously they were threatened by the Chairman that if railway authorities would take the allotment gardens earlier, then they will get nothing (he still intimidates with that – see: item 6 of his letter attached below). Furthermore, no one told them how much they should get, so they are happy with what they got. They move on their own, because they have been manipulated and believed words of the Chairman and of representatives of the Polish Waters that a replacement site is not due to FAG "Semafor".

Does the term given on page 12, **"cut-off date"**, have any legal basis? Is the following definition of the term "cut-off date" stating: *"**Cut-off date** – a date when an inventory of assets and a register of project affected persons were completed. Persons living in the area, where the Project shall be implemented, do not have a right to compensation or any other form of support after the cut-off date. Similarly, the compensation shall not be paid for fixed assets (such as buildings, plants, fruit trees, and woodlots) after the completion date for the inventory or – alternatively – after the agreed date"* not an attempt to threaten the gardeners? Especially in reference to the summary proving prior non-observance of the law, its violation by the investor. The special act does not contain such a condition for payment of compensation. What source

did the author applied for that? How do those provisions refer to a sentence of the Constitutional Tribunal stating that *"the compensation cannot in any way be reduced, and not only by a method of calculating its value, but also through a payment mode"* (sentence of the CT of 03/14/2000, P 5/99, OTK 2000, No. 2, item 60)?

21. It was stated on page 26 that 107 unused allotment gardens and 188 used gardens are to be removed – total of 295. Are you aware of the fact that those 107 left allotment gardens remain an effect of the lack of real decision and information on conceptual works and decisions related to the development of the embankment (this lasts for at least 3 decades), and the lack of any support to allotment gardens located within the flood plain (compensation, reduction of fees, other forms of support)?

The gardeners left them because they had enough of being uncertain. If I would not invest so much at my allotment garden, I would do the same long time ago.

22. To what extent does the World Bank's policy affect the project? On page 30 the draft informs a basis for payment of compensation – Land Acquisition and Resettlement Policy Framework and OP 4.12 (World Bank's Operational Policy 4.12 Involuntary Resettlement). Why the gardeners have not been informed about any of those documents so far? The documents have not be presented to them, delivered to them. How could they assess legitimacy of provided compensation? Should they only be happy that they got it? During the meeting it was informed that only 1 person appealed against the amount of compensation. How the gardeners were able to claim against it, if they did not know to what to refer to?

23. How does information given on page 29: *"Payment of compensation shall begin after developing the LA&RAP* [Land Acquisition and Resettlement Action Plan] *and after obtaining <<No Objection>> clause for it from the World Bank"* refer to provisions and deadlines given in the special act? In what place the special act makes payment of compensation dependent on the development of LA&RAP? Is it not a sign of putting the World Bank's policy above the Polish law? Has that clause been already obtained? Did I hear correctly at the meeting that compensation has already been paid in 161 cases?

24. On page 31 it was written that *"The key aim of the Land Acquisition and Resettlement Action Plan is purchase of properties necessary to implement the Works Contract in accordance with the Polish Law and with the World Bank's policy OP 4.12 in a way, which minimizes adverse impact on project affected persons, improves or at least restores their living conditions (...)"*. Is improvement or restoring the living conditions a joke? The only thing they will get is compensation. Why would you put fustian in there?

The aim would be achieved if the contract would be implemented in accordance with the special act, OP 4.12, while respecting the principles of community life, i.e. provision of replacement site, where the allotment gardens would be reinstated, payment of due compensation making up any damage to the gardeners, in relevant advance (at least 1 full season) for physical acquisition of the area for the purpose of contract implementation to allow the gardeners for moving their assets and cultivation to new sites.

Organizational structures engaged in the development of the embankment in Tarnów, as presented on page 63 and on following pages, prove that lots of people were involved, what allows for deeming that there was a potential to perform the works, including informing, honestly and in accordance with the law, in reference to persons affected by the performance directly, i.e. a mob of few thousand users, citizens of Tarnów and its neighborhood, members of FAG "Semafor", as well as their families and friends.

25. 74.5% (123) of the gardeners deemed that the fact of removing their allotment gardens affects their lives adversely, and seemingly – as the Chairman says – I was the only person to

state that (it is a typical attempt of exclusion, alienation). Which measures apart from compensation were expected by the investor to balance those adverse effects and improvement of gardeners' lives affected through bereavement of their place of rest and leisure?

