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Gospodarstwo Wodne
Wody Polskie

State Water Management Authority 'Wody Polskie'

Regional Water Management Authority
in Szczecin

LAND ACQUISITION AND RESETTLEMENT ACTION PLAN

for

Odra-Vistula Flood Management Project
co-funded by:
The World Bank (WB), Loan Agreement No. IBRD 8524 PL
Council of Europe Development Bank (CEB), Loan Framework Agreement No. LD 1866 and the State Budget

Subcomponent 1.B: Flood Protection on Middle and Lower Odra River

WORKS CONTRACT 1B.3/1
Construction of mooring facilities
Stage I – Construction of mooring base for icebreakers
Final version

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ODRA-VISTULA FLOOD MANAGEMENT PROJECT
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LAND ACQUISITION AND RESETTLEMENT ACTION PLAN

Subcomponent 1B: Flood Protection on Middle and Lower Odra River,
WORKS CONTRACT 1B.3/1 – Construction of mooring facilities, Stage I – Construction of mooring base for icebreakers

This Land Acquisition and Resettlement Action Plan is prepared for Contract 1B.3/1, implemented by the State Water Management Authority 'Wody Polskie' – Regional Water Management Authority in Szczecin.

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Szczecin – April 2020

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List of abbreviations used in the document

1B.3/1	The number of Works Contract 1B.3/1, task: Construction of mooring base for icebreakers
The World Bank (WB)	The International Bank for Reconstruction and Development
PCU	Coordination Unit for the Odra-Vistula Flood Management Project
CEB	Council of Europe Development Bank
LBR	Land and Building Register
GIS	Geographic Information System – a system informing about the terrain, composed of a database covering a specified area as well as the procedures and techniques for systematic collection, updating and sharing of data
CSO	The Central Statistical Office of Poland
Joint Venture (Consortium)	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.
Investment Project/Undertaking	Construction of mooring base for icebreakers, Stage I
PIO	Project Implementation Office – a separate organisational unit within the PIU, responsible for the Project implementation
PIU / Employer / Investor	Project Implementation Unit: State Water Management Authority 'Wody Polskie' – Regional Water Management Authority in Szczecin ul. Tama Pomorzańska 13 A 70-030 Szczecin
CC	The Civil Code of 23 April 1964 (Polish Journal of Laws 2018, item 1025, as amended)
Consultant Engineer	A company or legal person engaged by the Employer to supply the services (for example, those defined herein)
Contract / Task / Investment Project	Works Contract 1B.3/1
CAP	The Code of Administrative Proceedings of 14 June 1960 (Polish Journal of Laws 2018, item 2096, as amended)
LARPF	Land Acquisition and Resettlement Policy Framework
NBP	National Bank of Poland
NGO	Non-governmental Organisation
Structure	A functionally separated material scope included in Task 1B.3/1
EIA	Environmental Impact Assessment
OP 4.12	The sign of the document containing the rules for involuntary resettlement, as required when the Task is funded by a loan from the World Bank: Operational Policy 4.12 – Involuntary Resettlement.
PAP	Project Affected Person(s)
IPIP	Investment Project Implementation Permit
RAP	Land Acquisition and Resettlement Action Plan
Project/OVFMP	Odra-Vistula Flood Management Project
PGW WP	State Water Management Authority 'Wody Polskie'

Land Register Regulation	Regulation of the Minister of Regional Development and Construction of 29 March 2001 on the land and building register (consolidated text: Polish Journal of Laws 2019, item 393)
Appraisal Regulation	Regulation of the Council of Ministers of 21 September 2004 on the appraisal of properties and preparing appraisal reports (Polish Journal of Laws 2004, No. 207, item 2109, as amended)
Special Flood Act	The Act of 8 July 2010 on special rules of preparing projects involving flood prevention structures (consolidated text: Polish Journal of Laws 2018, item 433)
PR	A permanent restriction in using a real property
RPM Law	The Real Property Management Law of 21 August 1997 (Polish Journal of Laws 2018, item 2204, as amended)
CL	The Construction Law of 7 July 1994 (Polish Journal of Laws 2018, item 1202, as amended)
WL	The Water Law of 20 July 2017 (Polish Journal of Laws 2019, No. 2018.2268, item 125)
Contractor	A company or legal person implementing Works Contract 1B.3/1
ZBiLK	Municipal Buildings and Premises Board in Szczecin (Polish: *Zarząd Budynków i Lokali Komunalnych w Szczecinie*)
SPMA	The Act of 16 December 2016 on the rules of state property management (Polish Journal of Laws No. 2018.1182, as amended)

1. Key definitions

Key definitions used herein:

Real property price – an amount negotiated with the real property owner, due to him for the real property or a part thereof, based on the value of that property determined by a licensed property appraiser. The amount of compensation for the real property shall not be lower than the cost of replacing the lost asset, excluding the depreciation of arising out of the age, condition or another factor relating to the assets.

Cut-off date – the date of completing the property inventory and the list of Project Affected Persons. The persons who remain on the Project site after the cut-off date shall not be entitled to compensation or any other form of assistance. Similarly, no compensation shall be paid for fixed assets (such as buildings, plants, fruit trees or tree stands) after the end date of the inventory or, alternatively, after the deadline agreed.

Economic resettlement – the loss of over 20% agricultural land, if the revenue of the Project Affected Person (PAP) is largely based on agriculture.

Physical resettlement – the loss of the place of residence or commercial facilities, such as shops or workshops, or facilities necessary to generate revenue.

Special assistance groups – the people who due to their gender, ethnic group, age, mental or physical disability, difficult financial standing or social position, are more vulnerable to the adverse effects of resettlement than other groups, and who may have a limited possibility to file claims, use assistance during the resettlement or use their right of share in the benefits of the investment project.

Resettlement cost – the scope of compensation for the lost goods / properties / expenditure, which covers the replacement value of the goods / properties and the costs of carrying out the resettlement and taking the related actions.

Social impact – in the light of OP 4.12, a social impact associated with expropriation is defined as any direct loss, whether social or economic, which arises out of the expropriation of a real property or the permanent restriction in the manner of using or access to the real property.

Compensation – a value paid in money or as a replacement property for the real properties and assets which have been acquired or are affected by the Project. A compensation is paid if the owner must transfer his real property to the State Treasury (State Water Management Authority 'Wody Polskie' – Regional Water Management Authority in Szczecin). In accordance with the Polish laws, in this respect the compensation may be paid from the moment when the building permit generally becomes final and binding as well as in any case before the real property is taken over and seized for construction purposes.

OP 4.12 Involuntary Resettlement – the Operational Policy setting out the principal rules and procedures being a basis of the WB approach to involuntary resettlement due to investment projects.

Project Affected Person (PAP) – any person who, due to the project implementation, loses his or her ownership right or other benefits from his or her developed infrastructure (used for residential, agricultural or breeding purposes), or loses his or her annual or multi-annual crops and yield or other related or movable assets, in full or in part, whether permanently or temporarily. PAPs may also include the members of a local community or other persons affected by the actions related to the project.

Natural person – the civil-law definition of a human, from the moment of birth to the moment of death.

Legal person – legal persons are the State Treasury and organisational units which are accorded legal personality by specific regulations.

Bona fide possessor – a person who uses a thing, treating it as his/her property, and is erroneously convinced that he/she has the right of ownership, but this erroneous conviction is justified by the circumstances.

Mala fide possessor – a person who uses a thing, treating it as his/her property, but is or should be aware that he/she is not its owner.

Revenue – an increment in property gained from carrying out a business or agricultural activity on a real property, including from the sale of such property.

Involuntary resettlement – a resettlement is involuntary if it is carried out without the consent of the person being resettled (against his/her will) or under a consent granted under duress (without the possibility to object to the resettlement), for example by expropriation.

Limited liability company – a company established by one or more persons for any lawful purpose.

Expropriation – a process involving the deprivation or restriction of a right in a real property, enjoyed by a particular person, under an individual legal act.

Value of expenditure – the amount due to the user, negotiated with the person incurring expenditure on the real property, or an amount based on the value of expenditure determined by a licensed property appraiser.

Replacement value – 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.

Purchase / voluntary sale – a transaction involving a paid acquisition of a right to a real property from its owner/possessor, for a price accepted by both parties, if the owner may reject the transaction. If the project resorts to expropriation, the purchase is not deemed voluntary (as it does not involve a wilful buyer and wilful seller).

Property resources (as per the RPM Law) – the public resources of properties are defined in Article 20 of the RPM Law. The resources are classified by ownership. The Law distinguishes the property resources of the State Treasury (Articles 21 and 21a of the RPM Law) and the property resources of self-government entities of various types: communes (Article 24 of the RPM Law), districts (Article 25a of the RPM Law) and provinces (Article 25c of the RPM Law). Article 20 of the RPM Law does not refer to property resources of any owners other than those listed above.

The following terms used herein alternatively: land – real property – plot, as the context requires, are defined as in the following legal acts:
- CC: land, real property;
- RPM Law: real property, land plot;
- Land Register Regulation: land, registered plot (abbreviated herein as 'plot'); and
- Operational Policy 4.12: land.

2. INTRODUCTION

This document presents the Land Acquisition and Resettlement Action Plan (RAP) for Contract 1B.3/1 – Construction of mooring facilities, Stage I – Construction of mooring base for icebreakers, carried out as part of the Odra-Vistula Flood Management Project (OVFMP), co-financed by the International Bank for Reconstruction and Development (World Bank) (the Loan Agreement of 10 September 2015), the Council of Europe Development Bank (CEB) (the Loan Agreement of 24 May 2016) and the State budget. It should be emphasized that this document only refers to Contract 1B.3/1, not to the entire POPDOW.

The main purpose of the POPDOW is to protect the persons residing at the floodplains situated in specified parts of the catchment areas of the two largest Polish rivers (Vistula and Odra), against serious floods. The POPDOW covers the following five Components:
Component 1 – Flood Protection of the Middle and Lower Odra,
Component 2 – Flood Protection of the Nysa Kłodzka Valley,
Component 3 – Flood Protection of the Upper Vistula,
Component 4 – Institutional Strengthening and Enhanced Forecasting; and
Component 5 – Project Management and Studies.

The Components include Subcomponents. Component 1 consists of the following three Subcomponents marked as 1A (Flood protection of areas in Zachodniopomorskie Province), 1B (Protection of Middle and Lower Odra River) and 1C (Flood protection of Słubice City). The names of the Components and Subcomponents are given as in the Project Operations Manual for the 'Odra-Vistula Flood Management Project', which is available on:

http://odrapcu.pl/doc/POM_PL.pdf

Works Contract 1B.3/1 will be carried out as part of Component 1, Subcomponent 1B – Flood Protection on the Middle and Lower Odra.

All the Tasks included by Subcomponent 1B comprehensively solve the issues relating to flood protection, covering the areas most exposed to flooding. Subcomponent 1B contains the following Tasks:

- 1B.1/1 (a) – Reconstruction of river control infrastructure on Odra river – adaptation to the conditions of Class III waterway from Ścinawa to Nysa Łużycka mouth – Stage II.
- 1B.1/1 (b) – Reconstruction of road bridge in Krosno Odrzańskie, including the access road.
- 1B.2 – Modernisation works on border sections of Odra river, Stage I – Modernisation works on border sections of Odra river to enable winter ice-breaking.
- 1B.3/1 – Construction of mooring base for icebreakers.
- 1B.3/2 – Construction of mooring facilities at lower and border Odra river and new waterway signage.
- 1B.4/1 – Improvement of flood water flow from Dąbie Lake in winter.
- 1B.4/2 – Dredging of Klucz-Ustowo ditch.
- 1B.5/1 – Reconstruction of a bridge to ensure minimum clearance – a railway bridge at km 733.7 of Regalica river in Szczecin.
- 1B.5/2 – Reconstruction of a bridge to ensure minimum clearance – a road bridge at km 2.45 of Warta river in Kostrzyn nad Odrą.
- 1B.5/3 – Reconstruction of a bridge to ensure minimum clearance – a railway bridge at km 615.1 of Odra river in Kostrzyn nad Odrą.

2.1 DESCRIPTION OF TASK 1B.3/1

The planned project covers the construction of mooring infrastructure for icebreakers in Szczecin. The works will result in building the following civil structures, without limitation:

- a docking and mooring quay for icebreakers,
- a service and repair quay to be built as a result of widening the maintenance basin,
- a workshop and storage building,
- a storage canopy,
- two garage buildings,
- a slip used to lowering and pulling up small vessels in the docking basin,
- an area for a crane,
- a road system,
- an arrangement of managed vegetation.

