

LAND ACQUISITION AND RESETTLEMENT ACTION PLAN

ODRA-VISTULA FLOOD MANAGEMENT PROJECT

Component 3: Flood Protection of the Upper Vistula
Subcomponent 3A: Protection of Upper Vistula Towns and Cracow

Contract 3A.1: Construction of Vistula embankments in Cracow

FINAL VERSION

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ODRA-VISTULA FLOOD MANAGEMENT PROJECT

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LAND ACQUISITION AND RESETTLEMENT ACTION PLAN

Component: *3 – Flood Protection of the Upper Vistula*
Subcomponent: *3A – Protection of Upper Vistula Towns and Cracow*
Contract: *3A.1 – Construction of Vistula embankments in Cracow,*
Works Contract: *3A.1/1 – Construction of Vistula embankments in Cracow - Section 1, Section 2*
3A.1/2 – Construction of Vistula embankments in Cracow - Section 3

Project Implementation Unit:

State Water Holding Polish Waters

Regional Water Management Authority in Cracow

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1 Summary

This document presents the Land Acquisition and Resettlement Action Plan (LA&RAP) for Contract 3A.1 Construction of Vistula embankments in Cracow implemented as part of the Odra-Vistula Flood Protection Project (OVFMP) co-financed by the International Bank for Reconstruction and Development (World Bank) (Loan Agreement of September 10, 2015), Council of Europe Development Bank (Framework Loan Agreement of May 24, 2016), and the State Budget. The Contract is comprised of two Works Contracts/Tasks:

- *Works Contract 3A.1/1 – Construction of Vistula embankments in Cracow – Section 1, Section 2*
- *Works Contract 3A.1/2 – Construction of Vistula embankments in Cracow – Section 3*

which can be carried out independently.

This LA&RAP was prepared before the Client obtained a legal title to the properties. The currently planned scope of acquisition of the properties and of restriction in using the properties resulting from the planned construction works are presented in the table below:

	Total no. hectares	Total no. plots	Public plots	%	Private plots	%	Legal status unresolved	%	Physical resettlement	Economic resettlements
Permanent acquisition	47.2427	828	189	22.8	505	61.0	134	16.2	0	0
Permanent restriction in use	4.4445	68	64	94.1	2	2.9	2	2.9	0	0
Performance of construction works based on usage rights to the property for construction purposes	2.7515	24	18	75.0	6	25.0	0	0	0	0
Obligation to redevelop the existing land utilities	2.2622	108	54	50.0	49	45.4	5	4.6	0	0
Total	56.7009	1028	325	31.6	562	54.7	141	13.7	0	0

The area of performance of the works is 56.7009 ha, covering 1028 properties. After the final IPIP decision has been obtained:

- the permanent acquisition will cover 828 properties (these properties will become acquires by the State Treasury by law and the compensation will be paid by the Investor in accordance with the procedure described in point 8.2.1),

- the permanent restriction will cover 68 properties (in the case of these properties, their use will be limited due to the change of land development or utilities; ownership of such property is not acquired to the State Treasury, and compensation will be paid on the terms described in point 9.2),
- 24 properties will be used for construction works on the basis of the right to use the properties for construction purposes¹ (in the case of these properties, the Investor has written voluntary permission from the owners to occupy them and they are free of charge), and
- temporary restrictions in use will be established on 108 properties due to the necessity to reconstruct the existing land utilities (colliding with the sections of the embankments planned to be expanded); compensation for temporary restrictions in use will be paid on the terms described in point 9.2.

Among the 1028 properties mentioned above, 562 are owned by private persons, 325 properties are public properties of which 157 are in the State Treasury's inventory, and 168 are in the resources of Local Authorities. The legal status of 141 plots is unresolved (mainly related to unregulated ownership after the death of the rightful owners of these plots).

The scheduled Contract covers expansion of existing embankments (19.800 km), consisting of increasing the height and widening of the embankments and changing the location of the existing embankment and construction of a new section with the length of 0.476 km.

For the needs of the Contract, small areas of plots will be acquired. For majority of private plots to be acquired for the State Treasury (total of 505 plots), the area of permanent acquisition ranges from 1 to 10 ares (454 plots). 37 plots are in the range of 10-20 ares, and only 14 plots constitute permanent occupation exceeding the area of 20 ares.

The acquired properties were not used for agriculture and the acquisition has negligible or no impact on the revenue of analysed households.

In the immediate vicinity of the Contract area there are developed land properties, but the implementation of the Contract will not result in disturbances in the daily functioning of these households.

In the case of Contract 3A.1, there are no physical and economic resettlements. The performance of the works has no impact on restricting access of owners of plots acquired by the State Treasury to service, cultural and historical structures and facilities. Among the PAPs entitled to compensation has been identified for development LA&RAP day: owners, perpetual users of the property, users and people / entities who have a limited real right to the property.

In case of the Contract implementation there is no significant impact on PAPs. In all of the cases it was identified that impact associated with implementation of the Contract shall be insignificant.

PAPs stated positive opinions on implementation of the Contract, which would increase flood safety in Cracow and in Brzegi.

The survey done proved that among the most of interviewees, and especially among those who are living close to the flood embankment, there is a huge interest and support for the soonest feasible implementation of the Contract. Representatives of surveyed households have many times informed that they are highly concerned about their assets in any case of raised water levels in the River Vistula. Except for one interviewee, it was clearly seen during the research that there is satisfaction with the planned Contract.

¹ The construction works to be performed within those properties (beyond the splitting lines for the Contract area) are not directly connected to flood protection; however, they are to improve functioning of private owners' households located in a direct vicinity of the Contract, as well as to minimize adverse effects of the Contract for those households.

Obtainment of consents from Owners / holders for the temporary acquisition of properties outside the area of work that results from IPIP (acquisition for the purpose of site facilities, equipment base, and storage of soil and other construction materials) shall be on the Contractor's side. The scope and final locations of temporary acquisition are currently unknown, and they shall be determined by the Contractor selected during the bidding process. The Contractor, while negotiating conditions for the temporary acquisition of the properties, shall observe the rule of voluntariness.

Temporary acquisition of properties, carried out by the Contractor, for the purposes of implementing the Contract outside the area of work that results from IPIP, is possible only with the written consent of the property owner and on the principles set out in the agreement granting such consent. The agreement template is included in Appendix no. 9.

Temporary restrictions shall be compensated in cash through payment of amounts corresponding with market prices of rental or lease of the properties.

All land acquisition activities, both permanent and temporary acquisition, will be implemented in accordance with the procedures set out in Polish law, Bank's operating policy OP 4.12 and LARPF.

2 List of abbreviations used in the study

ARMA	Agricultural Restructuring and Modernization Agency
AP	Affected Population
World Bank or WB	International Bank for Reconstruction and Development
PCU/OVFM PCU	Odra-Vistula Flood Management (OVFMP) Project Coordination Unit
CEB	Council of Europe Development Bank
ED	Decision on environmental conditions
EGiB	Register of land and buildings – a register containing data, which e.g. remain a basis for business planning, spatial planning, assessment of tax and benefits, marking of properties in a mortgage register, register of farms
GIS	Geographic Information System – a terrain information system consisting of a terrain database concerning a given area as well as procedures and techniques of systematic collection, updating and providing access to data.
CSO	Central Statistical Office of Poland
PIO	Project Implementation Office formed within the PIU, a separate organizational unit responsible for implementation of the Contract/Works Contracts
Investor/Client/PIU	PGW Polish Waters – Regional Water Management Authority in Cracow - Odra-Vistula Flood Management (OVFM) Project Implementation Unit
Engineer	See <i>Consultant</i>
Consultant	Company or legal person providing services for the Investor Technical Assistance Consultant for the OVFMP AECOM Polska Sp. z o.o.
Contract/Contract 3A.1/ Investment	Contract 3A.1 - Construction of Vistula embankments in Cracow comprising two Works Contracts 3A.1/1 and 3A.1/2
Works Contract 3A.1/1 / Task 3A.1/1	WORKS CONTRACT 3A.1/1 - Construction of Vistula embankments in Cracow – Section 1, Section 2
Works Contract 3A.1/2 / Task 3A.1/2	WORKS CONTRACT 3A.1/2 - Construction of Vistula embankments in Cracow – Section 3
CC	The Law of April 23, 1964 – Civil Code (consolidated text: Journal of Laws of 2019, item 1145 as amended)
CAP	The Law of June 14, 1960 – Code of Administrative Procedure (consolidated text: Journal of Laws of 2018, item 2096 as amended)
LARPF	<i>Land Acquisition and Resettlement Policy Framework</i>
MaxDL	Maximum damming level
LSDP	Local Spatial Development Plan
NBP	National Bank of Poland
NGO	<i>Nongovernmental Organization</i>
SAC	Supreme Administrative Court
OP 4.12	The symbol of a document containing the principles of conducting involuntary resettlement required for Contract co-financing with a World Bank loan: Operational Policy 4.12 – Involuntary Resettlement
EIA	Environmental Impact Assessment

PAP	Project Affected Person(s)
PGW WP RZGW in Cracow	State Water Holding Polish Waters Regional Water Management Authority in Cracow
IPIP	Investment project implementation permit in the scope of flood protection facilities
POM	Project Operations Manual
Project/OVFMP	Odra-Vistula Flood Management Project
LA&RAP	Land Acquisition and Resettlement Action Plan
RDP	Rural Development Program
Water Law	Act of July 20, 2017 – Water Law (consolidated text, OJ 2019 item no. 2268, as amended)
EMP	Environmental Management Plan
Valuer/expert	A natural person possessing state professional qualifications in the scope of real property valuation
RDOŚ	Regional Director for Environment Protection
FGA	Family Garden Allotments
Regulation on land register	Regulation of the Minister of Investment and Development of January 3, 2019 on publication of the uniformed Regulation of the Minister of Regional Development and Civil Engineering on the register of land and buildings (OJ of 2019, item 393 as amended)
Regulation on evaluation	Regulation of the Council of Ministers of September 21, 2004 on the evaluation of properties and on the development of an estimate (OJ of 2004 no. 207, item 2109, as amended)
Special Flood Act	The Law of July 8, 2010 on specific terms of preparing for implementation of projects in the scope of flood protection facilities (consolidated text: Journal of Laws of 2019, item 933)
PR	Permanent restriction of the manner of using a real property
EU	European Union
LMA	The Law of August 21, 1997 on the land management acquisition (consolidated text: Journal of Laws of 2018, item 2204, as amended)
RPM Law	The Law of August 21, 1997 on the real property management (consolidated text: Journal of Laws of 2018, item 2204 as amended)
AF	The Act of September 28, 1991 on forests (uniformed text Journal of Laws of 2018, item 2129 as amended)
FGA Law	The Act of December 13, 2013 on Family Garden Allotments (Journal of Laws of 2017, item 2176)
RAC	Regional Administrative Court
Contractor	Entity implementing the Contract for construction works
ZDMK	Road Management Authorities for the City of Cracow
CIRD	Decision on consent for implementation of a road development

3 Key definitions

This document uses the following key definitions:

Real property price – an amount negotiated with a real property owner and due to that owner for a given real property or its part based on the real property value determined by a qualified valuer. Property price compensation will be no less than cost to replace lost asset without depreciation of asset due to age, condition, or any other factor relating to asset.