26. Does the deadline for payment of compensation results from the will of the investor or is it conditioned by some legal provisions? Page 31 informs that: *An additional rule is (...) payment of compensation (...) prior to the commencement of construction works*. Can you please inform such a provision?

27. Page 33 informs that: *Individual meetings with users of allotment gardens were held on November 6, 14, 21, 22, 29 (from 8.00 am to 7.00 pm), where establishment protocols on the compensation amount were signed based upon estimates developed by independent valuers. During those meetings all doubts of the PAPs were clarified and questions were answered.* Why someone has lied stating that: ***A lawyer attended each of those meetings*** *and provided answers to questions referring to legal issues*.

An inventory was done at my allotment garden in the middle of November 2019. No lawyer was present. Maybe because, as the Chairman of FAG "Semafor" says, I am the only person not satisfied (it is a lie – the gardener sitting next to me was also dissatisfied and he admitted that, but was not able to articulate it. Every generalization is untrue, as only one exception proves its falseness), so only I am treated exceptionally.

28. How does the right to free-of-charge use of land refer to reality – the act (Article 22 (1)) and the document (page 33).

If due to the issuance of a decision by the governor all agreements referring to that land were terminated, it means also agreements between the gardeners, members of the PAF, and the FAG "Semafor" Management Board, based upon which right the Management Board took fees for the use of plots for 2018 and 2019? (In that time it even "sold" them to new users, although it apparently knew that those are to be removed). Did they not gain the title to use them free of charge as stated on page 33 of the document? If yes, we would need to discuss a considerable amount of over PLN 100 000 (about PLN 275.00 x 188 x 2 = PLN 103 400.00). (PLN 275.00 is an annual fee paid by me in 2019). Does such potentially groundless, illegal collection of fees not justify "satisfaction" with changing of the investor stated by the Chairman at the meeting and delaying specification of actions related to the development of embankment?

29. To whom and for what such a disrespect to the provisions of the special act would serve?

Subclause 4.3 of the draft refers entirely to the provisions of the special act – the analyses done base upon them – what proves my previous allegations that contents of that act were well known to decision-makers, and violation of its provisions was conscious, as well as intentional.

30. In conformity with Article 19 (4) of the special act, on the day the governor's decision became final (October 13, 2017) the properties, including fixed facilities owned by the gardeners, were transferred to the State Treasury. Does the circumstance that it was done while completely not informing them about that fact not violate the Constitution (Article 21: *"The Republic of Poland protects properties"*) and other regulations, e.g. Civil Code?

31. Subclause 4.4 obviously informs only some aspects of both legal systems, and their description is highly imprecise and biased, e.g. it states in the table given on page 39 that in case of the Polish law "*Assistance regarding incurring the costs of relocation and other similar costs resulting from the necessity to move to a new location by citizens and enterprises is not provided*". How does it relate to Article 21 (2) of the Constitution: *"Expropriation is allowed only when it is done (...) at due compensation"*? Does the term of fair institution of due compensation not contain that cost? One shall deem that the constitutional depiction refers to

"legitimacy" *"in lexical meaning, i.e. a feature of the thing that is relevant, logic, accurate and rational"* (Nurek W., *Słuszne odszkodowanie?* [Due compensation?], "Nieruchomości" [Real Properties Magazine], no. 10 [98], October 2006, [on-line], accessed on 01/29/2020, https://czasopisma.beck.pl/nieruchomosci/artykul/sluszne-odszkodowanie/). Bartosz Kasperek describes that institution in subchapter 1.2.3 "Rationale for Due Compensation" of *Tryb zwrotu wywłaszczonych nieruchomości* [Mode of Returning Expropriated Properties] (Wyd. C. H. Beck, Warsaw, 2019). We may read there (pages 6-8) that e.g.: *"**Due compensation** for expropriation, except for a rationale of public aim and necessary expropriation, **remains** a separate **condition, without which expropriation is unacceptable**. (...) A warranty for due compensation is one of factors determining the assessment of nuisance level associated with expropriation (see: sentence of the CT of 03/14/2000, P 5/99, OTK 2000, No. 2, item 60). Due compensation is such a compensation, which is related to the value of expropriated properties and should have **a compensatory character** (...)"*, which *"consists in **a liability to compensate the damage suffered**. (...) Currently, in sentences of the CT (...). It is stated (...) that due compensation **in principle** should **remain an equivalent** of the expropriated title. The compensation mainly takes the form of actual damages (damnum emergens), but it seems that it may also contain lost profit (lucrum cessans) (see: Suchar T., Some Remarks on Inclusion of Lost Profits, pages 72–78)"*. The CT referred to the principle of equivalency in 2000 as follows: *"It means that it should allow the owner for possible restoration of things lost or – in a wider range – such, which would allow the expropriated person to restore the financial situation from before the expropriation"* (sentence of the CT of 03/14/2000, P 5/99, OTK 2000, No. 2, item 60). Therefore, *"the compensation cannot in any way be reduced, and not only by a method of calculating its value, but also through a payment mode"* (sentence of the CT of 03/14/2000, P 5/99, OTK 2000, No. 2, item 60) (ibidem, page 7).