In addition, the project provides for:

- widening the docking basin,
- drawing works in the manoeuvring basin,
- demolition of the existing service structures remaining after the allotments,
- demolition of the structures used for residential and business purposes (garages, warehouses).

2.2 SITE OF TASK 1B.3/1

The project will be carried out in the area located in the southern part of Szczecin, within Podjuchy neighbourhood, at Karpia street. It will be conducted directly at the bank of Regalica (a branch of Odra river).

Icebreaker base, ul. Karpia in Szczecin – present condition, a view from plot No. 7/16

The project site directly adjoins the existing Water Supervision Base of the Regional Water Management Authority in Szczecin.

The investment project will be located on the real properties covering plots No. 7/16, 1/12, 1/8 and 20. Plots No. 7/16 and 1/12 are owned by the Municipality of Szczecin. Plots No. 1/8 and 20 are property of the State Treasury, managed by the Regional Water Management Authority (RZGW) in Szczecin.

Item	Plot number	Commune / Precinct	Owner	Class of use
1.	7/16	City of Szczecin, precinct 4112 Dąbie	Municipality of Szczecin	arable land
2.	1/12	City of Szczecin, precinct 4112 Dąbie	Municipality of Szczecin	wasteland
3.	1/8	City of Szczecin, precinct 4112 Dąbie	State Treasury, RZGW in Szczecin	Land covered by flowing surface water
4.	20	City of Szczecin, precinct 4112 Dąbie	State Treasury, RZGW in Szczecin	Other developed land

Table 1: List of plots for the Task

The plots owned by the Municipality of Szczecin will be transferred to the State Treasury under a voluntary property exchange agreement. For this purpose, the State Treasury – PGW WP, RZGW in Szczecin will make available for exchange the real property located at Żaglowa street in Szczecin, which is now owned by the State Treasury, with the PGW WP RZGW in Szczecin exercising the ownership rights. Given that the value of the property to be transferred to the Municipality of Szczecin is higher, there will be a surcharge paid to the State Treasury, equal to the difference between the property value that will based on appraisal to be prepared by licensed property appraisers.

In accordance with the provisions of the State Property Management Act, applicable to the transaction, the consent for property acquisition under an exchange agreement will be granted by the Minister of Maritime Economy and Inland Waterways.

There are no residential buildings in the area of the Task implementation, that can be considered residential buildings within the meaning of the Construction Law (The Construction Law of 7 July 1994). According to the definitions contained in the Act, a residential building is a "building". A building is "a civil structure which is permanently attached to the ground, separated from the space by building partitions and having a foundation and roof". A "civil structure" is a "building, structure or structural landscaping, together with installations to ensure that the object can be used for its intended purpose, erected using construction products. Therefore, it should be recognized that within the Task implementation area there are no residential buildings in the formal and legal sense.

The nearest, legal, residential development is situated approx. 50 m from the investment project site. However, there exist such service facilities as fences or structural landscaping (gazebos remaining after allotments as well as warehouses and garages, which were partly abandoned by previous persons once contract had expired and partly currently is used by contractless users, as referred to in chapter *4.2. Social impacts identified for the purposes of Task 1B.3/1*.). This list may not be final, as the works may reveal more infrastructural elements, especially installed under ground, not marked on the maps. The task site covers soils which are classified as arable land in the land and building register, but this is not their actual purpose, as they are in fact wasteland covered by trees and bushes of different age. Some of the properties are used for fishing business. The fishing business does not have a negative impact on the implementation of the Task, in particular due to the arrangements made, by way of negotiations, with PAP, referred to in detail in chapter *4.2. Social impacts identified for the purposes of Task 1B.3/1.*

According to the social and economic survey, one of the gazebos is also used as a place of residence by one elderly woman[1]. This structure has no installations because it was originally intended for use as a garden gazebo, and thus, according to the definitions indicated above, it would not be classified as a residential building within the meaning of the Construction Law. Due to the fact that in the case of actual use of the building as a place of residence, the building will be treated as a residential building, in the further part of the document the gazebo is considered as such. In addition, all activities undertaken during the preparation of the document, as well as all analyzes, tests and qualification of PAP were performed taking into account the actual use of the building. According to OP. 4.12 although the building is not initially intended to, nor legally recognized in Polish law, be a residential building, it is currently used as a residence, by default, this gazebo will be considered a residential building for this LA&RAP.

Since the properties owned by the Municipality of Szczecin will be transferred, under a voluntary agreement, to the State Treasury – PGW WP RZGW in Szczecin, and the other properties are already owned by the State Treasury, the project will involve no expropriation that would consist in depriving the owners their rights to the properties.

However, given that one of the properties owned by the Municipality of Szczecin is used by four (4) persons without a contract, actions have been taken to reach an agreement on the form and value of compensation for the outlay spent on the property. One of those people is a homeless person affected by a partial physical disability, who permanently resides in the former allotment but has never signed any lease agreement for the plot. That PAP is subject to actions aimed to acquire premises that may be used to satisfy that person's housing demand.

Two persons have garden gazebos and wooden sheds on the property, used for their personal purposes, and in addition the plots include plantings. The plots are presently neglected, and have never been used as allotments. One of the said contractless possessors used to have a lease agreement for the property, while another possessor had the legal status of the property unsettled, and still occupies it without any contract. The PAP who signed a new lease contract in 2008, once the contract was terminated in 2017, did not release the property, and at least from that time has also been using the property with no contract, paying only the rent at the previously set amount.

The last of the contractless users carries on a fishing business. The property includes three composite-structure (wooden and bricked) utility buildings, a footbridge and plantings. The PAP who runs the business had signed a lease contract for the property in 2008, but when the contract was terminated in 2017, the person did not leave the property, and has ever since used the property without a contract.

[1] Assistance has already begun for the elderly resident residing in gazebo, later explained in this LA&RAP.

Plot No. 7/16, ul. Karpia in Szczecin; the area of former allotments – present condition

The property owner has obtained judgments ordering two identified contractless users to release the properties free of persons and things. At the Investor's request, the compulsory enforcement of the judgements was suspended, and no enforcement proceedings were instituted. According to our information, two of the four contractless users are in payment arrears, including payments for the contractless use of the properties, which they have been obliged to pay to the current owner (Municipality of Szczecin). The claims payable to the current owner of the properties by the contractless users will not become claims of the Investor upon the acquisition of ownership in the properties. They will remain claims of the previous owner. As of the date of this RAP, the Investor has only a part of the information on the amounts and bases of calculation of the payments, which is due to the protection of personal data. However, the property owner (Municipality of Szczecin) has been requested to suspend or refrain from further legal actions against the contractless users.

No.	PAP category	Original lease contract	Lease contract renewed in 2008	Property abandoned upon termination of the lease contract in 2017
1.	Contractless user – vulnerable group	No	No	No
2.	Contractless user	Yes Contract No. N-61/87 signed in 1987	Yes Contract No. F-14/DII/2008	No
3.	Contractless user	No	No	No
4.	Contractless user being an entrepreneur	No	Yes Contract No. S-311/DII/2008	No

Table 2: Categories of the contractless users of plot No. 7/16

Given the information that the owner terminated the lease contracts in 2017 since the area was necessary for the construction of an all-season mooring base including auxiliary facilities for a group of icebreakers, actions have also been taken to determine whether the former lessees may be classified as persons affected by the project financed by the World Bank, who, once the contract were

terminated in 2017, have cleared the property of persons and things, cleared the area covered by the former allotments and voluntarily given the property to its owner. A detailed list of the former lessees eligible for compensation is set out as Appendix 2 hereto.

The access road to the real property constituting plot No. 7/16 and the view on Regalica river from the real property

It should be emphasized that this RAP is not governed by the Family Allotments Act of 13 December 2013 (consolidated text: Polish Journal of Laws 2017, item 2176, as amended). This document concerns the areas that were actually used as allotments, but did not meet the definition of allotment as set forth in the said Act.[2] Therefore, the term 'allotment' used herein only refers to the purpose and manner of using the real property by its lessees, not to the term used in the Family Allotments Act, which implies the use of legal regulations other than those applicable to this case. The analysed real property has been given for use under lease contracts for a part of the property, which were concluded by the owner, the Municipality of Szczecin. Parts of the land properties were given for lease, mainly for the purpose of vegetable cultivation.

Some of the contracts contain stipulations which prohibit the development of the property and cover it with permanent plantings. Regardless the provisions of the contract, the lessees have lawlessly erected structures on the leased properties, which were generally used as gazebos. The first lease contracts for the area were concluded in the 1980s, and some of them had applied until termination in 2017. During that time, the real property at Karpia street has gathered a community of allotment holders. Detailed information about the lessees is contained in chapter 7.4 – Former lessees of plot No. 7/16.

The site of the investment project does not cover any cultural goods or monuments. There are also no water bodies or other elements of service or public infrastructure, which would be important to the local community and which could require a compensation in this RAP.

At the investment project site, on an unfenced part of the property, there is a bench installed in a location adjacent to Odra river. Having verified the circumstances of its construction, we have confirmed that the bench was installed by one of the PAPs, who had used a part of the property which directly adjoins the bench. The PAP has declared that he had kept the bench usable, maintained it, cleaned the adjacent area and allowed other persons to use the bench. This was confirmed by other persons who used the real property. The PAP who installed the bench has declared that he intends to disassemble the bench and move it to another location when leaving the property.

The issue of the bench was a subject of one of the comments introduced to the Environmental Management Plan. The person submitting the comment defined the bench as a place of recreation and leisure, used by local residents. However, by verifying the available information, we have drawn opposite conclusions (as stated above) and found that the bench is owned by one of the PAP. Third

[2] In accordance with Article 2(5) of the Family Allotments Act of 13 December 2013, *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.*

parties could indeed use that place, but only upon the consent by the PAP who, directly or implicitly, allowed other persons to use the place. Consequently, given its private character, the place does not meet the definition of public infrastructure used for leisure and recreation. Therefore, the Task will not cause any access restriction, as such full and unrestricted access has never existed. The use of the place was controlled and subject to approval by one of the PAPs. The site intended for the icebreaker base has never been a generally available and public leisure area. The real property was an object of lease contracts aimed to maintain allotments, whose lessees have fenced their respective sections and restricted the access to the property by unauthorised persons. Unlimited access was only provided along the internal circulation roads running between the sections fenced by the lessees. In consequence, there are no grounds to classify any part of the property as a generally available area used for leisure or recreation.

According to the LARPF, the PAPs deemed eligible for compensation or protective measures in connection with implementing the project, for crops, plants, structures and other constructions attached to the land, include owners, perpetual usufructuaries, owner-like possessors, lessees and users of the properties. In this case, the bench was classified as private property of one of the contractless users.

Irrespective of the above, the Investor has taken efforts to obtain information from local authorities on whether the site of the Task covers any ongoing or planned projects intended for the recreation and leisure of local residents. The information will be used to present to the local authorities a diagnosed demand by the residents to establish a leisure and recreation area. Considering the limited number of public properties, located near the planned project and having an identical access to the river, we may assume that any attempt to establish a leisure area will be objectively difficult or even impossible.

Having submitted requests to local authorities for access to information about ongoing or planned recreational or recreational-tourist investments in the administrative district of Szczecin - Podjuchy, the Investor determined that the implementation of such a project by the Municipality of Szczecin is planned, and the planned date of implementation was set for 2020. Information was obtained that the basic function of the structure which is the subject of the planned investment is the broadly understood recreational and tourist function, as well as that the structure is to be a space for active rest, social integration of the inhabitants of Szczecin, a local water sports centre, a starting point and a stop point on the water, cycling and walking trails. In addition, it was emphasized that this investment is an opportunity to meet the need of residents of the Podjuchy estate to gain access to the river. The planned project covers an area of approx. 1.35 ha and is located on the properties of the city of Szczecin commune, marked as plots 22, 23, 7/13, 1/10, and partly 12/11, locality 4112, as well as on the properties owned by a municipal company, marked as plots number 10/6, 10/8, and 7/4, locality 4112 and partly on the property marked as plot number 1/8, which is a water plot (the river Regalica). According to the information provided, the designed land development includes, among other things, a fixed platform, roofed shelter on a platform with access via footbridges, observation platforms with seating serving as viewing terraces, as well as benches, tables and other streetscaping elements.