Cut-off date - a date when an inventory of assets and a register of project affected persons were completed. Persons living in the area, where the Contract shall be implemented, do not have a right to compensation or any other form of support after the cut-off date. Similarly, the compensation shall not be paid for fixed assets (such as buildings, plants, fruit trees, and woodlots) after the completion date for the inventory or – alternatively – after the agreed date.

Economic relocation – loss of more than 20% of arable land in case the income of Project Affected Person (PAP) bases upon farming mainly.

Physical relocation – loss of living place or such commercial objects as shops or workshops, or objects necessary to generate income.

Groups requiring special assistance – people whose sex, belonging to an ethnic group, age, being physically or mentally handicapped, difficult financial situation or difficult social position makes them more exposed to negative effects of resettlement than other groups and who may have a limited possibility of submitting claims, receiving resettlement assistance or participating in the benefits related to the Contract.

Resettlement cost – the extent of compensation for lost goods/properties/expenses covering a replacement value of such goods/properties as well as the cost of resettlement itself as well as associated resettlement activities.

Social impact – in light of OP 4.12, social impact connected with expropriation is considered to be any direct loss – economic and social – resulting from expropriation of property or permanent restriction in the usage of or access to the property.

Land property, land – part of earth surface, which forms a separate property. Land is a type of property and an asset as given in the Civil Code. The land property shall be deemed as land with components, except for buildings and premises, if they form a separate property.

Substitute terms used in the LA&RAP: **land – property – plot – ground**, depending on the context the terms are applied in accordance with the following legal acts:

- CC - land, property;
- RPM Law – property, ground plot;
- Regulation on land register – land, register plot (short version applied in the LA&RAP: plot); and
- Operational Policy 4.12 – land.

Compensation – paid in cash or in the form of a replacement real property for the real properties and assets that were purchased or that the Contract affects. Under the Polish law in this scope, compensation may be paid from the moment when, as a rule, the expropriation decision becomes final and, in all cases, before real property acquisition and seizure for construction purposes.

OP 4.12 Involuntary Resettlement — an operational policy containing the main principles and procedures which constitute the basis for the IBRD to commence involuntary resettlement related to investment projects.

Project Affected Person (PAP) – every person who, as a result of Contract implementation, loses the right of ownership or other benefits related to the owned inhabited (residential, agricultural or breeding) infrastructure; annual or perennial yield and produce or other related or movable assets – in whole or in part, permanently or temporarily. PAPs may also include local community members, or other people, also impacted by Contract activities.

Natural person – legal term defining a person in the civil law from the moment of birth until death.

Legal person – the State Treasury and organizational units with a legal entity attributed by the particular provisions remain legal persons.

Income – any money received i.e. pensions, job salaries, etc., as well as property increment obtained under business actions or agricultural activities done at the property, including sales of such a property.

Involuntary resettlement – the resettlement is involuntary when it is conducted without the resettled person's/ persons' consent (against their will) or as a result of granting forced consent (without the possibility of raising an objection to resettlement), e.g. by expropriation.

Land Acquisition and Resettlement Policy Framework (LARPF) - a document approved by the World Bank, on the basis of which this Land Acquisition and Resettlement Action Plan is being developed. Based on the LARPF, a formal Contract framework for land acquisition was defined.

All land acquisition activities, both permanent acquisition and temporary acquisition, will be implemented in accordance with the procedures set out in Polish law, Bank's operating policy OP 4.12, and LARPF.

Commercial Law Company (Commercial Company) – legal form of cooperation between at least two entities of the civil law formed due to conclusion of a relevant agreement governed by provisions of the commercial law.

Value of expenses - amount negotiated with the party bearing expenses for the property, due to the user for expenses borne, or amount basing upon the value of expenses determined by a certified assessor.

Replacement value – Compensation for the loss of assets is based on their replacement / market value plus any transaction costs (e.g. taxes and registration fees) and the objective is for the compensation to be enough to effectively replace the affected asset (replacement value). Replacement value is an amount needed to replace lost assets without depreciation of asset for reasons of age, condition, or other factor.

Expropriation – consists in depriving a person/persons of their property right in the designated real property or limiting that right under an individual legal act.

Purchase/voluntary sale – a transaction of paid acquisition of the rights to the property from its owner / possessor for a mutually agreed price in a situation where such an owner has the right to refuse such a transaction (i.e. willing purchaser / willing seller). In the event of an expropriation, such a purchase is not deemed voluntary.

Property resources (according to RPM law) – public property resources were sanctioned by the legislator under Article 20 of the RPM Law. The resources were divided according to the ownership status. Properties of the State Treasury (Articles 21 and 21a of the RPM Law) and properties of individual types of local authorities' units – communities (Article 24 of the RPM Law), districts (Article 25 of the RPM Law), and province (Article 25 c of the RPM Law) were determined. Provisions under Article 20 of the RPM Law do not refer to the property resources of owners different than the ones listed above.

4 Introduction

The most urgent flood protection tasks within selected reaches of the Odra and Vistula River Basins were expected for implementation under the Odra-Vistula Flood Management Project.

3 Investment Components were considered under the Project, and they cover actions associated with improvement of flood protection in the area of the: Middle and Lower Odra River (Component 1), Kotlina Kłodzka – mountainous and highland parts of the Nysa Kłodzka catchment (Component 2), and Upper Vistula (Component 3).

Component 1 covers various actions implemented within an extensive section of Odra over a total length of about 440 km (so-called free-flow Odra).

All of the necessary works have been divided within that area into three Subcomponents:

- 1A – Flood protection of areas in Zachodniopomorskie Province,
- 1B – Protection of the Middle and Lower Odra,
- 1C – Flood Protection of Słubice City.

Component 2 of the Project shall be implemented within the Kotlina Kłodzka, which covers mountainous and highland sections of the Nysa Kłodzka River Basin. 2 Subcomponents shall be implemented under Component 2, i.e.:

- 2A – Active Protection (includes construction of four dry flood storage reservoirs),
- 2B – Passive Protection (includes flood protection for the areas located along four main rivers of Kotlina Kłodzka).

The objective of Component 3 – Flood Protection of the Upper Vistula – is implementation of measures to limit the hazard associated with flood risk within the selected areas under successive improvements to flood safety within the Upper Vistula River Basin.

Component 3 is divided into the following Subcomponents:

- Subcomponent 3A – Protection of Upper Vistula Towns and Cracow,
- Subcomponent 3B – Protection of Sandomierz and Tarnobrzeg,
- Subcomponent 3C – Passive and Active Protection in Raba Sub-basin,
- Subcomponent 3D – Passive and Active Protection in San Basin.

Two other Components shall be implemented under the Project, but they do not contain construction works associated with investment actions nor cause involuntary land acquisition, i.e.:

Component 4 Institutional Strengthening and Enhanced Forecasting,

Component 5 Project Management and Studies.

Land Acquisition and Resettlement Action Plan (LA&RAP) is presented in this paper for Contract 3A.1 - Construction of Vistula embankments in Cracow, implemented under Component 3 – Flood Protection of the Upper Vistula, Subcomponent 3A – Protection of Upper Vistula Towns and Cracow as one of the investment elements under the Odra-Vistula Flood Management Project (OVFMP).

The OVFMP Project is implemented with financial resources from international financial institutions, including the International Bank for Reconstruction and Development (World Bank) (loan agreement no. 8524 PL of September 10, 2015), the Council of Europe Development Bank (CEB) (loan framework agreement no. LD 1866 of May 24, 2016), as well as with support from the European Union Cohesion Funds (OPIE 2014-2020) and the State Budget.

The objective of the OVFMP Project is to protect people living within selected areas of the Odra River Basin and of the Upper Vistula River Basin against floods and to improve institutional ability of public administration to be more efficient in limiting the effects of floods. Flood management infrastructure shall be developed as a result of Project implementation, along with related technical measures within three separate areas of Poland: (i) Middle and Lower Odra River Basin; (ii) Kotlina Kłodzka (Nysa Kłodzka River Basin); and (iii) Upper Vistula River Basin.

In case of acquiring the properties, formal frames of the Project are determined in the Resettlement Policy Framework available at:

http://odrapcu.pl/doc/OVFMP/Resettlement_Policy_Framework.pdf

Hard copy of can be obtained through request or viewed at:

- Local PIO office located at: PGW WP RZGW in Cracow, 22 Marszałka Józefa Piłsudskiego Street, 31-109 Cracow
- PCU office located at: PCU OVFMP 9 Jaworowa Street, 53-123 Wrocław and 5 Morawskiego Street, 30-102 Cracow.
- Directly in the main Project Office, which would perform a function of a consultation spot: AECOM Polska Sp. z o.o., Odra-Vistula Flood Management Project Office, 1. Pokoju Alley, Building K1 – 4th floor, Cracow 31-548,

Additionally, as the OVFMP is co-funded by the World Bank, it is necessary to develop Land Acquisition and Resettlement Action Plan for this Contract and obtain for this document the World Bank's "no objection", in accordance with operational policy OP 4.12.