32. I did neither receive compensation nor information on its proposed amount yet, so I cannot refer to this issue in details. However, the author of the study quoted above (Nurek W., *Słuszne odszkodowanie?*) suggests that in case of compensation one shall think about it just at the moment of establishing the decision. What happened that in case of allotment gardens at FAG "Semafor" the compensation was established so late, with significant exceedance of deadlines determined for those actions in the special act, so with violation of its provisions? It shall be emphasized that in the Polish legal system the expropriation may only be implemented based upon the act, so provisions of the special act remaining a basis for that expropriation should be absolutely observed.

33. The table given on page 39 states that *"The Special Flood Act allows for acquiring the land and commencing works before the compensation is paid."* Which article allows for that? The quoted B. Kasperek writes as follows: *The compensation does not need to be paid prior to the expropriation (see: sentence of the CT of 12/13/2012, P 12/11, OTK-A 2012, No. 11, item 125. However, the literature also provides different views – see: Boć J., Prawo* [Law]*, page 463). It should however be paid **without undue delay** (see: Winczorek P., Komentarz do Konstytucji Rzeczypospolitej Polskiej,*[Comments to the Constitution of the Republic of Poland] *page 60)*. Do not we have a case of undue delay in situation, which is a subject of the meeting? Does not keeping the deadlines defined by the special act prove such a delay? What does the Polish law precisely say about a deadline for payment of compensation in case of justified expropriation for public purposes?

34. Is the following sentence given on page 43: *"It shall simultaneously be indicated that the legislator **did not determine** what should be understand by <<provision of replacement properties>> – is it indication of those properties and related obtainment of one of legal titles to the properties or conclusion by the entity, in the interest of which the liquidation is done, of one of the agreements discussed under Article 9 of FAG Law. The phrase "to assure" commonly*

means "to make something happen or to make someone get something" (Polish Dictionary, PWN)" not an example of playing possum and an attempt to find a justification for evading from the provision? I do not think that the legislator was obliged to clarify all of legal definitions applied in the text (for what purpose?), to provide "legal interpretation" (as one of inspectors of the State Labour Inspectorate tried to persuade) for every provision, article of enacted legal acts. That provision is clear and if the term "to assure" has not been additionally defined in the special act, it shall be applied literally and read in accordance with its dictionary meaning, which has been given in the document. It seems that the authors need some support in that case: *to assure replacement properties* = "to make replacement properties to occur, be" or the PAF (its members) "gets replacement properties". Kind of formal and legal steps to be made is a secondary issue and that is a problem of the investor.

35. On which basis it is written on page 44 that: *"in case it would not be possible to redevelop FAG due to various circumstances, it may also be considered to pay compensation"*? The special act does not foresee such a solution; thus, it would need to state a legal basis for that "case".

36. Is the investor able to present a precise summary of *"direct contacts with the Management Board for FAG "Semafor" and with the users of allotment gardens"* (page 48)? The FAG "Semafor" Management Board informed the gardeners about such contacts sparingly, and they themselves do not remember much of it. I personally heard about the meeting of June 15, 2019 on the grapevine. And this is why I attended it at all.

37. What can you tell about 62 gardeners, whose allotment gardens with be liquidated and they do not want to settle at new allotment gardens? Is satisfaction with compensation granted a real reason for such a decision? In case of 125 you cannot tell if they do not want to. To put it straight: *"91 users of allotment gardens declared that they would like to continue their way of spending free time at a replacement garden"*. Both groups made their decisions long time before receiving compensation (the survey was done in June 2019).