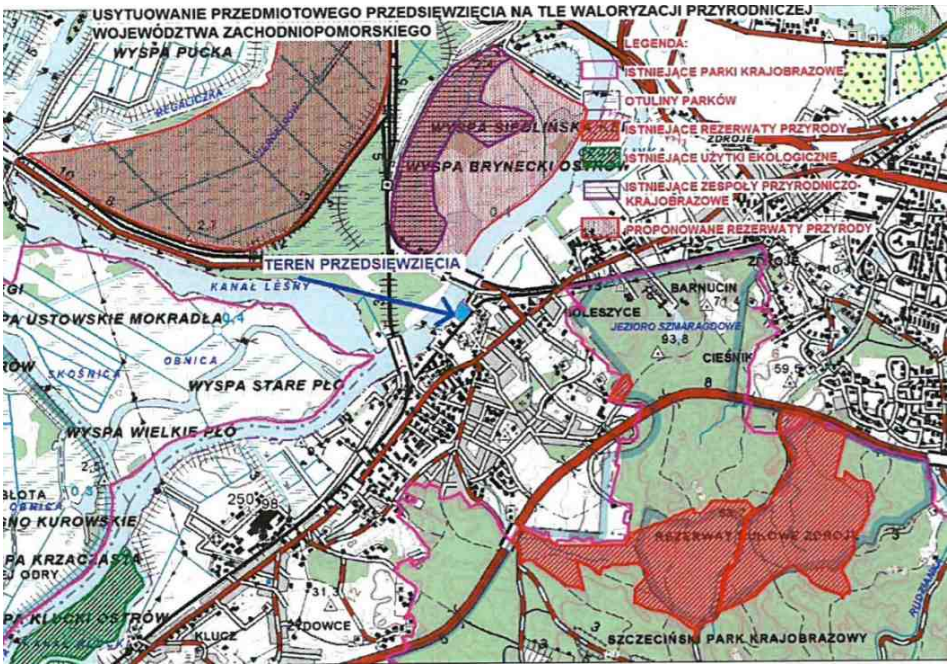
The project described above implemented by the City of Szczecin commune is located in a close proximity to the place of implementation of the Investment and thus to the place where the bench was located, as shown in the figure below.

Bearing in mind that the investment planned on the site of the Podjuchy estate is a recreational and tourist place and includes within its scope a space intended for meetings and broadly understood recreation and leisure, as well as the short distance from the current place where the bench is located to the area of the investment planned by the City of Szczecin commune, it was deemed unnecessary for the Investor to move the bench. The place of recreation and rest referred to in the note to the EMP will be provided as a result of the activities of the City of Szczecin commune, not coordinated with the Investor's activities. It should be noted that the place that is to be created as a result of the

abovementioned project implemented by the Commune will have much greater advantages than the single bench, which is also a private property of one of PAP. The investment site will feature not only streetscaping objects such as benches or tables, but also viewing platforms to observe the other bank of the river and a roofed shelter.

As a consequence of the City of Szczecin commune providing a place that will fully meet the demand for this type of recreational facility and at the same time with access to the river, residents of Szczecin, and in particular of the Podjuchy estate, the Investor decided that taking action on the possible transfer of the bench is unnecessary. It was taken into account that the bench, after a detailed analysis of the information and documentation in possession, was classified as private property owned by of one of the non-contractual users of the plot.

A picture showing the distance from the site of this project (plot No. 7/16) to the site of the project carried out by the Municipality of Szczecin.



A figure received from the Project Manager showing the location of the project site.

2.3 ENTITIES RESPONSIBLE FOR IMPLEMENTING SUBCONPONENT 1B OF THE PROJECT

As from 1 January 2018, the main entity responsible for national water management is the State Water Management Authority 'Wody Polskie' (also referred to as 'Wody Polskie' or 'PGW WP'), seated in Warsaw.

Wody Polskie was founded under the Water Law of 20 July 2017 and the statute given under the Regulation of the Minister of Environment of 28 December 2017 (Polish Journal of Laws 2017, item 2506). Wody Polskie is a state-owned legal person (Article 9(14) of the Public Finance Act of 27 August 2009 – Polish Journal of Laws 2009, item 1240, as amended).

One of the tasks of the SWM PW is comprehensive, broadly understood water management in Poland, including investments. The entity also represents the State Treasury and exercises its ownership rights with regard to the water, water equipment and other property related to water management, owned by the State Treasury. A detailed list of the rights and obligations, including the division of competence between the internal units and separated bodies, is set out in Article 240 of the WL. Wody Polskie consists of the following organisational units: the National Water Management Authority seated in Warsaw, regional water management authorities, basin boards and water supervision offices.

In Article 536 of the WL, the legislator has regulated the issues regarding the continuation of projects commenced before the date the Law entered into force, by transferring to Wody Polskie the rights and obligations arising from the contracts and decisions concerning projects carried out on the public water bodies owned by the State Treasury, and concerning principal drainage equipment, including the contracts financed or co-financed by foreign resources, which were previously implemented by regional water management authorities, provinces, province marshals or competent provincial organisational units. Article 526 of the WL stipulates that from the date the Law enters into force, Wody Polskie shall also perform the tasks of the previous President of the National Water Management Authority, the previous directors of regional water management authorities, and province marshals, which involve the maintenance of water and other property of the State Treasury related to water management and water management projects. It should be noted that all the receivables, liabilities, rights and obligations of the previous National Water Management Authority and the regional water

management authorities have become receivables, liabilities, rights and obligations of Wody Polskie. Therefore, it was a general succession from the previous regional boards to Wody Polskie.

The reform of the water management was caused by the Directive 2000/60/EC of the European Parliament and of the Council of 23 October 2000 (the so-called Water Framework Directive), which establishes a framework for Community action in the field of water policy. The reform was a condition which Poland had to satisfy in order to use the resources from the European Union operational programmes for 2014–2020.

The Project Implementation Unit (PIU) for this Task is the State Water Management Authority 'Wody Polskie', which has legal personality and exercises the ownership rights for and on behalf of the State Treasury. The Regional Water Management Authority in Szczecin is an internal unit of Wody Polskie. In consequence, the State Water Management Authority 'Wody Polskie' will be the Investor in this Task.

3. BASIC PRINCIPLES OF RAP[3]

The principal objective of this Land Acquisition and Resettlement Action Plan is to acquire real properties necessary to implement the Works Contract in line with Polish legal regulations and the World Bank's Operational Policy OP 4.12, in a way to minimise the adverse impacts on the project affected persons, improve or at least restore their living conditions and ensure long-term and sustainable use of environmental resources in that area.

Unless adequate mitigation and prevention measures are planned and implemented, land acquisition may generate and strengthen inequalities and cause social exclusion and permanent environmental damage. Therefore, in planning and implementing the property acquisition process, it is required to apply the following principles:

1. Permanent and involuntary land acquisition shall be minimised or avoided where possible. Where permanent acquisition is unavoidable, the procedures and requirements outlined in this RAP shall be followed to mitigate the impact of the land acquisition on the parties interested. http://www.odrapcu.pl/doc/OVFMP/Ramowy_dokument_dotyczacy_Przesiedlen_i_Pozyskiwania_Nieruchomosci.pdf
2. The land acquisition procedures shall ensure that the living conditions of people are improved or at least restored to pre-project level.
3. All project affected persons (PAPs) shall be properly consulted and given the possibility to actively and effectively participate in improving the Project, and shall be given access to mechanisms enabling the submission of complaints and applications. The public consultation should account for the needs of vulnerable groups and those arising from participants' gender identity.
4. Project affected persons shall be provided access to fair, just and inexpensive appeal procedure conducted before an independent authority or before a court, which should be carried out without undue delay.
5. All land acquisition processes, whether permanent or temporary, shall be conducted in line with the procedures set forth in Polish legal regulations and in OP 4.12, as per the LARPF, and shall be elaborated in specific RAPs. The RAPs must be consistent with the LARPF. http://www.odrapcu.pl/doc/OVFMP/Ramowy_dokument_dotyczacy_Przesiedlen_i_Pozyskiwania_Nieruchomosci.pdf
6. This RAP concerns permanent or temporary acquisition of real property, as well as permanent or temporary restrictions in using the property, which may in particular result in the (permanent or temporary) loss of revenue or the reduction of living standards.

[3] The contents of this chapter are in line with the LA&RPF.

7. The implementation of the RAP shall be monitored and documented, and evaluated upon completion.
8. The process of public participation and the protective and mitigation measures shall be carried out in line with the principle of equal treatment regardless of age, sex or disability of the project affected persons. Particular attention must be paid to the households where a member or members belong to the vulnerable groups.
9. Land Acquisition and Resettlement Action Plans are prepared and implemented as integral parts of the Project. All costs of planning and implementing the compensation measures shall be included in the costs and benefits of the Project.
10. The persons economically affected by the Project, in particular those who have been subject to expropriation, shall be compensated before the start of construction works on the expropriated property.
11. Within the compensation measures, a priority shall be given to the 'land for land' compensation, that is by giving a property of a similar production potential. Monetary compensation shall be used where the acquisition of the property or a part thereof has no impact on the possibility to use the property for its previous purposes as well as where the person economically affected by the project expresses their will to receive monetary compensation.
12. The properties subject to temporary acquisition upon the completion of works shall be restored to their previous condition, so to enable their owners or users to use the properties as before the Project implementation.
13. Regardless the title to the property, all project affected persons shall receive various forms of support, according to the Compensation Measures Matrix included in the LARPF. The absence of a title to the property should not be an impediment to the compensation and/or any other form of support. Detailed rules of acquiring real properties, conducting the public participation procedure and carrying out the mitigating, preventive, protective and compensating measures are set forth in this RAP.

The purpose of the RAP is, among others, to gather basic social and economic information on the project affected persons, to identify the impacts, to determine the mitigating and compensating measures taken against any adverse impacts, and to assess whether the conditions for further management on the properties covered by the project have been restored (both for properties owned by natural persons and public entities). The RAP also specifies the procedures, budget and deadlines to achieve the said purposes.

Based on determined indicators, the RAP shall be subject to continuous monitoring and updates conducted by the Consultant's team and by the PIO, as the works proceed and in case any new factual or legal circumstances which affect the implementation of its provisions. This will allow, *inter alia*, for the provision of relevant information to the project affected persons, early identification of risks, and the implementation of methods that will enable the mitigation or elimination of those risks. The results of the monitoring shall be presented in monthly and quarterly reports.

The *ex-post* assessment will be conducted six months after full implementation of the RAP and evaluating and documenting its outcomes.

4. MINIMISING THE IMPACT

4.1 Social impacts – general

In the light of OP 4.12, a social impact associated with property acquisition is defined as any direct loss, whether social or economic, which arises out of the expropriation of a real property or the permanent restriction in the manner of using or access to the real property.

The social impacts caused by the Investment Project, and thus by the land acquisition which often leads to resettlement, may be classified into the following categories:

1) Impacts caused by the Investment Project:
   a/ direct impacts,
   b/ indirect impacts,
2) Impacts caused by the Investment Project's severity:
   a/ significant impacts,
   b/ minor impacts,
3) Subjective impacts:
   a/ favourable impacts,
   b/ adverse impacts.

Re. 1. According to §3 of the World Bank's Operational Policy OP 4.12 *Involuntary Resettlement*, the said Policy covers only direct impacts which are caused by the involuntary taking of land or the involuntary restriction of access to parks and protected areas, resulting in adverse impacts on the livelihood of the project affected persons.

'Direct social impact' means any consequence immediately related to the taking of a parcel of land or to restrictions in the use of legally designated parks or protected areas, during the Investment Project financed or co-financed by the World Bank. People directly affected by land acquisition may lose their home, farmland, property, business, or other means of livelihood; a reduction in living standard is also possible. In other words, they lose their ownership, control over the real property and the rights of use.[4]

OP 4.12 does not apply to long-term indirect impacts caused by the Investment Project, for example on customer loyalty (for people running a business), differences in local tastes, or other forms of intangible cost caused by the Investment Project.[5]

Re. 2. The severity of the Investment Project's impact on land properties largely depends on the type and purpose of the property.

Therefore, the basic criterion to assess the severity of social impacts is the percentage share of the expropriated part of the property in its entirety. However, we should also take into account the data obtained during the socioeconomic study.

To estimate the social impacts, for the purposes of this RAP, we have adopted the following criteria, according to OP 4.12:

- minor impact – in the case of real properties with intended use other than agricultural and wasteland, secondary impact is deemed to be the impact where less than 20% of land or assets of a given household are lost, while no physical relocation takes place,

- significant impacts – for real properties intended for purposes other than agriculture, and for wasteland, significant impacts are such impacts where the household loses more than 20% of its land.

In assessing the severity of impact, we have also considered the information acquired from the socioeconomic study, and the social sensitivity of the analysed household, defined as the exposure to risk and severity of the impact, sensitivity to those risks and effects, and adaptation capabilities; we have also considered whether the PAP belongs to a vulnerable group.