The area of performance is 56.7009 ha, covering 1028 properties. After the final IPIP decision has been obtained, the permanent acquisition will cover 828 properties, the permanent restriction will cover 68 properties, 24 properties will be used for construction works on the basis of the right to use the properties for construction purposes, and in case of 108 properties an obligation to redevelop the existing land utilities will be established.

Among the 1028 properties mentioned above, 562 are owned by private persons, 325 properties are public properties of which 157 are in the State Treasury's inventory, and 168 are in the resources of Local Authorities. The legal status of 141 plots is unresolved.

As of the day of developing this document, the construction design was developed and maps with land splitting designs were prepared. This data is a basis for identification of the permanent acquisition scope, use restriction for the properties, and Project Affected Persons.

The aim of this LA&RAP is to document that the process of obtaining land for the purpose of Contract execution will take place in accordance with the requirements set forth under OP 4.12.

4.1 DESCRIPTION OF THE CONTRACT

The Contract under this LA&RAP shall be implemented under the Odra-Vistula Flood Management Project as Contract 3A.1 - Construction of Vistula embankments in Cracow.

The Contract is comprised of two Works Contracts/Tasks:

- 3A.1/1 – Construction of Vistula embankments in Cracow Section 1, Section 2;
- 3A.1/2 – Construction of Vistula embankments in Cracow Section 3.

Three separate IPIP decisions are planned to be obtained for all the works, for the said Contract.

The planned works contain the extension of existing embankments (19.800 km), including raising and widening of the embankment body within three sections:

- Section 1 – The left embankment of the River Vistula from the Wandy Bridge to the Przewóz barrage with backwater embankments of the River Dłubnia;
- Section 2 – The left embankment of the River Vistula from the Przewóz barrage to Suchy Jar;
- Section 3 – The right embankment of the River Vistula from the Dąbie barrage to the Przewóz barrage.

Furthermore, within the framework of Section 1 (left bank of the River Vistula from the Wandy Bridge to the Przewóz Barrage) it is planned to modify the location of the existing embankment and to develop a new section of backwater embankment on the left bank of the River Dłubnia over a length of 0.476 km.

Total length of sections to be extended and to be developed is 20.276 km.

The supreme purpose of the Contract is to protect human lives and assets against the effects of floods within the City of Cracow – districts of Podgórze and Nowa Huta, and at localities of Brzegi, Wieliczka Commune, as the Contract is an addition to the works performed in previous years for the expansion of Vistula embankments and Dłubnia embankments, and it would allow for the complex flood protection for that area. Additionally, the current technical condition of the embankments does not meet parameters required for Class I hydraulic structures, e.g. due to insufficient density, height, and width of the embankment.

The designed extension of the embankments is also related to the construction of service roads and to the extension of embankment crossings, which – in case of a flood threat – would assure the access to the embankments for emergency services, and would facilitate the emergency actions and also assure the access to the moto-pumps allowing for emergency pumping.

The embankments to be expanded currently protect the area of the city of 29.1 km², which is inhabited by 51 000 citizens at Podgórze and Nowa Huta.

Leaving that section of embankments without expansion poses a threat to residential areas, as well as to significant industrial plants and services providers important for the city, e.g.:

- Some technological facilities of Sendzimira Steelmill (now ArcelorMittal Poland branch in Kraków),
- Waste treatment plant of Kujawy and Płaszów,
- Thermal Waste Treatment Plant,
- Thermal-electric power station in Łęg (PGE Kraków),
- Industrial plants and service providers located at the following streets: Lipska, Jana Sarzyckiego, Rybitwy, and Christo Botewa.

When sections of the embankments modernized previously protected housing estates and the historic center of Cracow mainly, then the expansion of embankment sections planned under this Works Contract also protects crucial objects for the city, which affect operations within the entire city.

Actions requiring acquisition of land

Within the framework of the Contract, existing embankments will be expanded and a new section of embankments will be built. Embankment shelves shall be developed beyond the embankment and within the embanked area (mostly passable), service roads shall be constructed beyond the embankment and within the embanked area. It is also expected to construct entry roads, descend roads, and to extend the embankment crossings, and to develop and expand embankment culverts and maneuvering sites on the embankment crest. Roads on the embankment crest, crossings and embankment descend road, as well as technological roads on embankment shelves shall be hardened with breakstone or with asphalt. In the area of culverts slope stairs shall be constructed, and amelioration ditches shall be redeveloped. Demolition works shall be done to the following: existing descend road to the embanked area, existing embankment culvert, existing slope stairs. Anti-filtration membrane shall be developed in the embankment's subbase, and - sectionally - in the embankment crest. The embankment body shall be protected through sealing with bentomat. Earthworks shall also be done locally, including grading of the land on the embanked area's side, and locally – beyond the embankment.

Furthermore, the aforementioned contract expects to redevelop, protect or liquidate the related accompanying infrastructure, i.e. power, gas, IT, water-supply, and sewerage networks.

The development of left backwater embankment at the Dłubnia River in the City of Cracow includes the construction of backwater embankment, including necessary redevelopment and development of accompanying facilities (i.e. an embankment lock at the existing amelioration ditch, including an intake

port for the pumping post for mobile pumps; maneuvering yard; traffic routes for provision of services for the embankments). There are collisions with the existing networks, i.e. power, gas, and sewerage networks, in the route of the new embankment, and they shall be protected or redeveloped.

The planned development of a new embankment section comprises modification of placement / re-location of the existing backwater embankment for the River Dłubnia, and its slight extension and connection to reach the existing high bank of the Dłubnia Valley. As a consequence, due to landform, development of the embankment does not require indication of properties, for which the use method would be permanently restricted.

If the planned section of the embankment is not implemented, flood waters flowing through the Vistula River will dam up the water of the Dłubnia River and cause the backwater effect, which will flood the area of the embankment. The planned section of the embankment eliminates this threat.

Activities that do not require acquisition of land

Activities that do not require acquisition of land include the following works (activities carried out among other on the basis of the right to performance of construction works based on usage rights to the property for construction purposes):

- construction of transition sections connecting extended descend roads and crossings with existing roads managed by Road Management Authorities for the City of Cracow,
- reconstruction and extension descend roads and crossings (including descend roads to private land),
- reconstruction, construction as well as safety measures for water, sewage and gas networks, electric and telecommunications networks,
- reconstruction and construction of culverts.

The Project Implementation Unit (PIU) for the Contract is PGW Polish Waters – Regional Water Management Authority in Cracow.

4.2 CONTRACT IMPLEMENTATION AREA

The planned Contract is located in Poland, in Małopolskie Province, within the area of the City of Cracow (Municipality of Cracow) and the village of Brzegi (Wieliczka Commune), District of Wieliczka.

TASK 3A.1/1

Section 1 – the left embankment of the Vistula River from the Wandy bridge to the Przewóz barrage including backwater embankments of the Dłubnia River

At chainage km 0+000 to 0+990 Longinusa Podbiپیety Street is located on an embankment crest. Over the entire length of that section, beyond the embankment, Mogilski Forest is located, and at chainage km 0+000 to 0+800 family garden allotments “Wisła w Krakowie” are situated. The FGAs are located beyond the splitting lines for the Contract area. Simultaneously, there is an asphalt road along the embankment, which turns north-east at chainage km 0+740; and there is a dirt road running further down the embankment, which leads to the pumping station at the embankment on the Łęg Stream. A section of embankment downstream of the estuary of Dłubnia starts at chainage km 1+142, and a dirt road runs along. In section from km 1+425 to 1+550 land on the landside slope of the embankment is overfilled and practically reaches the level of the existing embankment crest. At chainage 2+097 the embankment joins the right-bank embankments of the Przewóz port channel. Further on, on the left bank of the channel the embankment runs from the same chainage [km] (spot where it joins the left channel’s embankment). A dirt road runs on the embankment crest up to chainage km 2+300. The land in a reach from 2+300 to 2+500 rises on the landside; thus an embankment crest is not visible, and the dirt road turns and recedes from the embankment crest. It is a section running in vicinity of settling tanks for the waste treatment plant, top edges of which are located over the flood embankment crest. A dirt road runs on the embankment crest up to chainage km 3+030. The embankment to be redeveloped ends at chainage km 3+317, in the area of

housing estate at Popielnik Street and of an inlet to the upstream channel of the lock's outer-harbor at the Przewóz Barrage.

- **Right backwater embankment of the River Dłubnia**

At chainage km 0+710 - 1+255 of the embankment there is a sewer collector in the body. From chainage km 1+455 there are sports fields of KS Hutnik along the embankment. From chainage km 1+615 the landside slope of the embankment practically disappears – the area beyond the embankment is raised. From chainage km 1+750 the embankment disappears, and the existing land reaches the required elevation. At chainage km 1+830 the embankment section ends, and it joins a pedestrian artery along T. Ptaszyckiego Street.

- **Left backwater embankment of the River Dłubnia**

A dirt road runs from km 0+000 to km 0+380, along the landside slope's foot (from the crossing with L. Podbipięty Street). From km 0+385 to about 0+555 Giedroycia Street runs along the embankment, and Na Niwach Street runs up to chainage km 0+835. Further route of the embankment starts at chainage km 0+835, on the opposite bank of the Channel, from ArcelorMittal Poland Sp. z o.o. steelmill. Redevelopment of embankments for that channel is not considered under this Contract. An embankment lock and a pumping station – discharging water from the holding area limited with embankments of the Dłubnia River and of the Channel from the steelmill – are located at chainage km 0+843. From that place to chainage km 1+263 detached houses and corrals are located along the landside slope of the embankment.

A section of newly developed embankment shall be located at chainage km 1+577 – 2+140 of the River Dłubnia. The embankment with adjusted location will have the total length of 476 m. It initially forms – over a length of 214 m – a straight extension of the modernized embankment. Then, at the designed maneuvering yard, the embankment turns north-east and runs as a straight section over a length of 157m to a place, where it slightly bends and joins the high bank of the Dłubnia Valley (the embankment runs through a fenced plot of a natural person at Bardosa Street²). The designed embankment shall protect the premises located at Bardosa Street and neighboring arable fields.