It should not have any effect on the investor's liability *"to assure replacement properties for reinstatement of family allotment gardens"* (Article 21 (10) item 3 of the special act). The legislator obliged for its reinstatement not only due to the interest of gardeners, whose allotment gardens are to be expropriated for the purpose of flood protection investment, but also in a widely considered public interest associated with the assurance of green area of that type in cities and urban agglomerations – to allow for leisure and recreation at allotment gardens to all potential users, now and in the future.

38. Page 56 informs that: *No vulnerable groups requiring special support from PGW WP RZGW in Cracow were identified*. According to the table given on page 39 and in the World Bank's operational policy OP 4.12 it refers to **the poor, the elderly, single mothers, children** or ethnic minorities. Are they really absent among the users of allotment gardens to be removed? The most of users of those gardens are pensioners. Are pensioners young? Many of them live from small amounts provided by ZUS [State Social Insurance Company]. How does the World Bank define poverty? Are single mothers and widows with children really absent among the gardeners? Just go to allotment gardens on the weekend to verify how many children are using them. Maybe it should be better to write the truth and state that PGW WP RZGW in Cracow does not see any reason for taking care about them? It may clearly be seen in a way the gardeners were treated, just in the range of not considering them as subjects (and treating as objects) of the entire planning and implementation process for the contract and of unfair provision of information referring to that process. The gardeners were practically no partners for the investor to establish anything (except for compensation, which was a liability under the special act).

39. Considering Clause **8 "Social Consultations"**, one cannot say, which consultations are referred to in the document, as the dictionary meaning is as follows: 1. <<asking a specialist or an expert for an opinion>>; 2. <<provision of advices and clarifications by a specialist or an expert>>; or 3. <<a meeting of specialists or experts in a certain case>>. It rather is not the first and the third meaning. In case of the only meeting I personally attended the 2nd meaning is also not relevant. Although representatives of AECOM and the Polish Waters arrived, they were not able to inform particular, straight facts and information about which the gardeners asked for. They did neither know the deadlines nor criteria for establishing and paying the compensation or its estimated value. They did not inform about legal acts associated with the contract and about dates and effects of their enactment. They were not able to say what will happen with the replacement site and what is the possibility of moving the assets by the gardeners, and – due to a proposal of the chairman to leave the allotment gardens by the end of September – where they should store equipment and garden devices from the allotment gardens (answer of the expert and of the specialist was: you need to sell it, but he did not accept the proposal of purchasing "that"). Contents of Clause 8 are written based upon the rule: "you can say what you like on the paper".