Therefore, when assessing the impacts for their severity, it is required to assess the size, purpose, use and production capacity of the entire property and its part being lost. Often the real property subject to acquisition is the family's only source of income, and sometimes it is not used whatsoever. In such

[4] See: *Involuntary Resettlement Sourcebook, Planning and Implementation in Development Projects, The World Bank 2004, Chapt 1, pg 4*

[5] See: *Involuntary Resettlement Sourcebook, Planning and Implementation in Development Projects, The World Bank 2004, Chapt 1, pg 19*

cases, the acquisition of the same area of property will be subject to different compensation amounts, based on the purpose and production capacity of the property. Therefore, it is important to determine during the socio-economic studies the percentage ratio of the acquired part of the real property to the remaining part, as well as if the acquired part of the real property generates income.[6]

Sometimes, despite seizing 100% of a small property, which was used by the PAP only for leisure purposes, and it is impossible to determine that the property was the family's source of revenue, the impact must be deemed significant.

For those people already in poverty, however, loss of even a small percentage of holdings may render the rest of their land unviable. In these cases, the loss of less than 10% of the holdings (which could indicate a minor impact) will only deepen poverty – for such PAPs, adequate additional measures should be taken aside from monetary compensation.[7]

Re. 3. The implementation of flood protection projects which have an impact on the entities located at the site or within the range of the Investment Project, as well as their long-term impact, may be classified as favourable. This is because the communities living in the areas of Investment Projects will benefit from the improvement of flood safety. Therefore, we may claim that the outcome of the Investment Project (the improvement of flood protection level) will only have a favourable impact.

However, in the event of acquiring a private real property being, the subjective impressions of the project affected persons will be usually negative. There may arise adverse impacts relating to the relocation of households, but in some cases a change in the place of residence brings improvement of the PAP's living standard, and thus an impact that is initially considered adverse turns out to be favourable in the long term. In any case, attention must be paid to the psychological adverse impacts, especially for persons from the vulnerable groups.

4.2 Social impacts identified for the purposes of Task 1B.3/1

To implement Task 1B.3/1, the real properties required for the investment project will be acquired under a voluntary exchange agreement to be concluded between the Municipality of Szczecin and the State Treasury PGW WP RZGW in Szczecin. In the case of this property, four contractless users have been revealed, and the property will probably be issued by the owner without the possibility of full possession. The persons who presently occupy the property do not hold any title or claims thereto, which could be derived from the Polish legal system. One of the contractless users permanently resides on the area remaining after the allotments, while the other three PAPs have developments and plantings existing on a part of the property. In consequence, a physical resettlement will take place with respect to the person residing on the plot to be taken by the investment project and the one who runs a business on the part occupied without a contract. In this case, the physical resettlement implies the loss of facilities necessary to gain profits. Given the age and health condition of that person, there may also occur psychological impacts such as stress caused by the loss of the present place of residence and adaptation to a new one. Therefore, the task also provides for support and protective measures for the person to be relocated, which will prevent or mitigate the adverse impacts of the resettlement.

According to the good practices recommended by the World Bank, for poor people it is required to take special measures which go beyond the implementation of Operational Policy OP 4.12. Considering that such people have no title to the land or goods for which they could be compensated, the socioeconomic study should determine the source of their revenue, where possible. The good

[6] See: *Involuntary Resettlement Sourcebook, Planning and Implementation in Development Projects, The World Bank 2004, Chapt 3, pg 38*

[7] See: *Involuntary Resettlement Sourcebook, Planning and Implementation in Development Projects, The World Bank 2004, Chapt 5, pg 74*

practices also recommend individual consultations to be conducted with persons in poverty, as they may be unwilling to participate in the public consultation.[8]

It should be emphasized that the purpose of this RAP is to set the frameworks and rules to prevent direct, significant and adverse impacts on the community, due to property acquisition and involuntary resettlement.

The planned Task will entail direct significant impacts in the form of physical relocation of a household – for one of the PAPs permanently residing in an allotment gazebo. The impacts should be, however, deemed favourable in the long term, as the homeless PAP will improve their living conditions by being given housing premises. As part of the compensation measures, the PAP has been voluntarily enrolled in a local scheme, managed by an auxiliary entity of the Municipality of Szczecin, which enabled the conclusion of a lease contract for a dwelling unit to be renovated. In the end, despite competition, the PAP was identified as a person eligible to conclude a lease contract for a dwelling unit to be renovated. The participation in the scheme did not imply any direct costs. The only expenses related to stamp duties on powers of attorney and on appropriate certificates which had to be enclosed with the application for the dwelling unit. As for now, the PAP has signed the lease contract for a dwelling unit to be renovated. The PAP has covered from his/her own funds the costs of insuring the flat for the time of renovation, and has paid a refundable security deposit – both amounts were necessary to enter into the lease contract. The costs of the renovation will be covered from the monetary compensation paid to the PAP for the goods lost due to physical resettlement. Based on the authorisation granted by the PAP, the Investor will commission renovation works in the premises to be used for relocating the PAP, and the costs of the renovation will be covered from the compensation due to the PAP. Any surplus, reduced by the renovation costs, will be handed over to the PAP.

Simultaneously with the acquisition and renovation of the premises, efforts will be taken to find another dwelling unit (ready to move in), which could be used to satisfy the housing demand of the PAP. If it is possible to acquire rights to that other dwelling unit, and the PAP consents to moving there, the premises to be renovated will be abandoned and the PAP will be displaced to the location he/she has chosen. This solution is beneficial, as the premises intended for the PAP will be made available sooner. However, there are variables such as the amount of maintenance charges, location, floor, etc. This is why the final choice will always be left to the PAP.

As for the person who runs a business on a part of the property occupied without a contract, there will exist significant direct impacts and a physical resettlement implying the loss of facilities necessary to generate income, but there will be no economic resettlement. In the first place, the PAP was offered to make a new lease contract, for a new but similar location that would enable going concern and assistance in business relocation. The PAP had initially emphasized that the going concern of the fishing business is his priority, but in the end, instead of using the offer to continue the business and the assistance in relocation, the PAP declared that he was only going to accept compensation for the facilities, plantings and improvements made on the property by his own means.

Direct impacts will also arise for the other two contractless users, who will be given a monetary compensation for the facilities, plantings and improvements they have made on the property. Given the intended use and present development of a part of the property, and the condition of the structures possessed by the PAP, the impact should be considered minor, and monetary compensation for the PAP should be regarded as advisable.

Direct adverse impacts have occurred for the former lessees of the investment property located at Karpia street, on plot 7/16. It should be highlighted that the outcome of the adverse impacts was not due to actions taken by the Investor but by the property owner, who terminated the lease contracts when most of the people had already prepared their allotments for the new cultivation season, made plantings and incurred related expenditures. It is important that the notices of termination delivered

[8] See: *Involuntary Resettlement Sourcebook, Planning and Implementation in Development Projects, The World Bank 2004, Chapt 5, pg 73*

to the lessees expressly stated that the contract was terminated since the property owner (Municipality of Szczecin) had taken actions to transfer the property to the Investor with the aim to implement the planned Investment Project (for more details, see chapter 7.4 *'Former lessees of plot No. 7/16'*.

The lease concerned small parts of the property intended for the cultivation of plants and vegetables, so the impact on the lessees should be regarded as direct and adverse, whereas the area of the occupied parts of the property (for each of the lessees) may not be considered to generate any revenue that would ensure subsistence of the household, and thus the impacts may not be deemed significant. It should be emphasized that the allotments were used mostly for leisure purposes.[9]

What is important, in accordance to Polish law, the persons illegally (that is without a title or expectant right to acquire the same) controlling the property intended for the Investment Project, are not entitled to receive compensation for expropriation from the property. However, they will receive compensation for the plants, structures and facilities being their property and, where necessary, a package of special protective measures to restore or improve their quality of life.

No.	PAP category	Direct / indirect impacts	Significant / minor impacts	Favourable / adverse impacts
1.	Contractless user – vulnerable group	Direct	Significant	Possible adverse psychological impacts / Favourable impacts due to improved living conditions
2.	Contractless user	Direct	Minor	Favourable
3.	Contractless user	Direct	Minor	Favourable
4.	Contractless user being an entrepreneur	Direct	Significant	Adverse
5.	Former lessees of the plots located at Karpia street	Direct	Minor	Adverse

Table 3: Types of impacts of the Investment Project on the PAPs identified in the socioeconomic study

4.3 Mitigating the impacts – organisational measures

1. The design works are carried out in a way to minimise the area of land that must be acquired, that is within the boundaries of the plots that will be objects of the voluntary contract for transfer of real property, and of the properties already owned by the State Treasury.

2. The amount of compensation for the plants and structures owned by the persons illegally occupying the property will be set based on the appraisal reports prepared by licensed property appraisers. The appraisal to form a basis for setting the compensation amount will be reliable, objective and independent, so that the project affected person receives a monetary compensation equal to the replacement value of the goods lost.

3. All costs of the measures mitigating and compensating for the adverse impacts will be included in the costs of the Project as eligible expenditure.

4. Each expropriated person will be entitled to use the land free of charge until the payment of the compensation or (if no agreement is reached as to its amount) an indisputable part thereof.

5. The Employer will notify the PAPs of the actual commencement of works in such an advance that will allow them to finish up their activities on the property, but no shorter than 30 days.

[9] *Detailed list of PAPs, including the severity of social impacts, is set out as Appendix 3 hereto, and may not be disclosed due to the protection of personal data.*

6. During the construction works, the required distances to overhead power lines will be maintained. This will mitigate the social impacts caused by the influence on energy infrastructure (power supply interruptions). Power distribution systems on the construction site will be designed, built, maintained and used in such a way not to pose a fire or explosion hazard, and to sufficiently protect the personnel against electric shock.

7. All works carried out near the existing underground utilities will be performed manually to prevent damage. This will mitigate the social impacts caused by damage to utilities.

8. All works that cross or are conducted near utility networks will be supervised by the owner of those networks. The network owners will be notified in advance of the start date of the works.

9. Proper arrangement of construction and erection works will be ensured: the construction works may be carried out only from 6:00 a.m. to 10:00 p.m.; limitation of transports without load; limiting the idle operation of vehicle combustion engines during construction; limiting the speed of vehicles near the investment project site; limiting the operation of equipment that generates the highest noise; the construction site will only be supplied during the day. This will mitigate the social impacts caused by the nuisance generated by the Investment Project.

10. The Investor will assist the PAPs in drafting applications for a dwelling unit (preparation, obtaining adequate appendices, representing the PAPs in the proceedings for acquiring the right to conclude the lease contract for the dwelling unit, etc. – as required). It is required to arrange and carry out renovation of the premises for which the PAP will conclude the lease contract.

11. Assistance and advice in searching for substitute properties or locations, in order to continue the fishing business.

12. Before commencing the works, the Employer will conduct a broadly defined information campaign about the investment project, and will launch an information point for persons affected by the project, where they can file their requests and comments on the ongoing construction works and planned seizures. An informative brochure will be prepared and distributed to all persons affected by the project, which will inform about the option to file complaints (according to the RAP) and contain relevant contact details.

Specification of the mitigating measures planned for each PAP entitled to compensation is set out as Appendix 3 hereto, but may not be published due to the protection of personal data.

A broader description of the measures to mitigate/minimise adverse impacts, including those regarding environmental resources, is contained in the 'Environmental Management Plan'.

5. SOCIOECONOMIC STUDY

5.1. Sources and method

The socioeconomic study has been conducted by the real property team being part of the Consortium – Consultant responsible for preparing this RAP.

The principal source of information about the development and use of the occupied properties is the analysis of GIS data, excerpts from the land and building register and entries in land and mortgage registers, and an on-the-spot verification on the Task site. The possession status of the occupied properties was established based on the land and building register, land and mortgage registers, and by way of on-the-spot verification of the Task site. The existence of infrastructure was confirmed by

analysing the GIS data, LBR excerpts and design documents, and by an on-the-spot verification of the Task site.

As regards social impacts, the basic source of information was the information acquired from available registries (such as the business register) as well as data and information obtained by visiting the site of the Task. We have also based on the statistics of the CSO and materials available on the Internet (the websites of the Municipal Office of Szczecin). The collected data allowed us to make a social profile, that is to classify the PAP to a specific group of beneficiaries entitled in connection with the Task.

The end date of the socioeconomic study is the date of obtaining the final building permit.