At chainage km 1+136 to 1+612 the designed embankment shall run through arable fields and land undergoing ecological succession.

Section 2 – the left embankment of the Vistula River from the Przewóz barrage to Suchy Jar

According to the recorded data the embankment starts at the downstream station of the lock, but the embankments occurs just at chainage km 0+060. Up to chainage km 0+260, in the direct vicinity of the embankment, there is a housing estate, which ends at the embankment crossing. Further on, a dirt road runs up to chainage km 0+440 along the landside slope – artery of Popielnik Street, which subsequently recedes from the embankment. A dirt road runs along the embankment up to chainage 0+910, and its dead end is located within one of the cornfields. Simultaneously, the embankment crest within that section is used as a passage road up to chainage km 1+210 (passage from Łubinowa Street). There are traces of using the crest as a road on the further section reaching the end of the embankment at chainage km 2+875. The embankment is ended with a widening forming a U-turn yard at junction with embankments of Suchy Jar.

TASK 3A.1/2

Section 3 – the right embankment of the Vistula River from the Dąbie barrage to the Przewóz barrage

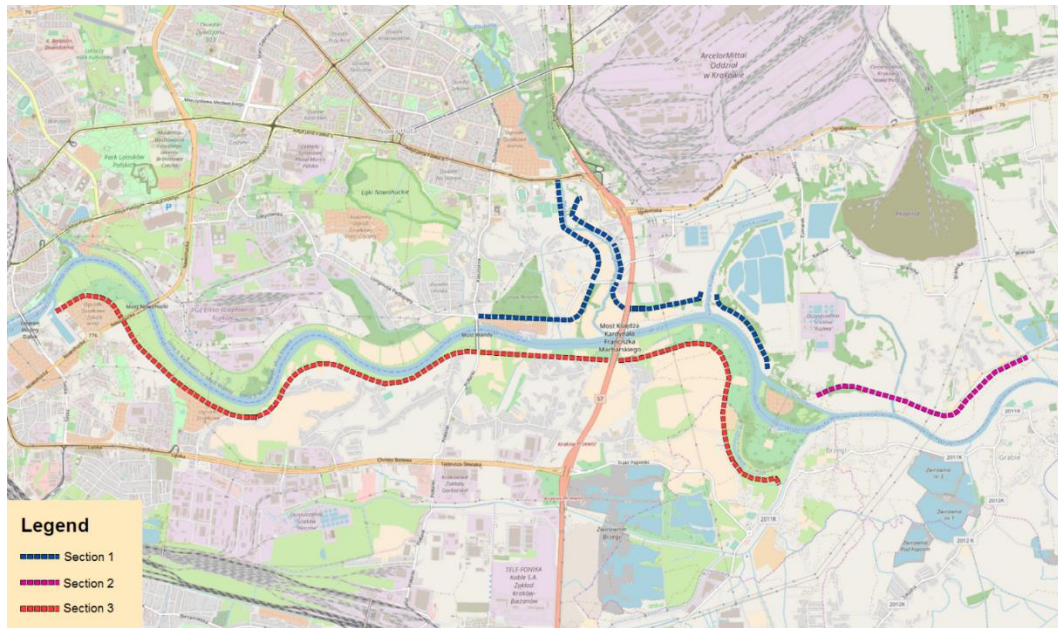
The embankment starts at the Płaszów Port (upstream of the Dąbie Water Barrage), in the end of Na Zakolu Wisły Street. A dirt road is located on the embankment. Family Garden Allotments “Zakole Wisły” are located beyond the embankment from chainage km 0+100 to km 0+930. The FGAs are located beyond the lines splitting the Works Contract site.

² This property will be divided and its fragment will be acquired to the State Treasury. The fragment of the fence will be demolished and rebuilt by the Contractor at the expense of the Investor on the new property border.

Nowohucka Street³ crosses the embankment at chainage km 0+945. From chainage km 0+956 the embankment protects the housing estate and the Małopolskie Traffic Center up to chainage km 2+100, where Family Garden Allotments “Golikówka” are located beyond the embankment and along it from chainage km 2+100 to km 2+600. The FGAs are located beyond the lines splitting the Works Contract site. In a reach from km 2+900 to 3+100 the embankment neighbors the Lasówka Fort – a historic object. At chainage km 5+895 the embankment crosses Półhanki Street, which reaches the Wandy Bridge, and at chainage km 7+450 the embankment runs underneath the 4th overpass of the City of Cracow Ring-road (S7 express road). The embankment ends at chainage km 10+678, just upstream of the Przewóz Barrage, in the area of the estuary of Serafa, and transforms into its embankments.

Location of the Contract was presented on Figure 1 below.

Figure 1 Location of the Contract



Source: own materials

The Contract area is composed of agricultural and meadow land with greenery plots (shrubs and groups of trees). At the moment (according to extracts from EGiB) the following are located there: permanent pastures (PsII, PsIII, PsIV), wooded and shrubbed lands (LzII, LzIII, LzIV, Lz-PsIV), modest forests (LsII, LsIII), arable lands (RII, RIIIa, RIIIb, RIVa, RV), permanent meadows (ŁII, ŁIII, ŁIV, ŁV), and various areas (Tr) and lands underneath ponds (Wsr), lands underneath flowing surface water (Wp), roads (dr), ditches (W), and wasteland (N), and sparse orchards (S-RIIIa, S-RIIIb). The factual use of land is in conformity with the aforementioned land use.

4.2.1 Local Spatial Development Plans

The analyzed Contract is partially located within the area of three Local Spatial Development Plans enacted for the following areas:

- Myśliwska – adopted with Resolution of the Cracow City Council of October 20, 2010, ref. no.: CXIV/1540/10 (part of the plan has expired on 20 April 2019 with the entry into force of the Local Spatial Development Plans for the area "Koszyka street area");
- Koszykarska Street Area - adopted with Resolution of the Cracow City Council of March 27, 2019, ref. no.: XII/191/19;

³ All colliding infrastructure elements will be rebuilt.

- Rybitwy - North - adopted with Resolution of the Cracow City Council of November 18, 2011, ref. no.: XXIV/315/11;
- Dłubnia Valley - Mogiła - adopted with Resolution of the Cracow City Council of October 18, 2008, ref. no.: XLIX/619/08.

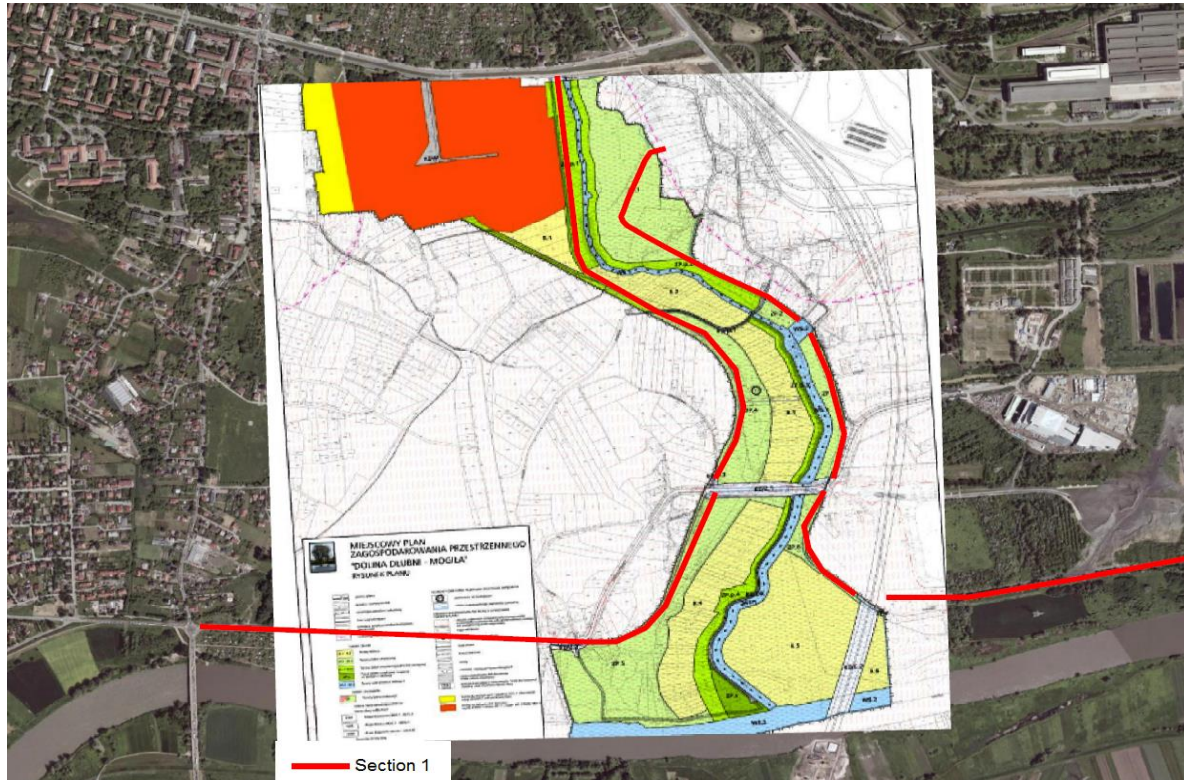
The following purpose for land was determined in the LSDP within the boundaries of the subject Contract's location:

TASK 3A.1/1

Section 1 – the left embankment of the Vistula River from the Wandy bridge to the Przewóz barrage including backwater embankment of the Dłubnia River

Section 1 is located in the area of LSDP Dłubnia Valley – Mogiła. In that area the Works Contract runs through land marked as Developed green sites (ZP) and as Developed green sites associated with sports and recreation (ZP. p. 1, ZP. p. 2).

Figure 2 Location of the Contract in the view of LSDP “Dłubnia Valley – Mogiła”



Source: own materials

Section 2 – the left embankment of the Vistula River from the Przewóz barrage to Suchy Jar

That section is not within the reach of LSDP. The IPIP decision is obtained on the basis of the special flood act. The IPIP decision shall be equivalent to a planning decision or a decision on the location of a public purpose investment within the meaning of the planning and spatial planning regulations.

