

ABOUT THE INVESTMENT



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The Odra-Vistula Flood Management Project is co-funded using financial resources provided by the International Bank for Reconstruction and Development (also referred to as the World Bank), Council of Europe Development Bank, and at support of the European Union Cohesion Fund (IEOP 2014 – 2020), and the State Budget.

The overriding purpose of the Contract titled: *Contract 3A.6 - Construction of a pumping station for mobile pumps to drain the Lesisko complex* is protection of human life and assets against the effects of floods occurring directly in the area of the District of the City of Cracow. The investment is the completion of works related to the extension of the embankments of the river carried out in previous years of Vistula River and should be treated as part of the entire Krakow flood protection system.



We encourage people, who would like to receive additional information on the Contract, to contact us

INQUIRY OFFICE FOR PROJECT AFFECTED PERSONS:

✓ Directly or by phone

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FACTSHEET

for people living in areas covered by implementation of the Contract titled **Contract 3A.6 -Construction of a pumping station for mobile pumps to drain the Lesisko complex**

UNIT RESPONSIBLE FOR IMPLEMENTATION – THE INVESTOR:

State Water Holding Polish Waters (PGW WP)
Regional Water Management Authority in Cracow
22. Marszałka J. Piłsudskiego Street
31-109 Cracow

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This Contract is located in the poviats of the City of Cracow and Wieliczka, and is implemented as an element of the Odra – Vistula Flood Management Project under **Component 3: Flood protection of the Upper Vistula Subcomponent 3A: Protection of Upper Vistula Towns and Cracow**

QUESTIONS AND ANSWERS

WHO IS THE INVESTOR?

The Investor for the Contract is the State Water Holding Polish Waters – Regional Water Management Authority in Cracow.

WHAT DOES PERMANENT RESTRICTION IN USE OF A PROPERTY MEAN?

A permanent restriction in use of a property is established under the IPIP decision for the properties, which do not become properties of the State Treasury, but are entirely or partially necessary for use of the investment.

Limitations and related inconveniences, and limitation of economic and market potential of the properties (e.g. a development ban, ban to plant trees or to form, etc.) affect the market value of the properties adversely, and shall be compensated via fair compensation established by certified property appraisers.

If the owner or the holder of perpetual usufruct rights would deem that the property, where permanent limitation in use was established, is useless, they may request for its purchase through a civil-law agreement through providing an application within 90 days **from the day of notifying about the commencement of proceeding** on the issuance of IPIP, in accordance with Article 22 (2) of the Special Flood Act (the purchase cannot be requested by owners of properties, where public roads are located, i.e. by units of local authorities of by the State Treasury).

WHAT HAPPENS IF THE EXPROPRIATED PROPERTY IS SUBSIDIZED?

Expropriation of subsidized properties and properties covered by support programs may cause inability to fulfil liabilities given under particular programs, as accepted by the farmer in agreements with a certified state payment agency, i.e. Agricultural Restructuring and Modernization Agency (ARMA). This in turn may relate to determined consequences, including the necessity of returning the obtained payment and administrative penalties.

A solution for that problem is implementation – on the European Union's regulation level – of a special mechanism and of a definition of so-called force majeure, which obviously disables the farmer from fulfilling the contractual liabilities. Those provisions contain an opened catalogue of cases, when we face the force majeure. That catalogue includes the following as manifestation of force majeure, e.g. property expropriation. In order to apply that mode, initiative of the farmer/beneficiary is however necessary. They need to notify the District ARMA Office Manager about the occurrence of force majeure (in that case: expropriation and/or permanent restriction in the use of properties) in writing, along with relevant evidence (a copy of IPIP decision), within **15 working days** counted from the day when they or a person authorized by them are able to perform that action (**in case of RDP 2007-2013 and 2014-2020 that deadline amounted to 10 working days**).

CAN A REAL PROPERTY BE USED AFTER ISSUANCE OF THE IPIP DECISION?

The IPIP decision specifies the date of respectively releasing the real property or releasing the real property and emptying apartments and other spaces.

If expropriated real property is developed with a residential building or a building in which separate residential premises was established, SWH PW - RZGW in Cracow is obliged to indicate a replacement accommodation.

Every expropriated person shall be entitled to use the land free of charge in the former manner till the moment of receiving the compensation or (if no agreement was reached on the amount of compensation) its undisputed part.

Release of real property shall take place after harvesting the current cultivations, in case of plots on which agricultural activity is performed in a given vegetation year attributed to given cultivation. If the cultivations are not harvested, a cash equivalent shall be paid (owners shall be informed in a separate note about a necessity of handing the properties over).

WHAT HAPPENS IF ONLY A PART OF REAL PROPERTY WAS EXPROPRIATED BUT THE REMAINING PART SHALL NOT BE SUITABLE FOR PROPER USE FOR PRESENT PURPOSES (THE SO-CALLED REMNANT REMAINS)?

If only a part of real property was acquired for purposes of the Investment implementation and the remaining part, the so-called remnant, is not suitable for proper use for the present purposes, SWH PW - RZGW in Cracow is obliged to purchase it upon the motion of the owners.

When submitting the motion for remnant purchase by SWH PW – RZGW in Cracow, it is necessary to remember that the motion has to contain justification why the part of the real property which was not acquired is not suitable for proper use for present purposes. A copy of cadastral map with the remnant marked should be enclosed to the application.

The motion for purchasing the remnant by SWH PW – RZGW in Cracow shall be assessed by a committee appointed by the Investor.

In case of decision to purchase the remnant, SWH PW - RZGW in Cracow shall engage an independent certified property appraiser to value such a real estate. The appraiser's opinion shall be available to the applicant holding a legal title to the remnant, who would be able to study it and, if necessary, raise remarks to it.

After holding negotiations regarding the amount of compensation for the remnant, an agreement shall be concluded for the remnant purchase, in the form of a notarial deed.

If an owner or holder of perpetual usufruct rights fail to reach an agreement with SWH PW - RZGW in Cracow as regards the remnant purchase or the value of compensation, they may bring an action before civil court.

WHAT ARE THE TEMPORARY ACQUISITIONS OF THE PROPERTIES?

Due to implementation of the Contract it shall be necessary to temporarily acquire real properties for the purpose of its implementation (e.g. acquisition for construction backyard and for storage of soil and other construction materials). The scope and target locations of temporary acquisition shall be determined after selection of the Contractor (those acquisitions do not result from provision of the IPIP decision). Such properties shall be obtained by the Contractor on its own and at its own cost. Temporary acquisition of properties is feasible only based upon a written, voluntary consent of the property owner, and based upon the rules determined in the agreement providing that consent.

Temporary acquisition shall – as a rule – be compensated in cash through payment of amounts corresponding to market prices of lease or tenancy of properties, and the conditions of acquisition shall be determined under the agreement concluded in writing.

Before the plot is temporarily acquired, an inventory of its condition will be carried out, together with photographic documentation. After completing the works the properties shall be restored to the previous conditions or such agreed by the parties in the agreement and returned in a good condition, so the owners or the users would be able to apply those properties in a way they did prior to implementation of the Project.