Based on the analysed information sources, in particular the site visits, we have carried out thorough socioeconomic studies on the site of the Investment Project, using questionnaires dedicated to particular persons. We have found that the investment project site is occupied by four contractless users of the property. As the Municipality of Szczecin does not fully possess the property to be transferred to the State Treasury for the purposes of the Investment Project, and given the will to acquire the property free of any encumbrances, consultations were initiated with the contractless users of plot 7/16.

It has been found that the Investment Project may generate significant impacts and cause physical resettlements of the persons who illegally use plot No. 7/16.

As we have revealed four PAPs residing on plot No. 7/16, who upon the acquisition will lose their plants and expenditure incurred on the property (and in one case also the place of living), during the individual consultations we strived to reach a compromise regarding the PAPs' expectations and the amount of compensation or any other assistance expected by the PAPs due to the resettlement (additional compensating measures). With regard to the person from the vulnerable group, actions were taken to establish their source of income. That person has been enrolled in a local scheme aimed to acquire (by way of competition) a dwelling unit to which the person could be moved. In addition, we have notified the appropriate division of the Municipal Office of Szczecin, competent for homeless people, that the property is occupied by a PAP. In February 2019, we conducted a community interview at the PAP's place of residence (allotment), which was participated by a social worker. Thanks to these actions, the PAP has received social aid.

In November 2018, the PAPs were surveyed about whether they consider it reasonable to implement Task 1B.3/1 and how they see its impact on their quality of life and economic standing (impact on revenue). The target group covered by the survey included the persons who use plot 7/16 without a contract. The survey was also conducted among the former lessees of plot 7/16.

The questions asked in the survey were replied by all the persons to be relocated. None of the respondents have indicated that the Contract will adversely affect their economic standing or reduce their revenue. All respondents are satisfied of the construction of icebreaker base and the additional strengthening of flood protection in Szczecin; however, some of the respondents do not want the base to be built in the planned location – they consider the terrains located at Dąbie Lake to be more appropriate.

The occupied properties (plots 7/16, 1/12, 1/8 and 20) are situated at Karpia street, Dąbie precinct, Podjuchy neighbourhood. They are owned by the Municipality of Szczecin and the State Treasury represented by the PGW WP RZGW Szczecin. On plot No. 7/16, owned by the Municipality of Szczecin, we have found persons holding no title to the property (former lessees and contractless users), who keep using a part of the property – all those contractless users have taken a stance on the investment project by filling the questionnaires set out as Appendix 1. Plot No. 7/16 was also an object of lease contracts, which were terminated by the property owner; the list of former lessees is set out as Appendix 2 and will be published once the data are anonymised.

5.2. General socioeconomic information

Szczecin is a city with district rights, the capital and the largest city in Zachodniopomorskie province, situated by Odra river and Dąbie lake, on Szczecin Coastland. Szczecin's basic auxiliary unit is the neighbourhood – the city is divided into 40 administrative neighbourhoods. Additionally, Szczecin is composed of 4 districts: Północ, Prawobrzeże, Śródmieście and Zachód.

As at 31 December 2017, the city covers 300,6 km2 and is inhabited by 403,900 residents. In 2016, 245,921 residents were at working age, of whom 129,313 were men and 116,608 were women. The average employment in business sector in 2017 was 49,900 people. On the province scale, the average employment in Szczecin was 26.0%.

Podjuchy is an administrative neighbourhood of Szczecin located in Prawobrzeże district, which is the city's auxiliary unit separated under the Resolution of Szczecin City Council dated 28 November 1990, No. VIII/53/90, on establishing districts and neighbourhoods in the City of Szczecin. Podjuchy is situated in Prawobrzeże, between Regalica river, the neighbourhoods of Zdroje and Żydowce, and A6 motorway, near national road 31 and the railway line Szczecin – Gryfino – Kostrzyn nad Odrą – Rzepin – Zielona Góra – Wrocław. In Podjuchy, the railway track branches off in three directions: Szczecin Central, Szczecin Dąbie and Gryfino. Podjuchy is the last station within the city boundaries, located on the route to Gryfino (until recently, Szczecin Klucz station was also active).

In Podjuchy there is also a railway terminal and a hub station. The terminal is situated at Metalowa street (a section of national road 31).

Podjuchy cover a useful area of 5.1 km2. As of 22 January 2018, the district is inhabited by 8,508 residents, including 1,431 minors and 7,077 adults. The population of Podjuchy includes 4,045 men and 4,463 women.

The City of Szczecin is linked with Podjuchy neighbourhood by Floriana Krygiera and Batalionów Chłopskich streets.

Podjuchy is the location of Post Office No. 18. There are also the following educational institutions: Public Kindergarten No. 79, Primary School No. 12 named after K.I. Gałczyński, Catholic Primary School named after John Paul I and Public Junior High School No. 15. In addition, there is the Municipal Public Library, Branch No. 14.

Transport services from the neighbourhood to the city are provided by Szczecińskie Przedsiębiorstwo Autobusowe 'Dąbie' Spółka z o.o. In Podjuchy, there are stops of the following bus lines: 61, 64, 66 and 95.

The neighbourhood also has a family medical centre and is home to the Apostles Peter and Paul Roman Catholic church. The local monuments include the historic villa situated at ul. Metalowa 42.

5.3. Gender equality

Poland has introduced a legal prohibition of discrimination, which is expressed in the Constitution of the Republic of Poland of 2 April 1997. Article 32 stipulates that no one shall be discriminated against in political, social or economic life for any reason whatsoever. The discrimination of women means any distinction, exclusion or restriction made on the basis of sex which has the effect or purpose of impairing or nullifying the recognition, enjoyment or exercise by women, irrespective of their marital status, of human rights and fundamental freedoms in the political, economic, social, cultural, civil or any other field (Article 1 of the Convention on the Elimination of All Forms of Discrimination against Women, adopted in 1979).

Willing to join the European Union, Poland had to adopt its legislation to the regulations applicable in the EU, including those governing gender equality. This has mainly brought amendments to the Labour Code, but also a change in the approach of politicians and public administration.

According to the Human Development Index (HDI) for 2012, applied by the United Nations Development Programme (UNDP), Poland is amongst the countries with a very high Human Development Index. It is ranked 39th among 187 countries, so above the average for the counties covered by EBRD activity and at a level similar to the average for Central Europe and the Baltic States. The Human Development Index consists of three components: health, education and living standard. According to the UNDP's Gender Inequality Index (GII), Poland is classified even higher – on the 24th position in the world rank. The Gender Inequality Index is a measure representing the loss of development possibility in a given country, caused by unequal treatment, which covers three elements of evaluation: reproductive health, empowerment and labour market participation.

As regards women's participation in public life, the share of women in the elected compositions of public authorities is low. This mainly refers to the low percentage of female Members of Parliament. Similar negative trends are presented by other elected authorities: commune councils, district councils or province assemblies (women represent around 1/4 of all councillors). We should also highlight the noticeably low share of women among heads of communes and town mayors. What is interesting is the increase in the number of women acting as village administrators – this position is one of important functions in terms of civic participation and social capital building. Experience also shows that women are equal participants in public consultation procedures, and often even leaders due to their engagement and local activity. To conclude, we should indicate that in order to promote women and increase their representation in decision-making committees and business management, there are many citizens' initiatives and declarations by political parties, examples from other countries are popularised, the European Commission takes their own initiatives *ex officio*, etc., which should improve the equality of men and women in terms of participation in labour market and decision-making committees. The results for the last 10 years show a gradual progress in this field.

5.4. Particulars of the real property

The investment project is located on a unit area specified in the Resolution of the City Council of 6 September 2016, No. XXII/522/16, on local development plan for 'Podjuchy – Szlamowa' in Szczecin, ref.: D.P.1001.IKW.U.KSP, (IKW,U,KSP – waterway service area, waterway service infrastructure, fuel station for vessels) and D.P.1006.KD.D i D.P.1007.KD.D. (KD.D – public road area – access street).

Therefore, the undertaking situated on the said unit areas functionally suits their intended purpose. Within the boundaries of the waterway on Regalica river, the investment project area is not covered by a local development plan.

The project will be carried out in the area located in the southern part of Szczecin, within Podjuchy neighbourhood, at Karpia street. It will be conducted directly at the bank of Regalica (a branch of Odra river).

The project site directly adjoins the existing Water Supervision Base of the Regional Water Management Authority in Szczecin.

The area remaining after former allotments, Karpia street in Szczecin – present condition

The part of the property for the Investment Project which is under contractless use by PAPs – present condition

The investment project will be located on plots number 7/16, 1/12, 1/8 and 20, precinct: Dąbie, administrative neighbourhood: Podjuchy. Plots No. 7/16 and 1/12 are owned by the Municipality of Szczecin. Plots No. 1/8 and 20 are property of the State Treasury, managed by the PGW WP RZGW Szczecin. Plots No. 7/16 and 1/12 will be transferred to the State Treasury by a voluntary exchange agreement to be made with the Municipality of Szczecin.

The site of the planned icebreaker mooring base covers wasteland, areas remaining after former allotments and isolated cubic structures (gazebos and garages). The water plot which is to be the site of drawing works partially covers the waterway. The site of the investment project is heavily transformed by human.

The investment project area includes cubic structures that are currently used as gazebos remaining after former allotments by four (4) persons holding no title to the property (contractless users identified in the socioeconomic study). Additionally, a section of plot 20 includes a docking basin, on three sides reinforced by quays. The existing development remaining after former allotments, along with the bank infrastructure (retaining walls, wallheads and a wooden footbridge) and the eastern quay of the docking basin are to be demolished.

5.5. Conclusions

According to the opinion issued by the District Sanitary Inspectorate in Szczecin on 18 July 2017, ref. PS.NZ.401.0136.2017, the investment project titled 'Construction of mooring facilities for icebreakers in Szczecin, carried out as part of the Odra-Vistula Flood Management Project' does not require an environmental impact assessment. This is based on the fact that, according to the documentation, the project will not have any adverse impact on human life or health.

The Regional Director for Environmental Protection in Szczecin, by his letter dated 25/10/2017, ref. WONS-OŚ.4240.141.2017.AW, expressed an opinion that the environmental impact assessment is not necessary.

Having read the opinions by the Regional Director for Environmental Protection in Szczecin and the District Sanitary Inspector in Szczecin, the Mayor of Szczecin has waived the obligation to carry out the environmental impact assessment. The environmental permit issued by

the Mayor of Szczecin on 29/12/2017, ref. WGKiOŚ-II.6220.1.22.2017.MP, states that the investment project titled 'Construction of mooring facilities for icebreakers in Szczecin, carried out as part of the Odra-Vistula Flood Management Project' does not require an environmental impact assessment.

On the site or in the immediate vicinity of the investment project, there are no areas of historical or cultural importance. The site is not entered into the register of monuments, and it is located outside preservation zones.

On the north-eastern side, the site adjoins Regalica river, and on the west there is an existing base of the Water Supervision Office of RZGW Szczecin. On the south-eastern side, along the plot boundary, there is a railway track. On the north-eastern side, the site borders a private plot being a seat of a sports club. There is also a power line running along the south-eastern boundary of plot 7/16.

Presently the site of the future base mostly covers land which is heavily degraded, neglected, littered and having an adverse impact on local landscape. The investment project will enable the area to be cleaned and given positive aesthetic features.

The contractless users identified on the property will receive due monetary compensation, and the person belonging to the vulnerable group will additionally receive all necessary assistance for the purpose of resettlement and adaptation to the new place of residence.

The compensation entitlement will also apply to the former lessees of the property located at Karpia street, who had their lease contracts terminated by the Municipality of Szczecin due to the Investor's intention to build the mooring base.

Developments remaining after former allotments - present condition

The plot occupied without a contract – present condition

6. APPLICABLE LEGAL PROVISIONS AND VALUATION METHODS

This RAP for the identified Task included in Subcomponent 1B 'Flood Protection on Middle and Lower Odra River' is based on Polish laws and on Operational Policy 4.12 – Involuntary Resettlement, as it is financed by the World Bank.

The Loan Agreement between Poland and the World Bank is an international law act, and by concluding it Poland has committed to apply the World Bank's policies.

In the event of discrepancy between Polish legal provisions and the WB policies, it is required to apply the provisions being more favourable to the community affected by the Project.

6.1 Obligations under OP 4.12 Policy[10]

The obligations arising from OP 4.12 apply if the Project implementation requires:

a) the involuntary taking of land resulting in:

(a) relocation or loss of shelter,

(b) loss of assets or access to assets,

(c) loss of income sources or livelihood,

b) the involuntary restriction of access to legally designated parks and protected areas resulting in adverse impacts on the livelihoods of the Project Affected Persons.