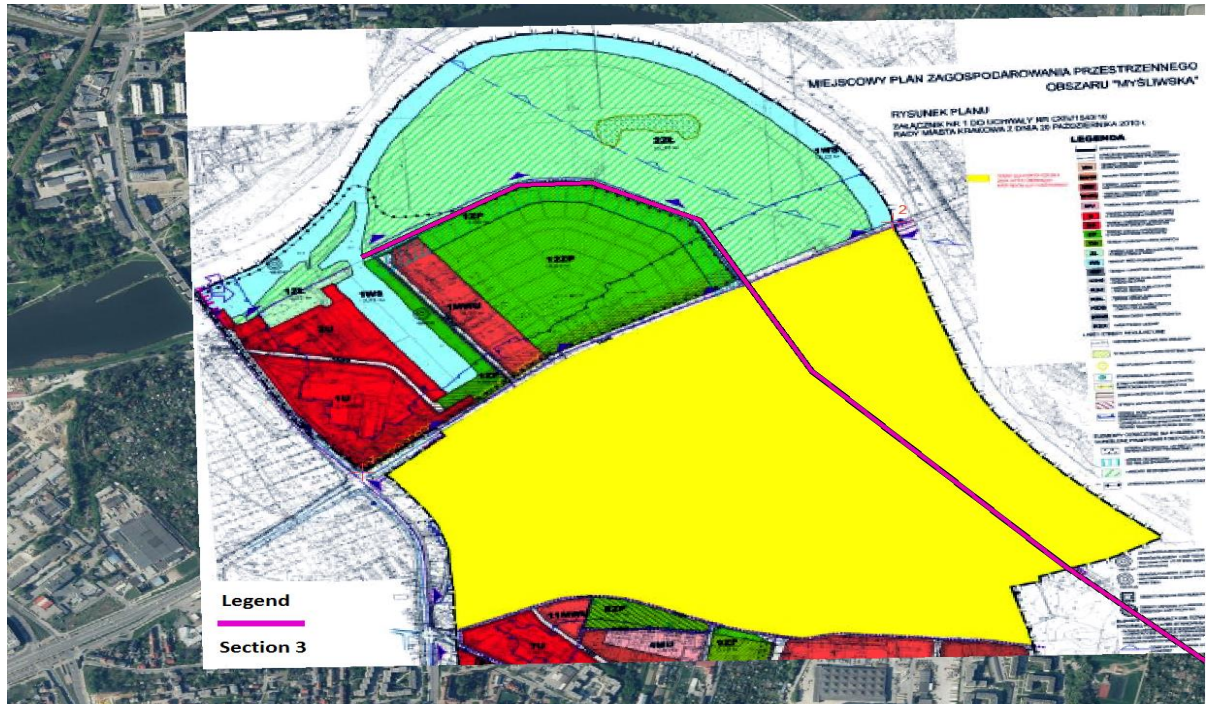
Site visits and socio-economic surveys have shown that no investments that are potentially in conflict with the said Contract are planned for grounds scheduled to be taken over by the State Treasury and in their immediate vicinity.

TASK 3A.1/2

Section 3 – the right embankment of the Vistula River from the Dąbie barrage to the Przewóz barrage

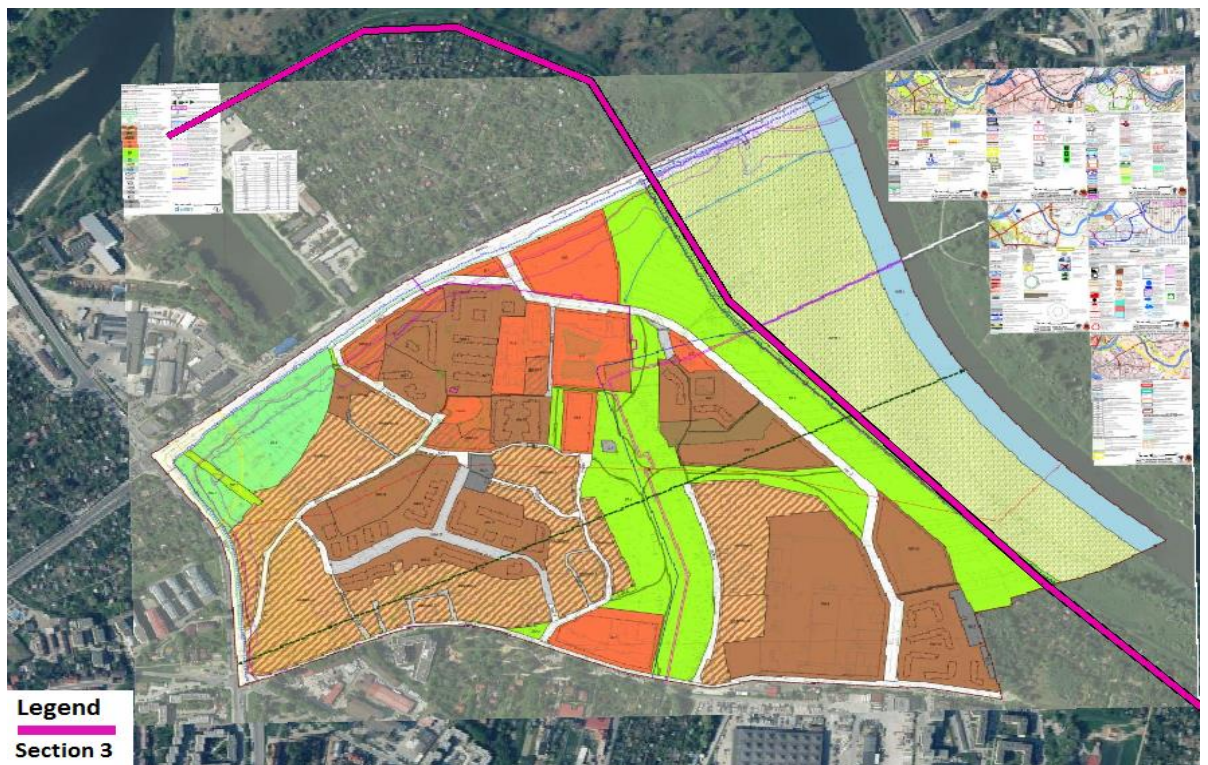
Section 3 is located within the range of two LSDPs for the following areas: Myśliwska and Rybitwy – North. In case of LSDP for Myśliwska the Works Contract runs through areas marked as meadows and riparian green land (ZŁ), and through areas at direct flood risk. The area of embankments is also listed as pedestrian routes.

Figure 3 Location of the Contract in the view of LSDP Myśliwska



Source: own materials

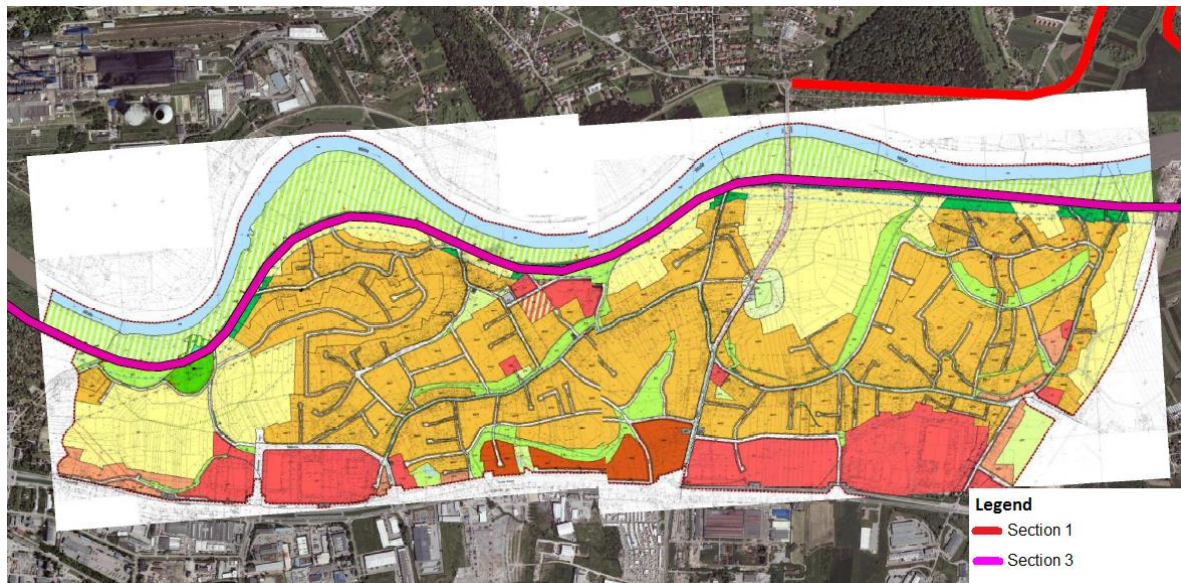
Figure 4 Location of the Contract in the view of LSDP Koszykarska Street Area



Source: own materials

In case of LSDP Rybitwy – North the Contract runs through land marked as green land on embankments (ZW).

Figure 5 Location of the Contract in the view of LSDP Rybitwy – North.