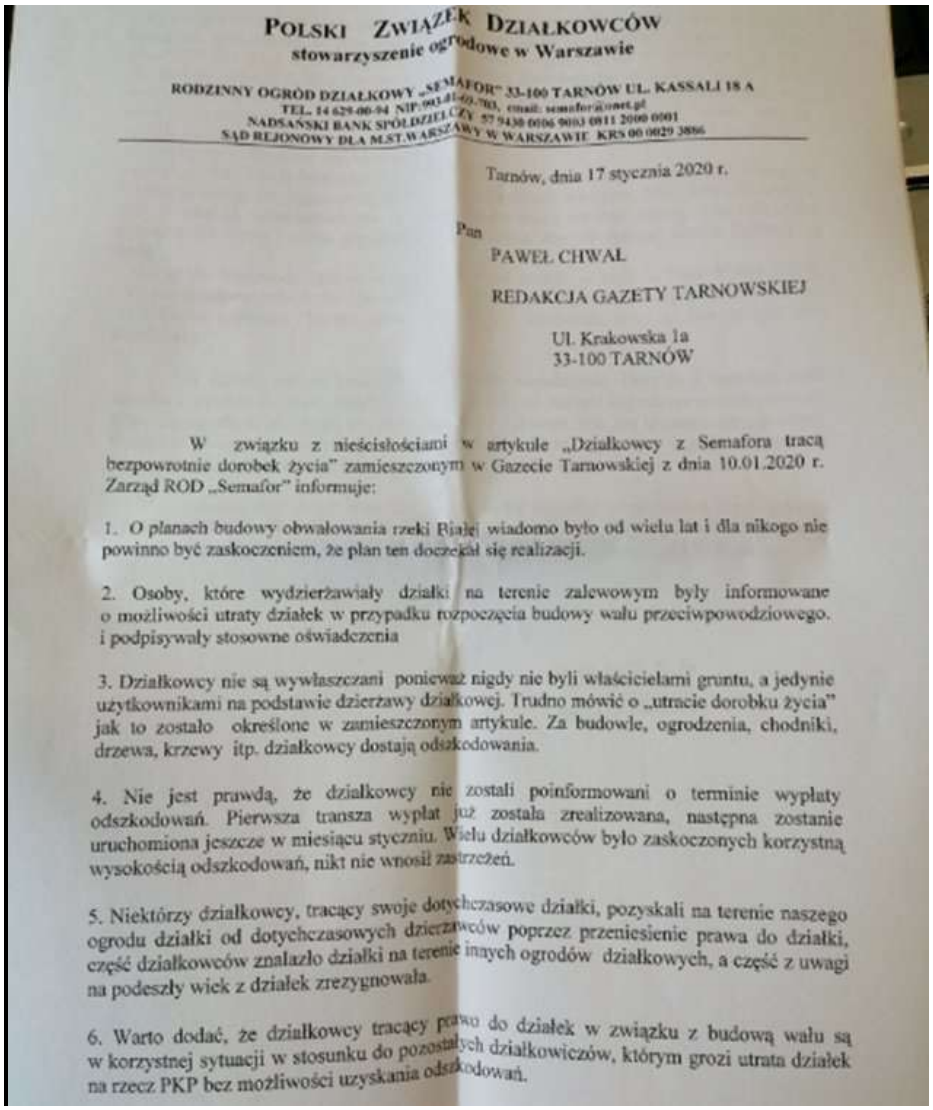
During the following consultation of February 6, 2019, four gardeners were present. How do you assess your informational efficiency in that context? What about the remaining 184 users of allotment gardens to be removed? Their opinion does not seem to be too important for you. Does a significant advantage of representatives of other units interested in the development of embankment not prove that no one cares about the gardeners' opinion?

40. Clause 13 contains a 3-page-long "LA&RAP Implementation **Schedule**", and it seems that I am completely losing my sight as I do not see any deadlines or dates there. Meanwhile, even "Wikipedia" [Translation of Polish version] states the following: *„A schedule (commonly: a timetable) – a layout, plan of the course of actions **in time**."* In time and not on the paper. PWN's Polish Dictionary defines it as follows: *"a schedule – description of the sequence and **duration** of following stages of some assignment"*. "Wikitionary" [Polish version] or dobryslownik.pl define it similarly. Everyone says about **the time**, whereas the draft does not. "Wielki słownik języka polskiego" [The Grand Polish Dictionary] also provides that **term**: "a schedule – a plan of works associated with implementation of some bigger task, including the sequence of particular works and **deadlines** for their performance". It seems that authors of the document did not look it up in those dictionaries. How should we therefore refer to dates and deadlines?

41. Is the paragraph stating that *"The Investor developed an information **brochure*** [bolded by me]*, forming Appendix 12 to the LA&RAP, which is to provide PAP with the most important information on the rules of purchasing the properties for the purpose of contract implementation, rules of establishing and payment of compensation, and contact data to the Investor and the Consultant"* another joke? A brochure is a printing product with small content, maximally 3 press sheets (48 pages, previously 64 pages) containing informational, business or propaganda contents, addressed to the wide public, and not a leaflet with minimum contents.

Some questions may remain a repetition of those, which were asked during the meeting. I did not notice that the meeting was recorded, so if I do not have the possibility of listening answers to them, I would like to have an occasion to read them.

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



POLSKI ZWIĄZEK DZIAŁKOWCÓW
stowarzyszenie ogrodowe w Warszawie

RODZINNY OGRÓD DZIAŁKOWY „SEMAFOR" 33-100 TARNÓW UL. KASSALI 18 A
TEL. 14 629-00-94 NIP 993-01-69-703, email: semafor@onet.pl
NADWIAŃSKI BANK SPÓŁDZIELCZY 57 9430 0006 9003 0811 2000 0001
SĄD REJONOWY DLA M.ST.WARSZAWY W WARSZAWIE KRS 00 0029 3886

Tarnów, dnia 17 stycznia 2020 r.