To reduce the impacts of these activities, the borrower is obliged to prepare a LARPF and a RAP, depending on whether the specific interventions and related impacts have been identified of not.

OP 4.12 also states that:

- All feasible alternative projects should be implemented in such a way to avoid or minimise resettlement, and where resettlement may not be avoided, actions should be taken to minimise their scale and impact.
- Resettlement process should be planned and implemented as a development activity, by providing adequate means and assets allowing PAPs to participate in benefits resulting from Project implementation. Support should be offered to social groups affected by resettlement, in order to improve their economic status, income and livelihood, or at least to restore their previous status.
- Before the resettlement, the displaced persons should receive full compensation at replacement value, assistance in relocation as well as assistance and support in the transition period.
- The lack of title to the ground should not bar compensation.
- Particular attention should be paid to vulnerable social groups and individuals (e.g. single mothers, the disabled, the poor).
- The communities should be given opportunity to participate in planning, implementation and monitoring of the resettlement process.
- The resettled should be assisted in integration with the host community.
- Process of resettlements should be closely linked to the schedule of the main Task, so that the resettled receive compensation before starting the construction or other activities covered by the Project.
- The resettlement should be monitored and evaluated.
- For rural or farming land, even when it is possible to apply financial compensation, land-for-land compensation is recommended, if economically feasible. The farms that completely lost their fixed assets and became entirely unprofitable should receive compensation equal to the value of the entire farm.
- For losses that are difficult to compensate for financially, such as access to public services, access to clients or suppliers, fishery areas, access to pastures and forest areas, efforts should be made to grant access to equivalent and culturally relevant resources and income opportunities.

6.2 Polish legal requirements

The most important normative acts governing the acquisition of rights in real property necessary to implement the Tasks are as follows:

[2]The chapter is in accordance with the LARPF.

- The Constitution of the Republic of Poland of 2 April 1997 (Polish Journal of Laws 1997, item 483, as amended),
- The Civil Code of 23 April 1964 (Polish Journal of Laws 2018, item 1025, as amended) – hereinafter: CC,
- The Real Property Management Law of 21 August 1997 (Polish Journal of Laws 2018, item 2204, as amended) – hereinafter: RPM Law,
- Regulation of the Council of Ministers of 21 September 2004 on the appraisal of properties and preparing appraisal reports (Polish Journal of Laws 2004, No. 207, item 2109, as amended),
- The Construction Law of 7 July 1994 (consolidated text: Polish Journal of Laws 2018, item 1202, as amended) – hereinafter: CL,
- The Water Law of 20 July 2017 (Polish Journal of Laws 2018, item 2268, as amended) – hereinafter: WL,
- The State Property Management Act of 16 December 2016 (Polish Journal of Laws 2018, item 1182, as amended) – hereinafter: SPMA.

The Civil Code governs the legal relations between natural persons and legal persons, including the conclusion of real property transfer agreements. The principle of freedom of contract applies, which also covers the freedom to decide whether and with whom the contract should be made. A contract is concluded by unanimous declarations of the parties. The Civil Code provides for a special form of concluding contracts concerning a real property. Such contracts should be made in the form of a notarial deed, otherwise being null and void. In addition to general regulations for trading in real properties, the CC introduces rules of settlement between property possessors and owners. These regulations are semi-imperative, so the parties to the contract may settle them otherwise.

The mechanism of involuntary acquisition of rights in real properties is specified in the Flood Act and the RPM Law. It should be noted that the implementation of Task 1B.3/1 '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. The Act lays down detailed rules and conditions for preparing flood prevention structures and weather radar stations. The investment project does not fall within the term 'flood prevention structure' as defined in the Act. Therefore, real property for the investment project will be acquired by way of voluntary agreement, upon obtaining all necessary consents.

A possible alternative is also to acquire the property on a voluntary basis, by an exchange agreement. As of the date of this RAP, the parties' intent is to enter into reciprocal contracts transferring the ownership of the property – under such a transaction the State Treasury – PGW WP RZGW Szczecin will acquire the property necessary to implement the Investment Project, while the Municipality of Szczecin will acquire a property attractive in terms of tourism, situated at Żaglowa street in Szczecin. As an alternative, the property may be acquired by direct purchase by the PGW WP, which has legal personality.

Given the contractless users possessing the property in bad faith, and the absence of available compensation procedures under the Act of 8 July 2010 on special rules of preparing projects involving flood prevention structures, any compensation claim by these possessors due to their outlays incurred on the property will be based on general provisions set out in the Civil Code and the Code of Civil Proceedings. Polish legislator makes it possible for a possessor to file claims against a property owner. In accordance with Polish law, 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.

We must emphasize that there is a negotiation process carried out with all the contractless users of the property, regarding the amount of compensation equal to the replacement value of the lost goods. If the Investor and the expropriated person reach an agreement on the amount of compensation, a written contract will be signed, specifying that amount as well as the deadline and method of payment. In addition, the terminated contracts with former lessees have been analysed for whether they entitle them to receive compensation for the lost right of lease and for the outlays incurred on the property under those lease contracts. As the former lessees are deemed to be project affected persons and are entitled to compensation, actions have been taken to reach an appropriate consensus regarding the compensation amounts. Specific grounds of eligibility of the former lessees who have voluntarily released the property are provided in chapter 7.4. 'Former lessees of plot No. 7/16'. The list of PAPs entitled to compensation, including the impacts and the types of compensation, is set out as Appendix 3 hereto.

6.3 Adopted mechanisms for acquiring rights to real properties[11]

The LARPF identifies a number of inconsistencies between OP 4.12 and Polish law:

OP 4.12	Polish laws	Corrective instruments
The lack of title to the ground should not bar compensation. Persons not holding a title receive compensation.	The Polish legal system does not provide for the right to compensation of land owners/possessors who do not have a title to it (except for persons whose certificate of title to the property has been lost or who have acquired the right to the property by acquisitive prescription, that is by uninterrupted possession of the property for the period defined in the CC).	For person not holding a title to the property affected by the Task, each such case should be, however, analysed on an individual basis for whether it is allowed to use the general mechanisms provided for in the Civil Code to reach the objectives of OP 4.12. According to OP 4.12, the project affected persons who do not hold a title to the property are not entitled to receive monetary compensation for that property. However, they 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.
The policy of the WB requires compensation for the loss of income[12] (e.g. from business activity, agricultural activity, etc.) in connection with the acquisition of the real property	Polish legal provisions do not provide for compensation for income lost due to the implementation of investment project.	Persons who have lost their income or employment will receive support (health insurance, vocational training, etc.) from employment offices. For entrepreneurs, it is possible to apply the general mechanisms set forth in the Civil Code (compensation for actual damage and lost profits).
Particular attention should be paid to the needs of vulnerable groups, especially the poor, the	Polish law does not require planning of particular measures to provide additional support to	The persons to be expropriated will be given all assistance in obtaining the support provided to citizens by authorities and institutions. Additional

[11] The contents of this chapter are in line with the LA&RPF
[12] In the conditions of the Polish economy, understood as revenues

elderly, single mothers, children and ethnic minorities.	vulnerable groups (the elderly, the disabled, the poor and others who may have special needs).	actions will also be taken to ensure attainment of the objectives defined in OP 4.12.
The WB policy requires additional compensation for expenses incurred by the PAPs due to their physical relocation (e.g. transport of materials) as well as assistance in the resettlement.	There is no assistance provided for citizens and enterprises to cover their removal expenses and other similar costs of involuntary relocation to a new place.	In order to cover the removal expenses and other similar costs, it is possible to apply the general mechanisms set forth in the Civil Code to attain the objectives defined in OP 4.12.
The compensation should be paid before the actual taking of the land for the purposes of the investment project.	The Flood Act allows for a seizure of land and commencement of works before compensation is paid. Other cases are governed by provisions the CC and CL, which do not impose such a condition.	In any case, works may be started only upon confirmation that the PAP has been notified in advance of the commencement of works, that the remuneration has been paid and that the consent for entering the land has been granted. An exception is where appeal proceedings have been instituted as a result of unsuccessful negotiation, absence of owners or impossibility to identify them. To minimise the risk of commencing the works before compensating for losses, the seizures of properties should be planned and carried out in advance, before the works begin.
Compensation for the loss of goods is based on their market value increased by any transaction costs (such as taxes or charges), and should be sufficient to effectively reinstate the lost goods (replacement value).	Standard valuation methods may cause the property value to be understated relative to the prices for similar properties existing on local market.	The valuation will be commissioned to an independent and experienced appraiser. The opinion by the licensed property appraiser should be verified by the PIU. The expropriated party should be given an appropriate time limit to read the extract from the appraisal report prepared by the appraiser. In the event of doubt as to whether the due compensation amount is sufficient, the property may be valued by an independent property appraiser at the request of the expropriated person. In any case, the appraisal must specify the replacement value.
It is required to prepare a socioeconomic study, prepare a RAP, monitor the compensating measures, resettlements and measures aimed to reinstate the quality of life, and measure the effectiveness of all the said measures.	Polish legal regulations do not impose the obligation to prepare the socioeconomic study or to prepare the RAP as such. It is also not mandatory to monitor and evaluate the implementation of those measures.	Socioeconomic studies and RAPs are prepared according to the LARPF, OP 4.12 and good practices.

6.4 Valuation principles[13]

The owner or perpetual usufructuary of land or a part of land necessary to carry out the Contract is entitled to compensation for the transfer of ownership of the property to the State Treasury or a local government entity.

In all cases, the compensation must be equal to the replacement value, which means the amount necessary to replace the assets, excluding their depreciation due to age, condition or any other factor. This is usually based on the market value of the property and related goods (such as plantings or other elements) plus any transaction costs required to replace it, such as taxes or fees. Compensation is determined on the basis of a valuation by a licensed property appraiser or a team of property appraisers (e.g. including an agricultural property appraiser), as required.

According to OP 4.12, with regard to real property and structures, 'replacement value' is defined as follows:

a) for agricultural land, it is the pre-Project or pre-displacement (whichever is higher) market value of land of equal productive potential or use, located in the vicinity of the land affected by the Task, plus the cost of preparing the land for the functions similar to those of the taken land, plus transaction costs;

b) for land in urban areas, it is the pre-displacement market value of land of equal size and use, with similar or improved public infrastructure facilities and services and located in the vicinity of the taken land, plus transaction costs;

c) for houses and structures, it is the market value of the materials to be installed in new houses or structures replacing the affected houses and structures, at a quantity and quality similar to or better than those installed in the houses and structures expropriated or partially affected, plus the cost of transport of materials to the construction site, remuneration for construction workers, transaction costs, and taxes and fees related to the construction of new structures.

In determining the replacement value or the depreciation of assets and values of survived materials are not taken into account, nor is the value of benefits to be derived from the Project, deducted from the valuation of assets affected by the Project. Where Polish laws do not impose the obligation to pay compensation amounting to the replacement value, the compensation provided according to Polish laws is supplemented by additional measures so as to meet the replacement value standard, such as support in the transition period after resettlement, being a reasonable time necessary to reinstate the standards of living (including livelihood), etc. Compensation is paid in the amount agreed between PGW WP RZGW and the current owner, perpetual usufructuary, person holding a limited proprietary right in the property or person using a property given by the State Treasury. In any case, the compensation should be equal to at least the replacement value of the property or lost goods.

The amount of compensation is based on a valuation made by a professional property appraiser.

NOTE: The valuation methods are defined by a regulation, that is the Regulation of the Council of Ministers of 21 September 2004 on the appraisal of properties and preparing appraisal reports, which contains details on such matters as the methods and techniques of estimating the compensation value.

6.4.1 Real property valuation [14]

The amount of compensation is determined on the basis of the market value of the real property. In determining the market value of the property, the following factors in particular are taken into consideration: its type, location, use and zoning, existing technical infrastructure, overall condition and

[13]The contents of this chapter are in line with the LA&RPF

[14] The contents of this chapter are in line with the LARPF

current market prices. The market value is based on the current use of the property, unless its zoning according to the purpose of the investment project increases its value. If the data from the local or regional real property market allow the appraiser to ascertain the market value of the property, the appraiser should determine the value using one of the market approaches: sales comparison approach, income approach or combined approach. Should the zoning according to the purpose of expropriation increase the property value, then its value for compensation purposes is ascertained according to the alternative use resulting from the new zoning. If the data from the local or regional real property market are insufficient to ascertain the market value of the property, the appraiser should determine its replacement value using the cost approach.

As the property is acquired by way of a voluntary civil-law contract, for the task in question the property appraisal will not be prepared to ascertain the due amount of compensation. The appraisal will be carried out only for transaction purposes and to obtain consents by competent authorities.