Source: own materials

4.3 ISSUED ADMINISTRATIVE DECISIONS

- Decision of the Regional Director for Environmental Protection in Cracow dated January 27, 2017 on environmental conditions for the Contract titled: “Completion of redevelopment of flood embankments for the Vistula River in Cracow: Section 1 – the left embankment of the Vistula River from the Wandy bridge to the Przewóz barrage with backwater embankments of Dłubnia River; Section 2 – the left embankment of the Vistula River from the Przewóz barrage to Suchy Jar”, ref. no.: OO.4233.4.2016.BM (Section 1 and 2).
- Decision of the Regional Director for Environmental Protection in Cracow dated February 1, 2019, ref. no.: OO.420.4.2.2018.BM, modifying the decision on environmental conditions dated 01/27/2017, ref. no.: OO.4233.4.2016.BM, and Resolution of the Regional Director for Environmental Protection in Cracow dated January 17, 2018, ref. No.: OO.4233.4.2016.BM, correcting obvious editorial mistakes in contents of the decision of the Regional Director for Environmental Protection in Cracow dated January 27, 2017, ref. no.: OO.4233.4.2016.BM (Section 1 and 2)
- Decision of the Regional Director for Environmental Protection in Cracow dated January 27, 2017 on environmental conditions for the Contract titled: “Completion of redevelopment of flood embankments for the Vistula River in Cracow: Section 3 – the right embankment of the Vistula River from the Dąbie barrage to the Przewóz barrage”, ref. no.: OO.4233.3.2016.BM (Section 3).
- Decision of the Regional Director for Environmental Protection in Cracow dated January 24, 2019, ref. no.: OO.420.4.1.2018.BM, modifying the decision on environmental conditions dated 01/27/2017, ref. no.: OO.4233.3.2016.BM (Section 3).
- Decision of the Regional Director for Environmental Protection in Cracow dated September 4, 2017 on environmental conditions for the Contract titled: “Construction of the left backwater embankment at the River Dłubnia in the City of Cracow”, ref. no.: OO.4233.1.2017.BM (Section 1 and 2).
- Resolution of the Regional Director for Environmental Protection in Cracow dated February 8, 2019, ref. no.: OO.4240.5.3.2019.BM, clarifying doubts on contents of the decision of the Regional Director for Environmental Protection in Cracow dated 04/09/2017, ref. no.: OO.4233.1.2017.BM, on environmental conditions for the Contract titled: “Construction of the left backwater embankment at the River Dłubnia in the City of Cracow” (Section 1 and 2).
- Resolution of the Regional Director for Environmental Protection in Cracow dated May 26, 2017, ref. no.: OO.4240.5.8.2017.BM, clarifying doubts on contents of the decision of the Regional Director for Environmental Protection in Cracow dated 01/27/2017, ref. no.: OO.4233.3.2016.BM, on environmental conditions for the Contract titled: ”Completing the reconstruction of the Vistula

river embankments in Kraków: section 3 - the right embankment of the Vistula River from Dąbie to Przewóz” (Section 3).

- Resolution of the Regional Director for Environmental Protection in Cracow dated May 26, 2017, ref. no.: OO.4240.5.9.2017.BM, clarifying doubts on contents of the decision of the Regional Director for Environmental Protection in Cracow dated 01/27/2017, ref. no.: OO.4233.4.2016.BM, on environmental conditions for the Contract titled: “Completion of redevelopment of flood embankments for the Vistula River in Cracow: Section 1 – the left embankment of the Vistula River from the Wandy bridge to the Przewóz barrage with backwater embankments of Dłubnia River; Section 2 – the left embankment of the Vistula River from the Przewóz barrage to Suchy Jar” (Section 1 and 2).
- Decision of the Śląskie Province Marshal of September 15, 2017 on the issuance of a water-law permit for the extension of flood embankments of the Vistula River, along with backwater embankments of the Dłubnia River, redevelopment and construction of pipes, culverts, power networks, IT networks, and other facilities running through flood embankments within the framework of Contract titled: “Completion of redevelopment of flood embankments for the Vistula River in Cracow: Section 1 – the left embankment of the Vistula River from the Wandy bridge to the Przewóz barrage with backwater embankments of Dłubnia River; Section 2 – the left embankment of the Vistula River from the Przewóz barrage to Suchy Jar”, ref. no.: 3017/OS/2017 (Section 1 and 2).
- Decision of the Śląskie Province Marshal of December 13, 2017 on the issuance of a water-law permit for the Construction of the left embankment at the River Dłubnia at embankment chainage km 1+136 to 1+612, and of facilities functionally associated with the embankment, ref. no.: 4175/OS/2017 (Section 1).
- Decision of the Śląskie Province Marshal of September 18, 2017 on the issuance of a water-law permit for implementation of the Contract titled: “Completion of redevelopment of flood embankments for the Vistula River in Cracow: Section 3 – the right embankment of the Vistula River from the Dąbie barrage to the Przewóz barrage”, ref. no.: 3155/OS/2017 (Section 3).
- Decision of the Regional Water Management Authority in Cracow dated January 9, 2013 on the issuance of a water-law permit for the extension of left flood embankment of the Vistula River in Cracow, from the Dąbie Barrage to the Wandy Bridge, ref. no.: ZU-430-104/12 (Section 2).
- Decision of the Mayor of Cracow of September 13, 2016 approving the “Design of geological works to determined geological and engineering conditions for the redevelopment of flood embankments of the Vistula River in Cracow at embankment chainage: 87+600 – 95+162. Section 1 – the left embankment of the Vistula River from the Wandy bridge to the Przewóz barrage with backwater embankments of Dłubnia River; Section 2 – the left embankment of the Vistula River from the Przewóz barrage to Suchy Jar”, ref. no.: WS-06.6540.117.2016.MC (Section 1 and 2).
- Decision of the Mayor of Cracow of January 17, 2017 approving the “Geological and engineering documentation for the redevelopment of flood embankments of the Vistula River in Cracow at embankment chainage: 87+600 – 95+162. Section 1 – the left embankment of the Vistula River from the Wandy bridge to the Przewóz Barrage with backwater embankments of Dłubnia River; Section 2 – the left embankment of the Vistula River from the Przewóz barrage to Suchy Jar”, ref. no.: WS-06.6541.202.2016.MC (Section 1 and 2).
- Decision of the Małopolskie Province Marshal of September 12, 2016 approving the Design of geological works to determine geological and engineering conditions for the redevelopment of flood embankments of the Vistula River in Cracow. Section 3 –the right embankment of the Vistula River from the Dąbie Barrage to the Przewóz Barrage (to the estuary of Serafa River). Embankment chainage km 81+193 – 91+850, ref. no.: SR-IX.7440.264.2016.BK (Section 3).
- Decision of the Małopolskie Province Marshal of December 20, 2016 approving the Geological and engineering documentation to determine geological and engineering conditions for the redevelopment of flood embankments of the Vistula River in Cracow. Section 3 – the right embankment of the Vistula River from the Dąbie barrage to the Przewóz barrage (to the estuary of Serafa River). Embankment chainage km 81+193 – 91+850 ref. no.: SR-IX.7441.45.2016.BK (Section 3).

- Others, among others provisions of the Małopolskie Province Governor granting permission for derogations, etc.

All of the aforementioned decisions have been issued for the previous Investor, i.e. Małopolskie Province Marshal, in the name and on behalf of which the Małopolska Board of Amelioration and Water Structures in Cracow acted. From January 1, 2018, based upon the Act of July 20, 2017 Water Law, State Water Holding Polish Waters – Regional Water Management Authority in Cracow overtook rights and liabilities associated with implementation of the Contract in question. For the decisions in question, decisions amending the entity that will finally implement the Contract were obtained.

4.4 LEGAL CHANGES RELATING TO THE INVESTOR'S STATUS

The act of July 20, 2017 Water Law came into force on January 1, 2018, and it modified, among others the previous structure of authorities and water management rules. New provisions were enacted mainly to fully implement the Water Framework Directive into the Polish legislation. State Water Holding Polish Waters, which shall completely manage widely understood issues associated with water resources of Poland, was created to replace the previous governmental administration structures, which were formed by the National Water Management Authority and subordinate regional water management authorities remaining territorial units, and by Provincial Boards of Amelioration and Water Structures placed within the local authorities' structure.

The Polish Waters comprise the following organizational units: National Water Management Authority with its office in Warsaw, regional water management authorities, catchment boards, and water supervision units. Determined competences and tasks have been assigned to those organizational units and to units separated within the structure of PGW WP. The PIO, which until 12/31/2017 acted within the Małopolska Board of Amelioration and Water Structures in Cracow, is currently located within the structure of the Regional Water Management Authority in Cracow.

The legislator regulated in Article 536 of the Act of July 20, 2017 Water Law issues related to transferring the rights and liabilities under agreements and decisions associated with Contracts to be done on public waters owned by the State Treasury and with basic amelioration facilities priorly developed by regional water management authorities, provinces, province marshals or proper provincial organizational units, to the Polish Waters.

Tasks described under this LA&RAP were implemented until 12/31/2017 by Małopolska Board of Amelioration and Hydraulic Structures in Cracow, and from 01/01/2018 they are implemented by State Water Holding Polish Waters, Regional Water Management Authority in Cracow, within the structure of which the PIO operates.

The legal changes described above do not affect existing provisions concerning the acquisition of properties, determining the form and amount of compensation and the payment of compensation.

The acquisition of properties is based on the provisions of the Special Flood Act and the Act on Property Management.

Instruments correcting inconsistencies between OP4.12 and Polish law are described in detail in chapter 8.3 Adopted mechanisms for acquiring rights to properties.

5 Primary principles adopted in the LA&RAP

This LA&RAP is to document the process of land acquisition and to assess if it meets the requirements under OP 4.12, or are there any gaps, which need to be filled.