Pan
PAWEŁ CHWAŁ

REDAKCJA GAZETY TARNOWSKIEJ

Ul. Krakowska 1a
33-100 TARNÓW

W związku z nieścisłościami w artykule „Działkowcy z Semafora tracą bezpowrotnie dorobek życia" zamieszczonym w Gazecie Tarnowskiej z dnia 10.01.2020 r. Zarząd ROD „Semafor" informuje:

1. O planach budowy obwałowania rzeki Białej wiadomo było od wielu lat i dla nikogo nie powinno być zaskoczeniem, że plan ten doczekał się realizacji.

2. Osoby, które wydzierżawiały działki na terenie zalewowym były informowane o możliwości utraty działek w przypadku rozpoczęcia budowy wału przeciwpowodziowego. i podpisywały stosowne oświadczenia

3. Działkowcy nie są wywłaszczani ponieważ nigdy nie byli właścicielami gruntu, a jedynie użytkownikami na podstawie dzierżawy działkowej. Trudno mówić o „utracie dorobku życia" jak to zostało określone w zamieszczonym artykule. Za budowle, ogrodzenia, chodniki, drzewa, krzewy itp. działkowcy dostają odszkodowania.

4. Nie jest prawdą, że działkowcy nie zostali poinformowani o terminie wypłaty odszkodowań. Pierwsza transza wypłat już została zrealizowana, następna zostanie uruchomiona jeszcze w miesiącu styczniu. Wielu działkowców było zaskoczonych korzystną wysokością odszkodowań, nikt nie wnosił zastrzeżeń.

5. Niektórzy działkowcy, tracący swoje dotychczasowe działki, pozyskali na terenie naszego ogrodu działki od dotychczasowych dzierżawców poprzez przeniesienie prawa do działki, część działkowców znalazło działki na terenie innych ogrodów działkowych, a część z uwagi na podeszły wiek z działek zrezygnowała.

6. Warto dodać, że działkowcy tracący prawo do działek w związku z budową wału są w korzystnej sytuacji w stosunku do pozostałych działkowiczów, którym grozi utrata działek na rzecz PKP bez możliwości uzyskania odszkodowań.

7. Pan [redacted] od wielu lat wiedział, że istnieją plany budowy wału p.powodziowego. Posiadając taką wiedzę, w 2011 roku wydzierżawił od ROD „Semafor" działkę w imieniu syna. Sam nie mógł być dzierżawcą dwóch działek – przepisy na to nie pozwalają. Nie ukrywał, że traktuje ja jako zamienną w przypadku likwidacji już posiadanej działki. Owa wydzierżawiona działka jest zaniedbana, nigdy nie była uprawiana i nie pojawiał się na niej żaden z członków rodziny. Mimo upomnień wysyłanych przez Zarząd ROD Semafor, nikt się działką nie zainteresował i nie zadbał o jej estetyczny wygląd, chociaż przepisy porządkowe nakładają na działkowicza taki obowiązek.
Jaki cel ma [redacted] twierdząc, że nie ma gdzie przenieść swojej altany. Stojąca odłogiem działka na terenie nie zagrożonym likwidacją jest idealnym miejscem. Można na niej spędzać czas w sezonie wiosenno-letnim. A przy dokonywaniu wyceny można było fakt chęci przeniesienia altany i roślin uzgodnić z rzeczoznawcą, aby nie narażać Skarbu Państwa na straty.
Skarga do Wojewody Małopolskiego skierowana została w imieniu Pana [redacted] i innych działkowiczów ROD „Semafor". Nie zostały na niej umieszczone żadne podpisy ani wymienione nazwiska. Trudno zatem dociec czy faktycznie stoją za tym jeszcze inni działkowcy.

Translation of letter included above

Tarnów, January 17, 2020

Mr. PAWEŁ CHWAŁ

EDITORIAL OFFICE OF
GAZETA TARNOWSKA

1a. Krakowska Street

33-100 TARNÓW

Due to inconsistencies given in the article titled “Działkowcy z Semafora tracą bezpowrotnie dorobek życia” [Gardeners from Semafor lose their life work irretrievably] published in Gazeta Tarnowska on 01/10/2020, the FAG “Semafor” Management Board informs as follows:

1. Plans of developing the embankments for the River Biała are well known for many years and no one should be surprised that finally the plan came to a point of implementation.

2. Persons who leased allotment gardens within the flood plain were informed about the possibility of losing the allotment gardens in case of commencing the development of flood embankment, and they have signed relevant statements.