This RAP does not provide for payment of compensation to the current property owner.

6.4.2 Valuation of movable assets[15]

Movable assets will be compensated for in cases where:

a) they are unsuitable for use in the new location; and/or

b) the project affected persons will no longer use them as a result of the resettlement (e.g. moving from a rural to an urban dwelling).

The appraiser values movable assets (such as machines or appliances) on the basis of the following data: brand, model, type, year of manufacture, manufacturer, place and date of manufacture, as well as other data necessary to identify the movable asset. The book value of such movable assets may increase or decrease during the valuation. The causes of the decrease may be in particular technical (wear and tear), functional (modifications in material or design) or economic (lack of particular material or workforce, changes in legal provisions, decreased demand). When valuing the property, the appraiser uses the cost or sales comparison approach.

To determine the value of civil structures being property separated from the land, it is possible to apply the cost approach, replacement value approach and index method technique. The cost approach consists in determining the value of property assuming that it is equal to the cost of its replacement (substitution).

The value of land components is assumed as the amount equal to the cost of their replacement or substitution.

The essence of the cost approach is an assumption that the purchaser will not be ready to pay for the property more than the cost of its erection using the same technology, for the same purpose and in the same location. In consequence of this approach, we may distinguish two types of cost:

- replacement cost,
- substitution cost.

To apply the replacement cost method, we need to have technical information on the civil structures to be valued and on the prices of materials and construction works. Replacement cost is defined as the cost of building a structure identical to the structure to be valued (exact copy). In determining the value, the property appraiser takes into account the same design, equipment and quality of construction works, and the costing should include all defects, deficiencies, unnecessary items of equipment or structure or materials that are falling out of use. The replacement cost also includes the cost of building associated facilities closely related with the valued structure, the cost of preparing and clearing the site, the cost of preparing design documentation and the cost of construction supervision.

[15] The contents of this chapter are in line with the LARPF

Therefore, when determining the replacement cost, it is necessary to specify the cost of building its replica as at the date of valuation. The prices of materials most similar to those used should be applied only if the materials used to build the structure are no longer available on the market.

6.4.3 Valuation of plants and crops[16]

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 assets[17]

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 valuating 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 law,
- form of payment,
- type and amount of other benefits,
- method and dates of payment of rent and other benefits,
- the 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.

7. ELIGIBILITY CRITERIA AND CATALOGUE OF ELIGIBLE PERSONS [18]

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);

[16] The contents of this chapter are in line with the LARPF

[17] The contents of this chapter are in line with the LARPF

[18] The contents of this chapter are in line with the LARPF

(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,
- PAPs being lessees, tenants, life annuitants or other dependent possessors of a real property on the Project site shall receive full compensation for the loss of these rights,
- PAPs being possessors of limited property rights in real property shall receive full compensation for the loss of these rights,
- the owners of crops, plants, structures and other constructions attached to the land shall receive compensation for such 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 revenue, pay or ability to carry out business activity due to the Project 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 No. 1B.3/1, titled 'Construction of mooring base for icebreakers', the following groups of people have been identified and made eligible for compensation for task-related 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. The said components will be valued in appraisal reports to 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.
- Vulnerable groups as part of compensation will receive a package of protective measures specially adjusted 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.

When preparing to implement the Task, we did not identify any case of unsettled legal status of real property.

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 Appendix 3. 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 matrix[19]

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)	· monetary compensation at the replacement value for lost assets, · relocation or reconstruction of lost assets.
	Users (if identified)	· monetary compensation at the replacement value for lost assets, · relocation or reconstruction of lost assets.
	Illegal possessors of buildings and structures	· monetary compensation at the replacement value for lost assets, · relocation or reconstruction of lost assets.
	Lessees and tenants of buildings and structures	· monetary compensation at the replacement value for lost assets, · relocation or reconstruction of lost assets.
	Vulnerable groups	· 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), · coverage for all costs of resettlement, · institutional and support for the displaced persons
Loss of plants	Owners, owner-like possessors of properties (if identified)	· monetary compensation, including the costs of arranging and maintaining the plants, and lost benefits, · allowing the collection of crops
	Users (if identified)	· monetary compensation, including the costs of arranging and maintaining the plants, and lost benefits, · allowing the collection of crops
	Lessees, tenants	· monetary compensation, including the costs of arranging and maintaining the plants, and lost benefits, · allowing the collection of crops
	Illegal possessors	· allowing the collection of crops
Loss of trees	Owners, owner-like possessors of properties (if identified)	· 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)	· monetary compensation including, if necessary, the costs of arranging and maintaining the tree stand as well as the lost trees and benefits
	Lessees, tenants	· monetary compensation including, if necessary, the costs of arranging and maintaining the tree stand as well as the lost trees and benefits
	Illegal possessors	· allowing for the cutting of tree and the collection of 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*.

[19] The contents of this chapter are in line with the LA&RPF

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, of 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 b 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.

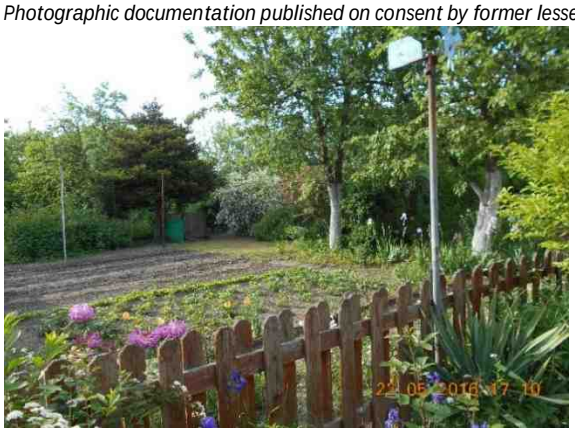
Based on the lease contract documentation, we have established that most contracts were concluded in the 1980s. At the moment when the owner submitted the termination notice, most of the allotments arranged on parts of the property which presently forms plot No. 7/16 were fully developed. There were 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.

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.

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



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.[20] 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

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

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.

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.[21]

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 <u>other activities</u> (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.[22]

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

[21] See: *Involuntary Resettlement Sourcebook, Planning and Implementation in Development Projects, The World Bank 2004, Chapt 1, pg 8*
[22] *World Bank Involuntary Resettlement Policy, OP/BP 4.12, para. 4*

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 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 Management Authority 'Wody Polskie' – 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 Matrix[23]

Impacts/losses	PAP	Compensation
Permanent loss of property	Lessees and tenants of buildings and structures	· monetary compensation at the replacement value for lost assets, · relocation or reconstruction of lost assets.
Non-residential buildings and structures (utility buildings, fences, service infrastructure, etc.)	Lessees and tenants of buildings and structures	· monetary compensation at the replacement value for lost assets, · relocation or reconstruction of lost assets.
Loss of plants	Lessees, tenants	· monetary compensation, including the costs of arranging and maintaining the plants, and lost benefits, · allowing the collection of crops
Loss of trees	Lessees, tenants	· 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

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 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
Voivode of West Pomeranian	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 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

[23] The contents of this chapter are in line with the LA&RPF

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/
- PGW WP RZGW 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, ul. Teofila Firlika 19, 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	
PLANNED	IMPLEMENTED
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, 70-001 Szczecin
- Project Implementation Office, ul. Teofila Firlika 19, 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/
- PGW WP RZGW 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 RAP will also be available to the parties interested on the website of PIU and PCU.

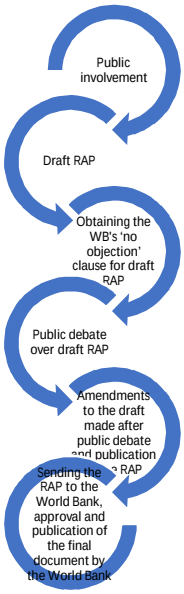


Diagram 1. Public involvement in RAP preparation

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, precinct 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, precinct 4112 Dąbie) is occupied by four contractless 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.

No	PAP category	Plot number	Direct/indirect impact	Additional information - PAP	Held lease contracts	Major/minor impact	Favourable / adverse impacts
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.	No lease contracts	Significant	Possible adverse psychological impacts / Favourable impacts due to improved

				Occupied property area used for residential purposes - physical relocation of a household			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, plantings, and property improvements.	Lease contract concluded in 1987 and re-conclusion of the lease contract in 2008.	Minor	Favourable
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, precinct 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 contractless users, the principles and conditions set forth in Operational Policy OP 4.12 must be applied both to the contractless 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. INSTITUTIONAL STRUCTURE AND IMPLEMENTATION TEAM

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

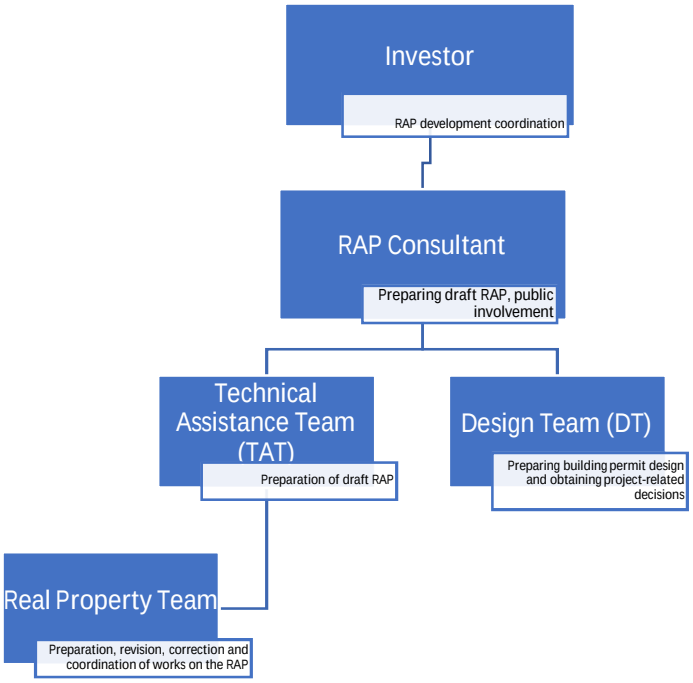


Diagram 2. Institutional structure of RAP implementation

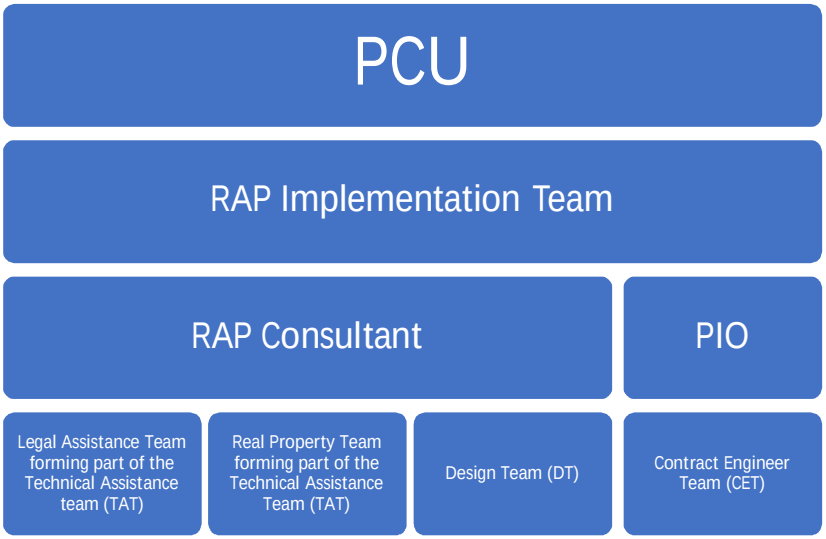


Diagram 3. Institutional structure of RAP implementation, presenting the PCU position

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 RAP development team are as follows:

1. PGW WP RZGW – RAP development coordination:
    a. supervising the preparation of draft and final RAP,
    b. ensuring the flow of information between RAP Consultant and PCU,
    c. procuring introduction of the amendments found necessary during RAP preparation,
    d. supervising the public consultation,
    e. monitoring the RAP preparation process.

1. Consultant – preparation of draft 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 RAP,

h. conducting public consultation,

i. preparing the final RAP.