In accordance with the World Bank policy, unless necessary mitigating and preventive measures are planned and implemented, real property acquisition may create and strengthen social inequalities, cause social exclusion, leave affected persons with lower standard of living, and result in permanent environmental damage. Therefore, the principles below have to be followed in the design and implementation of the land acquisition and resettlement process:

1. Permanent real property acquisition shall be minimized or avoided where possible. Where permanent acquisition is unavoidable, one shall follow the procedures and requirements outlined in this LA&RAP which concern mitigating the impact of real property acquisition on the affected parties.
2. The expropriation procedures shall improve the people's living conditions, and shall at least restore them to the level present prior to implementation of the Contract.
3. All Project Affected Persons shall participate in social consultations on equal terms and the needs of particularly vulnerable groups shall be taken into account. They shall also be offered a possibility of participation in the Contract preparation and implementation process and access to grievance redress mechanisms.
4. Project Affected Persons have access to honest, fair and inexpensive proceedings of their appeal to an independent authority or court without intentional delay if enforced.
5. All cases of real property acquisition, either permanent or temporary, shall undergo procedures based on Polish Law and OP 4.12. The LA&RAP is in compliance with the RPF (see: http://odrapcu.pl/doc/OVFMP/Resettlement_Policy_Framework.pdf).
6. The LA&RAP is related to permanent or temporary acquisition of real properties, and also to permanent or temporary restriction in usage of the properties, especially resulting in the loss (temporary or full) of income sources or in deterioration of life standards.
7. The implementation of the LA&RAP shall be monitored and reported and, after its completion, evaluated by the World Bank.
8. The process of social participation as well as protective and mitigating measures shall be carried out in accordance with the necessity of fair treatment regardless of age, ethnic ancestry, gender or disability of Project Affected Persons. Particular attention shall be paid to the households with members/member belonging to particularly vulnerable groups.
9. The LA&RAP is planned and implemented as an integral part of the Contract. All costs connected with the necessity of planning and implementing the compensation measures shall be included in the budget as well as in the benefits of the Contract.
10. Compensation for Project Affected Persons shall be paid prior to starting the construction works on the real property undergoing expropriation.
11. Within the framework of compensation measures, in accordance with World Bank policies, priority shall be the "land-for-land" compensation through allocation of properties with an equivalent productive potential and location.

Payment of cash compensation for lost assets may be appropriate where PAPs' livelihood is land cultivation, but land occupation for the Contract constitutes a small fraction⁴ of the affected asset and the cultivation of the remainder is economically viable or livelihoods are not connected with land cultivation. Cash compensation levels should be sufficient to replace the lost land and other assets at full replacement cost in local markets.

⁴ As a general principle, this applies if the land taken constitutes less than 20% of the total productive area.

Cash compensation will also apply wherever persons economically affected by the effects of the Contract are willing to receive cash compensation and where there is no appropriate replacement property.

Socio-economic studies show that acquisitions have insignificant or negligible impact on revenue of households of owners of the acquired properties.

12. The majority of Project Affected Persons informed during socio-economic research will of receiving cash compensation, due to small area of acquired properties, lack of their agricultural and non-agricultural use, and lack of impact on income of households.
13. In case of people, who indicated “land for land” compensation form, attempts are to be made to obtain relevant substitute properties.
14. The Contractor shall obtain the land for temporary acquisition on its own, in a wider range then resulting from the IPIP, and – while negotiating the temporary acquisition conditions for the properties – it shall observe the rules determined under this LA&RAP (the process shall be monitored by the PIO and by the Consultant, and it shall be done based upon a rule of voluntariness and on rules determined in the agreement concluded between the property owner and the Contractor for works). The agreement template is included in Appendix no. 9.
15. The Contractor shall agree with the Investor on information and shall provide the Investor with information related to any agreements concluded for temporary acquisition. Temporary acquisition of the properties for implementation of the Contract is feasible upon a voluntary consent of the property owner only. Prior to the temporary acquisition of the property, the Contractor shall perform a detailed inventory and shall develop photo documentation for the aforementioned property.
16. Temporarily acquired real properties shall be restored to their original state in accordance with the concluded contract or such agreed in the contract after the completion of the works and they shall be returned in a good condition to enable their owners or users to use them in the same manner as before Contract implementation.
17. Permanent restriction in the use of properties, as determined in the IPIP decision, shall essentially be compensated in cash. The amount of such a compensation would include a market loss of the property’s value. Upon a request of PAP the property, the use of which would be permanently restricted, shall be purchased, and the PAP would receive compensation based upon the rules determined for the permanent loss of properties.
18. The agreed obligation to reconstruct the existing land utilities determined in the IPIP decision (**temporary** restriction in the use), will be compensated, by the rule, in cash. A basis for determination of such compensation would be estimates developed by independent appraisers acting upon the Investor’s cost, and payment of such compensation would be done based upon a written agreement between the Investor and PAP. In case there would be no agreement between the parties on the amount of compensation, PAP will have a right to appeal.
19. All Project Affected Persons, without regard to the legal title to the real property, shall receive support of various types, as per the principles set out in the Matrix of Compensation Measures included in this LA&RAP. Lack of a legal title to the real property should not be a bar to receiving compensation and/or a different type of support. Detailed principles of real property acquisition, social participation and mitigating, protective, preventive and compensation measures were described in this LA&RAP.
20. Part of the works will be performed based on the right to use the property for construction purposes. The owners of these properties concluded with the Investor written voluntary consents

for the implementation of this scope of works on their plots. These consents are free of charge. The constructed infrastructure will ultimately be the property of the property owner⁵.

The LA&RAP shall be updated, if necessary, when the Contract progresses and new factual or legal circumstances emerge.

An ex-post evaluation will be conducted six months after the LA&RAP is fully implemented and its objectives will be assessed and it will document measures that directly impacted PAPs and successfully established a standard of living equal to, or better than, pre-project levels documented.

⁵ The construction works to be performed within those properties (beyond the splitting lines for the Contract area) are not directly connected to flood protection; however, they are to improve functioning of private owners' households located in a direct vicinity of the Contract, as well as to minimize adverse effects of the Contract for those households.

6 Impact mitigation

6.1 SOCIAL IMPACT

Under OP 4.12, social impact related to expropriation includes all direct economic and social losses stemming from real property expropriation as well as from permanent restriction of the former manner of use or of the access to the real property. Thus, the primary criterion of assessing the significance of social impact shall be the percentage ratio of the entire real property to its expropriated part. One shall also take into account the data obtained during a socio-economic survey.

The following criteria compliant with OP 4.12 were adopted to assess the social impact for the purposes of this LA&RAP:

- secondary impact: for farms, this is an impact exerted by an acquisition of less than 10% of the household production area or resources, without physical relocation. For other real properties, such impact is exerted by a loss of less than 20% of the land or resources, without physical relocation;
- significant impact: for farms, this is an impact exerted by a loss of more than 10% of the household production area or resources, or by a real property splitting line running in a manner preventing agricultural/orchard production on that real property. For wastelands and non-agricultural real properties, such an impact is exerted by a loss of more than 20% of the land.

For the introduction of the division into significant and secondary impact, the value of 10% was adopted, in accordance with the World Bank Operational Policy, because for some inhabitants running agricultural farms the loss of 10% and more of the farm's production area shall result in some restriction of income from agricultural fields; it shall not, however, exert substantial impact on economic profitability of the farm due to the area structure of the farm.

Simultaneously, local specificity of the location of expropriated real properties should be taken into consideration.

As a consequence, the aforementioned socio-economic research covered those households, which are located or which cover the properties within the Contract site, in case of which over 10% of original plot is to be acquired, and the acquisition is greater than 100 m² (it is hard to deem areas of up to 100 m² as ones generating income assuring existence for the household).

6.1.1 Occurrence of significant impact

In case of areas being the property of Communities and of the State Treasury, the impact was considered insignificant as acquisition of real properties from those entities does not exert significant impact on their standing and functioning.

For the planned Contract, there occurs no impact connected with the necessity of making physical relocation of households or farms.

In case of the Contract implementation there is no significant impact on PAPs. There are no physical and economic resettlements. In all of the cases it was identified that impact associated with implementation of the Contract shall be insignificant.

PAPs stated positive opinions on implementation of the Contract, which would increase flood safety in Cracow and in Brzegi.

Among the main issues, which were informed by interviewees during the research, were the following: leaving small parts of properties, which cannot be further used; and concerns on not restoring the original conditions of the property after completion of the construction works in cases of permanent or temporary restriction in the use of properties.

Impact on particular households was described in Appendix no. 2 List of real properties, owners, and impact.

6.2 MITIGATING MEASURES

1. The design works are carried out in such a way as to minimize the number of plots necessary to acquire.
2. The value of compensation for lost properties (both: in cash, as well as in a “land-for-land” form) shall be determined in an agreement, based upon estimate surveys developed by independent assessors or upon a decision made by the Małopolskie Governor. The evaluation that is a basis for establishing the compensation value shall be developed reliably, objectively and independently, so the previous owner receives a price for the properties, which would correspond with the actual loss, and the adverse impact of property loss on his/hers economic situation would be therefore minimized. The amount of compensation shall be specified in accordance with the definition of the price of the property.
3. “Land-for-land” compensation would be a priority in case of compensation measures through awarding a property with similar productive potential and location. Cash compensation shall be applied where acquisition of properties or of its part would not affect the possibility of using the properties for previous purposes, as well as where an economically project affected person wills to receive cash compensation, and in cases when there are no properties with similar productive potential and market value on the market, what disables the “land-for-land” compensation.
4. An attempt shall be made to obtain relevant substitute properties for people, who have indicated “land-for-land” compensation form.
5. Any cost associated with implementation of measures mitigating and compensating adverse impact are included in the OVFM Project cost as eligible cost.
6. The Investor developed an information brochure, forming appendix no. 8, which is to provide PAPs with the most important data on the rules of purchasing the properties for the Contract implementation purposes, the rules for establishing and transferring the compensation for expropriated properties, and on the possibility of filing claims, remarks, and applications due to the planned Contract implementation.
7. Within the information campaign, PAPs shall also be informed (information brochure forming Appendix no. 8) about the possibility of applying for purchase of the remaining part of the real property, i.e. the so-called “remnant”, if the remaining part is not fit for use for its former purposes after real property splitting and acquisition of its part for the Contract implementation (under art. 23 (2) of the Special Flood Act). During the socio-economic research the owners, who were interested in purchasing a part of properties left after expropriation, were informed about a procedure for the purchase of “remnants”, as described under this LA&RAP in Clause 8.2.4. Where parts formed after expropriation of the properties would not be suitable for use for the previous purposes in accordance with the property’s use (so-called “remnants”), the Investor shall – after a related analysis – purchase those properties through a civil law agreement, in conformity with a procedure described in this LA&RAP. Payment of compensation due to the purchase of “remnants” shall be done based upon a civil law agreement with the property owner.
8. Within the framework of information campaign done during socio-economic research PAPs were informed (in line with the rights resulting from Article 21 (7) of the Special Flood Act) that the owner or perpetual user of the property covered by the IPIP, would hand that property over not later than within 30 days from the day of delivery of the notification of the IPIP issue, the amount of compensation shall be increased by an amount equal to 5% of the property value or the value of perpetual usufruct, based upon the rules determined in the special flood act. Furthermore, the Investor shall provide PAP with property handing over forms and shall provide necessary clarifications in that case.
9. The property owners using EU financial support (direct subsidies and agricultural and environmental programs) have been informed about an obligation of notifying the fact of decreasing the land area managed by them. This fact should be notified to the Manager of District ARMA Office in writing about the occurrence of force majeure and on modification of the

subsidized area, including relevant evidence (in the analyzed case it would be an excerpt from the IPIP decision), within 15 working days counted from the day, when he/she or a person authorized by him/her are able to perform that action (in case of RDP 2007-2013 and 2014-2020 the deadline is 10 working days). That information is also included in a brochure to PAP developed as an element of informational action (Appendix no. 8).