3. The gardeners are not being expropriated because they have never been owners of the land, and only its users based upon an allotment garden lease agreement. It is hard to say about “losing life work”, as it was stated in the quoted article. The gardeners shall receive compensation for structures, fences, pavements, trees, shrubs, etc.

4. It is not true that the gardeners have not been informed about the time of compensation payment. The first lot of payments has already been transferred, and the following shall be transferred in January. Many gardeners were surprised with a favorable amount of compensation, no one raised reservations.

5. Some gardeners – losing their former allotment gardens – obtained allotment gardens in the area of our garden from previous lessees through the transfer of rights to allotment garden; some gardeners found allotment gardens at other gardens, and some – due to age – resigned of having an allotment garden.

6. It is worthy adding that the gardeners losing right to allotment gardens due to the development of embankment are in favorable situations in comparison to the remaining gardeners, who may lose their allotment gardens to PKP [Polish National Railways] without the possibility of receiving the compensation.

7. Mr. knows about plans of developing the flood embankment for many years. Knowing that in 2011 he leased an allotment garden from FAG “Semafor” in the name of his son. He could not be a lessee of two allotment gardens – regulations do not allow for that. He did not conceal that he treated it as a replacement one in case of liquidation of the one he already had. The leased allotment garden is unkempt, it has never been cultivated and none of the family members visited it. Despite admonitions sent by the FAG Semafor Management Board, no one has interest in that allotment garden and did not care for its aesthetic look, although the internal regulations oblige the gardener to do that.

What is the aim of Mr. through stating that he has no place to move his garden shed to? The uncultivated allotment garden located within the area not covered by liquidation is a perfect spot. He may spend his time there in spring and summer. And the will of moving the garden shed and plants might have been agreed with the expert at development of an evaluation, in order to avoid exposing the State Treasury to losses.

A claim to the Małopolski Governor has been submitted in the name of Mr. and other gardeners of FAG “Semafor”. It does not contain any signatures or names. It is therefore hard to determine if there are any other gardeners behind that.

Answer to the letter of FAG “Semafor” Chairman ( ) sent to the editorial office of “Gazeta Krakowska” after publication of the article on liquidation of allotment gardens within that garden.

There are three truths: holy truth, still true, and bullshit is a well-known phrase of late father professor Józef Tischner given in “Historia filozofii po góralsku” [History of Philosophy in Highlender's Dialect]. You may have your own opinion on the category to which statements of the Chairman may be qualified. I count it as the third one.

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

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

Ad. 1 The gardeners factually discussed plans of developing the embankment, which is to protect the allotment gardens, but first: it was alleged that they would be protected by it and it will not remain a reason for the liquidation; second: such rumors are being repeated for at least 3 decades and are stronger at each and every flood usually inundating the allotment gardens located at the lowest elevations. The first flood after 1992, i.e. after I bought the allotment garden with my wife, during which water flooded the allotment gardens located higher took place in 1997. However, that great flood, which has severely flooded e.g. Tuchów, did not make any greater damage on our site. Water spilled over fencing walls and discharged on the same day. The only loss was decorative bark applied underneath the plants, which was taken away by the flowing water. However, the issue of developing the embankment was alive again back then – surveyors arrived, colored pegs were provided. And nothing happened. Again nothing. After thirteen years – when echoes of developing the embankment were even weaker – the memorable flood of 2010 came and water flooded the most of FAG “Semafor”. Until now you can find in the Internet a statement of the Vice-Mayor of Tarnów, Henryk Słomka-Narożański, that the embankment is to be developed and that the Marshal has funds for it. It was mentioned by Andrzej Skórka **on June 14, 2010** in the article suggesting that something has already been decided in that case: **“Embankments at Biała in Tarnów will be extended”**. Similar assurance was informed by the Province Authorities, about which you have personally noted in the article dated **July 21, 2011**: **“After the flood in the area of Tarnów: you cannot repair embankments at Dunajec and Biała with promises”**. In **2013** you informed at „naszemiasto.pl” (**June 3**) that: *Pompous announcement of developing new flood embankments along the River Biała will bring nothing. The Małopolski Board of Amelioration and Water Structures terminated an agreement with company, which was designing it, because it did not keep the established deadlines*. Just on **March 16, 2017** you wrote in an article titled: **“Region**