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

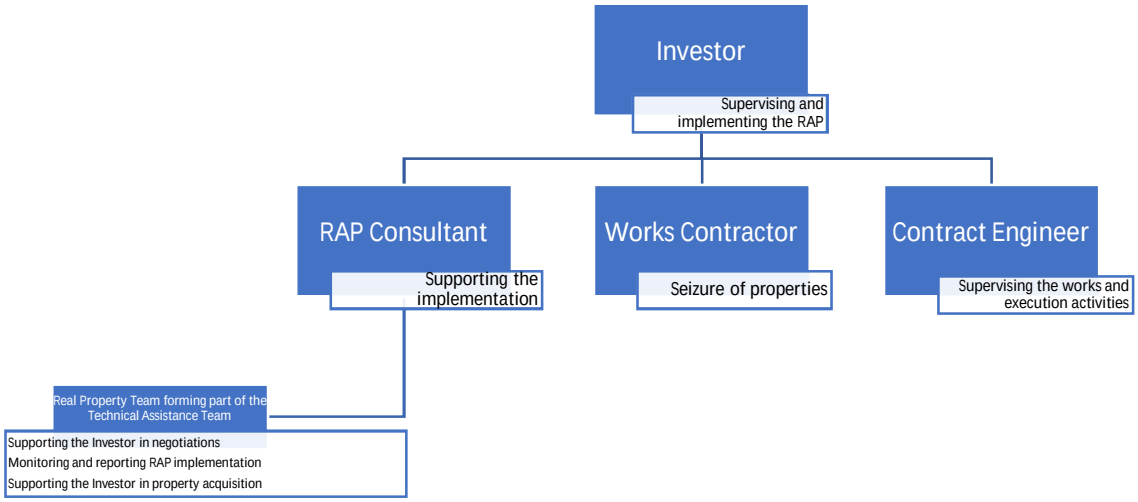


Diagram 4. Institutional structure of RAP implementation during Contract execution

Competencies of the RAP implementation team are as follows:

1. PGW WP RZGW

a. supervising RAP implementation,

b. concluding compensation payment agreements based on negotiations,

c. payment of compensation,

d. ensuring the flow of information between 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 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 seizure.

3. Contractor
   a. acquiring properties for temporary seizure,
   b. paying compensations for the properties acquired for temporary seizure,
   c. carrying out works on the properties taken permanently,
   d. restoring original condition of the properties acquired for temporary seizure.

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

11. MECHANISMS FOR MANAGING COMPLAINTS AND REQUESTS

This 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 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.

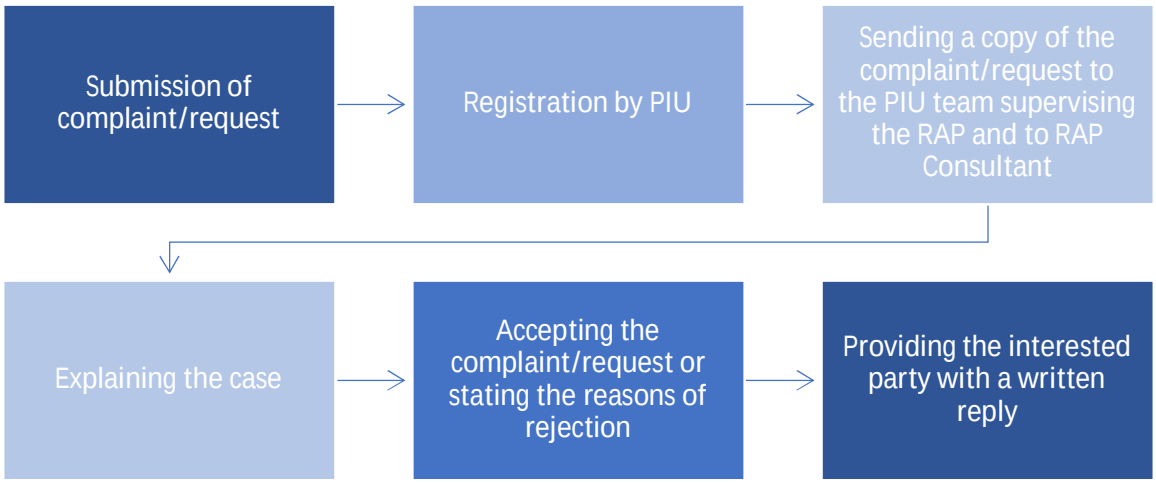


Diagram 5. General mechanism for managing complaints and requests.

11.2 Special mechanisms for managing complaints and requests

Task 1B.3/1 titled '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 Voivode of West Pomeranian, and consequently the mechanism for managing complaints at the IPIP stage will not be applicable.

However, this does not mean that the parties interested will not have the possibility to lodge complaints or 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 authority
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 voivode. The authority of higher instance relative to the starost (mayor of a city with district rights)

is the voivode, and if the voivode is the authority of first instance, then the Chief Construction Supervision Inspector.

Parties to the proceedings

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. Of course, the appeal must be lodged through the authority of 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) it has been given order of immediate enforceability,
2) it is immediately enforceable by operation of law,
3) it is consistent with the demands of all parties (so also where the investor is the only party).

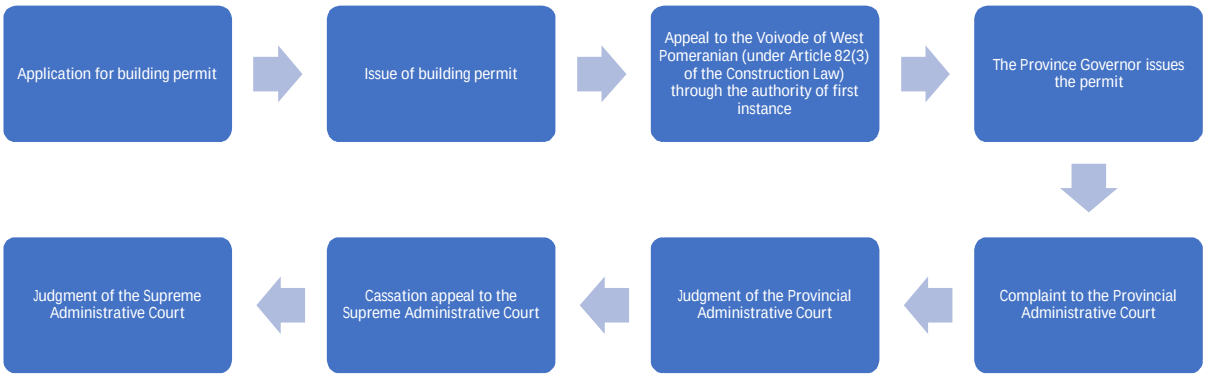


Diagram 6. Mechanism for managing complaints at the stage of obtaining the building permit

11.2.2 Procedure concerning the determination of the compensation amount

As mentioned above, the investment project will not be implemented based on the Investment Project Implementation Permit (IPIP) issued by the voivode, 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.

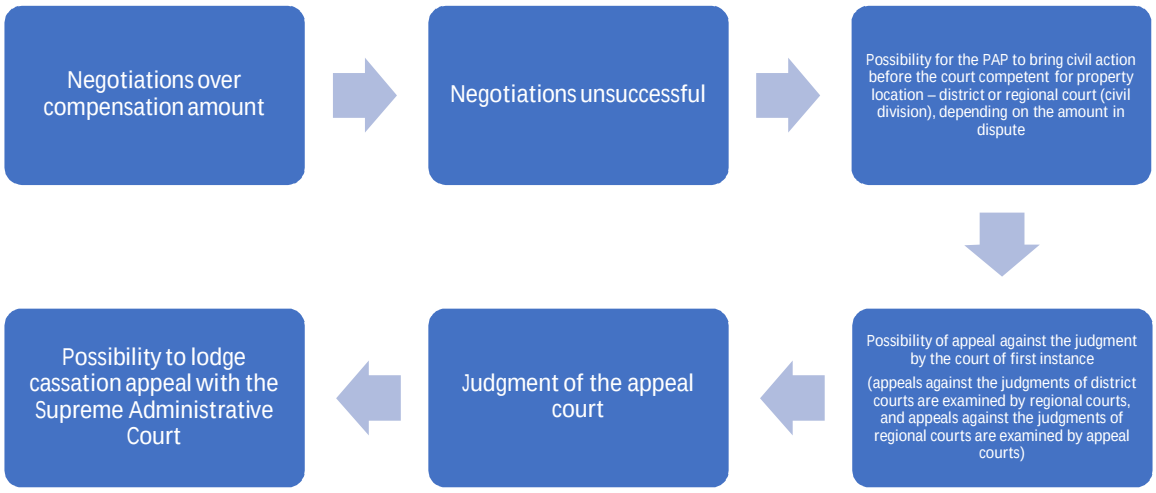


Diagram 7. Mechanism for managing complaints at the stage of setting the form and amount of compensation

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 the submission of 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 Authority 'Wody Polskie'
   Regional Water Management Authority 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 examination of complaints and requests

Time limits for considering complaints and requests:
written confirmation of receipt: 7 days from delivery;
proposed solutions:

- 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 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 Appendix 4.

12.3 Persons responsible for examination of 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 Management Authority 'Wody Polskie' – 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 ('fight 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 Warsaw
tel. 22 531 03 00 fax. 22 531 03 01
Office hours: 8.00 a.m. – 4.00 p.m.
Helpline: 606-950-000 available on business days from 10.00 a.m. to 1.00 p.m.

Period for which the personal data will be stored
Personal data will be stored until the date of prescription of PAP's claims for damages.

14. MONITORING AND ASSESSMENT

The monitoring of 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 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 scheme of 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 RAP implementation

An essential role for monitoring the 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 monitor the following parameters:
a) the number of properties to be expropriated and already expropriated,
b) the number of people requiring resettlement and already resettled,
c) the number of properties to be temporarily seized (planned and reached),
d) the amount of all expenses on the resettlement process (planned and reached),
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 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 once per quarter.

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.

Indicator	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 cadaster, 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 reached			
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 parameters			
Number of complaints	Investor's/Consultant's Records	Monthly/Quarterly	Quantity (pcs.)
Number of complaints considered	Investor's/Consultant's Records	Monthly/Quarterly	Quantity (pcs.)
Compensations paid, other	Investor's financial records	Monthly/Quarterly	PLN

The results of the monitoring shall 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 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 costs	No data	No data
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 Wody Polskie 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 PGW WP RZGW 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. RAP IMPLEMENTATION SCHEDULE

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

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

RAP Implementation			
Steps	Activity	Responsibility	Verification of activities

1	Setting a detailed schedule of RAP implementation	Consultant – Consultant Engineer's Real Property Team	PGW WP RZGW – RAP Monitoring & Implementation Team
2	Submitting the application for building permit	PIO, PGW WP RZGW	PGW WP RZGW – RAP Monitoring & Implementation Team
3	Obtaining the building permit	PIO, PGW WP RZGW	PGW WP RZGW – 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	PGW WP RZGW – 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	PGW WP RZGW – 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	PGW WP RZGW – RAP Monitoring & Implementation Team
7	If the negotiations are unsuccessful, notifying the PAP of the option to bring action to a common court for setting the amount of compensation	Consultant – Consultant Engineer's Real Property Team	PGW WP RZGW – RAP Monitoring & Implementation Team
8	Payment of compensation or providing substitute properties, launching other compensation and protection measures provided for in the RAP	PIO, PGW WP RZGW	PGW WP RZGW – 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	PGW WP RZGW – RAP Monitoring & Implementation Team
10	Evaluating RAP implementation	Consultant – Consultant Engineer's Real Property Team	PGW WP RZGW – RAP Monitoring & Implementation Team

RECURRING TASKS			
Steps	Activity	Responsibility	
1	Continuous internal monitoring of RAP implementation	Consultant – Consultant Engineer's Real Property Team	PGW WP RZGW – RAP Monitoring & Implementation Team
2	Reporting to the World Bank	PGW WP RZGW – RAP Monitoring & Implementation Team	PCU
3	Continuous coordination with state and local government authorities	PGW WP RZGW – RAP Monitoring & Implementation Team	PCU
4	Continuous communication with PAPs	Consultant – Consultant Engineer's Real Property Team	PGW WP RZGW – RAP Monitoring & Implementation Team

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

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

Ref. number	
First name and surname *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*	Complainant's first name_____ Complainant's surname_____ I would like to file the complaint on an anonymous basis _____ I demand that my personal data not be disclosed without my consent
Contact details *Please indicate the method you should be contacted (e-mail, telephone, regular mail)*	Regular mail (please provide your correspondence address) _____ Telephone:_____ E-mail:_____
Preferred language of communication	Polish - German - English - Other (please specify) .....
Description of the subject matter Subject-matter of the case/complaint, including the time of occurrence, location concerned by the case/complaint, persons involved in the case and the effects of the event	
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)
What actions would solve the issue in our opinion?	
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 (included in Section 17 of RAP)
5. Appendix 5 – Report from the Open Meeting