of Tarnów. There is no money to fight floods" about **hope** gave by the then Małopolski Governor, Józef Gawron, in reference to the development of embankment. (The most of gardeners did not read those articles back then, and I also did not). But the planning works have already been in progress (I know about it just now), starting from the break of 2014/2015. On **August 31, 2017** that **hope** became a fact; however, it is a pity that no one thought about informing the gardeners reliably. When such information (unreliable, not full, containing numerous understatements and possibly intentional concealments) was given during the meeting of June 15, 2019, it is hard to be surprised that the attending gardeners addressed it with high distrust and disbelief that the promises will be fulfilled, just as in case of previous rumors. I am certain of one thing: the gardeners were kept anxious through the years, they lived with a feeling of risk and senselessness of actions undertaken to reduce damages caused by floods, with a sense of wrong, as they did not get any support or help – it was a mix of hope and disappointment, promises and not fulfilling them. The Chairman's statement that it was *well known* is not justified.

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

Ad. 3. Let the Chairman speak for himself – in our case the allotment garden and facilities we had there is the only material property we had, except for our apartment. (I would like to emphasize the word "material", as "man cannot live by bread alone", and other values had always have greater meaning in our lives). Many other gardeners – pensioners and annuitants – were in similar situation. We met some of them personally in the years 1992-2019. That only property was not an effect of some extraordinary laziness, but of living circumstances, hard moments and aversities we faced. At purchasing the allotment garden in 1992 we already had three children (including one adopted from the Cracow's orphanage). Setting ourselves at the allotment garden was interrupted by cancer I got in 1995. However, just within a three-years-long rehabilitation period I commenced first construction works. After approving a design of house, fence, and other facilities and full setting-out of the allotment garden, the following were constructed: fence, composter, main alley, foundation of the house, and one wall on the side of designed terrace. Another cancer stopped those works in 2001. Few months later our second daughter was born. We managed to complete the house just in 2010, after gaining a repeated

acceptance from the management board. In 2011 I was diagnosed with cancer for the third time. In 2014 I lost my job and had to fight for my rights in the court for three years.

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

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

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

Ad. 7. It is a classical move from *"ad rem"* to *"ad personam"* argumentation. It misses substantial arguments, and this is why there is a personal strike with numerous understatements, allusions resulting from foggy memories or intentional manipulation of the addressee.
After the allotment garden was flooded twice in 2010 (30 cm and 165 cm of water) and the newly developed house and almost the entire area of the allotment garden were damaged to a large extent, we were so devastated that almost for two years we have not visited it. Factually, along with our neighbor, almost 70-years-ols Mr. R. D., we found two abandoned allotment gardens located next to each other (one was completely empty, and there was a kiosk requiring demolishing and some large old trees grew on the other) at the garden, which has never been reached by floods. We decided to move our gardening activities there. Due to his age, Mr. R. D. has not constructed a garden shed on his allotment garden. He accepted our proposal that we would manage both of the allotment gardens together, we will not separate them, and will commonly use our house moved from the other garden. However, until leaving the previously used allotment garden we could not have received the other one, so our son formally applied to the management board to obtain it. After indicating those allotment gardens to the management board, a day of signing the agreements was established. When everyone attended, the Chairman informed that one of those allotment gardens (the empty one) has already been handed over to another user. In short: we were cheated. In that situation Mr. R. D. resigned from moving and our son obtained the allotment garden without a fence, and without electric power and water. (From 2011 the management board collects fees from me for the right to use water, but I do not

use water there. I wonder if the management board pays fees for the right of using the water to the waterworks of Tarnów or do they pay for factually consumed water?). In order to gain place for relocation of the house we would also need to remove some of the trees. Moving to that allotment garden would require some expenditures, and we were not able to afford that back then; thus, we did not do it. Subsequently we were informed about losing a dispute by the PAF with PKP. We additionally got information that also the local authorities of Tarnów attempt to acquire those areas (was a park to be developed?), and it came out that the allotment garden does not provide a reliable assurance. When asked on June 15, 2019, the Chairman did not give a guarantee of use stability, and now he says that it is not under risk of liquidation. I do not believe that! I would rather not have anything in common with FAG "Semafor". Besides, formally the allotment garden is not mine. Suggesting that the issues of replacement sites guaranteed under the special act may be solved – as a replacement – by moving the gardeners from the allotment gardens to be removed to allotment gardens of their relatives or friends is a peculiar and surely not legal idea. Especially when suggesting that they would need to do that before getting the compensation. I would like to ask for what should they do that?

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

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

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

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