10. If necessary, the Investor shall provide support to PAPs in developing applications to ARMA in reference to the occurrence of “force majeure”, in case of expropriating the subsidized properties (development of an application, development of appendices – depending on the needs).
11. If necessary, the Investor shall provide support to PAPs in developing map appendices to applications on the purchase of “remnants”.
12. Due to implementation of the Contract it may be necessary to temporarily acquire real properties, in a wider range than resulting from the IPIP, by the Contractor for the purpose of its implementation (acquisition for construction backyard and for storage of soil and other construction materials). The scope and target locations of temporary acquisition shall be determined after selection of the Contractor. The Contractor – while negotiating the conditions for temporary acquisition of properties – shall follow the rules determined under this LA&RAP (the process shall base upon the rule of voluntariness). Negotiations and agreements between the Contractor and land Owner on temporary acquisition will be monitored by the PIO and by the Consultant to ensure that agreement is fair and favorable for the land owner (template of an agreement - Appendix no. 9).
13. The construction backyard shall be located in a way affecting the quality of inhabitants’ life in the smallest possible way, if feasible, within the line splitting the Contract site. Additional areas deemed as working areas located beyond the construction site shall require reaching an agreement with the Investor.
14. Prior to the commencement of works, the Investor shall carry out an extensive information campaign about the planned implementation of the Contract and the opening of an information center for Contract Affected Persons, where they can file their requests and comments as regards the executed construction works and planned acquisition. An information brochure, containing information on the possibility of submitting complaints (in accordance with LA&RAP provisions) and Contact data, shall be prepared and sent to all Contract Affected Persons.
15. PAPs shall be notified by the Investor about the physical commencement of works in advance, which shall allow them to end their management of the real property – no later than 30 days in advance. The Investor may consent to extend the deadline if such a change will not conflict the Schedule for the performance of the works.
16. In case of plots, where farming is done, the properties shall be handed over after the current harvest completion, in a given vegetation year relevant for a given crop. If the crop would not be harvested, a cash equivalent would be paid.
17. Each expropriated person shall be entitled to use the ground in a previous way free of charge until receiving the compensation or (in case of not reaching an agreement on the compensation value) its undisputable part.
18. For the duration of works execution, the Contract supervision in agreement with the infrastructure owners’ network shall be ensured. The network owners shall be informed by the Contractor of works about the date of works commencement in advance.
19. The Contractor shall reach an agreement for temporary acquisition and shall provide the Investor with information on any agreements related to temporary acquisition. Such agreements shall be concluded in writing; an agreement template was attached to this document (Appendix no. 9). Prior to the temporary acquisition of a property the Contractor shall do a detailed inventory and shall develop photo documentation for the aforementioned property. Negotiations and agreements between the Contractor and the property Owner on temporary acquisition will be monitored by the PIO and by the Consultant to ensure that agreement is fair and favorable the land owner.

20. Temporary acquisition of properties for the purpose of Contract implementation is possible only based upon a voluntary consent of the property owner and based upon the rules determined in the agreement between the property owner and the Contractor of works. Negotiations and agreements between the Contractor and the property Owner on temporary acquisition will be monitored by the PIO and by the Consultant to ensure that agreement is fair and favorable the land owner.
21. The properties to be temporarily acquired shall be restored to their original condition after completion of the works and returned in a good condition in order to allow their owners or holders to use those properties in a way they did prior to implementation of the Contract or in accordance with a statement of agreement. The PIO and the Consultant shall monitor restoration of land to ensure that the Contractor meets that requirement.
22. Previous access to all land properties formed after splitting shall not be deteriorated during the works associated with the extension and construction of flood embankments.
23. Washing stations for wheels of trucks and wheels of machines leaving the construction site shall be developed at the exit from the construction site. The Contractor of works is obliged to remove pollutions formed on roads due to the traffic of vehicles and machines connected with the construction process cyclically. It would allow for reducing the impact on road infrastructure.
24. In case of permanent restriction in the use of properties, the owner or the perpetual user, who would deem that the property is useless, may apply for its purchase based upon civil law through submission of an application to the Investor within 90 days from notification on the commencement of proceedings on the issuance of IPIP, in conformity with Article 22 (2) of the Special Flood Act (however, an owner of property, where public roads are located, i.e. unit of local authorities or the State Treasury, cannot apply for the purchase). The purchase price must correspond with relevant value of a property having similar potential and purpose.
25. Due to the absence of pedestrian junction between Bugaj Street and Pod Wierzbami Street (Section 3), which is an important route for children going to Primary School no. 137, stairs were included in the construction design to allow for a safe descend from the embankment at Pod Wierzbami Street. After implementation of the Contract the children going to school will be able to use a service road located at Bugaj Street and the stairs at Pod Wierzbami Street; thus, safety and comfort would be improved for them while going to the school.
26. Design documentation assumed moving a historic shrine from the embanked area at Pod Wierzbami Street. Due to such an intention two meetings with inhabitants of Przewóz Estate were held in the Community Culture Center at 1. Łutnia Street from September 2016 to October 2016. A site visit was also done during the first meeting. A chairman of Podgórze Precinct Council attended at each of the meetings. The inhabitants decided on their own to vote and provided their will to the Precinct Council, which in turn resulted in a resolution of Podgórze Precinct Council, which provided a positive opinion on leaving the shrine within the embanked area, as applied by the inhabitants. The location of the shrine was only modified due to the planned construction works.
27. A wider description of measures mitigating and minimizing adverse impact, including ones referring to valuable environmental resources, is given in the document titled: Environmental Management Plan for Contract 3A.1 - Construction of the Vistula embankments in Cracow.

7 The socio-economic survey

7.1 SOURCES AND METHODOLOGY

The socio-economic survey was conducted by the legal, properties and procurement team located in the structure of the Consultant responsible for developing this LA&RAP.

The basic source of information on the development and use of the real properties to be acquired is the analysis of GIS data and written extracts from the land and building register, property split maps, mortgage register data, information obtained from Geoportal, as well as verification on the Contract implementation site. The ownership status of the real properties to be acquired was established on the basis of the land and building register and the land and mortgage register. The presence of the infrastructure was established on the basis of the analysis of GIS data, written extracts from the land and building register, and design documentation (including construction designs), as well as verification on the Contract implementation site.

In case of social impact the basic data source were data obtained based upon available registers (e.g. business register, National Court Register), and data obtained based upon visits on Contract implementation site.

The main source of data applied for this analysis are the results of site surveys performed by the Consultant from February to May 2018 amongst representatives of households with properties located within the Contract area. The survey covered those households, which are located or which possess the properties within the Contract area, with acquisition of over 10% of original plot area and with acquisition of over 100 m² (it is hard to deem areas of up to 100 m² as ones generating income allowing for the existence of household).

A list of households included in the socio-economic research was determined based upon criteria under OP 4.12 World Bank policy. Additionally, the research covered those household which possess several properties to be expropriated.

The survey also included data obtained during visits on Contract implementation site, as well as static data of CSO and materials published on the internet.

Standardized questionnaire interviews constituted the data gathering method. Answers to all questions were taken down and they were used to prepare this analysis.

Interviews were partially carried out over the phone; this relates mainly to cases when direct contact with plot owners was impossible or very difficult.

The questionnaire was developed based upon guidelines under OP 4.12 World Bank operational policy, and it contained a request for indication of and detailed reference by the representatives of household to any social and economic cost, which is related to the Contract in their opinion.

7.1.1 Problems

Three categories of issues, which effected in disability to collect complex data from representatives of households affected by the Contract, were identified during the site survey. All of them were discussed below.

Interview done without getting an answer to vulnerable questions. Most of the representatives refused to participate in complete questionnaire interview, and as a reason informed that it is irrelevant in their situation. The respondents did not see any reason to inform the number of people living in their household, their age, education and professional activity, and especially income. In the respondents' opinion that data had no relation to the expropriation procedure and to the compensation payment. However, those people provided the most important information on the character and method of using the plots covered by the expropriation procedure, which were sufficient for the purpose of analysis.

Interview not done, with getting information on the previous use of the property. Some respondents listed in EGiB as owners of properties to be expropriated are dead for a long time. In such cases the pollsters did not do an interview due to the absence of a legal inheritor of plot and encouraged to

commence to inheritance procedure and to regulate the legal status of the properties. Information on the previous use of land with unregulated status were additionally obtained.

No possibility to reach the respondent. Another problem identified during the poll was inability to reach the owner. The reason were outdated or incorrect address data given in mortgage registers and in EGiB register or permanent absence of an interviewee at the given address. Furthermore, owners of five properties were registered in a huge distance from the survey location. Except for notification, such respondents received written information containing a request for telephone contact in case of filling the poll in. One respondent provided contact data. Additionally, some owners of properties covered with the expropriation procedure are currently living abroad for professional purposes, and people met at their addresses refused to provide any information.

7.1.2 Summary of the socio-economic research results

The socio-economic research was commenced with presentation of designed property splitting, with indication of a part and of an area of properties to be acquired. Rules for acquisition of the properties and rules for establishing the compensation form and a procedure of establishing the compensation amount were discussed. It was also informed that it is possible to obtain additional 5% compensation for handing the properties over within the given time.

It was also informed that the expropriated person shall be entitled to use the land without fees in a previous way until obtaining the compensation or (in case of not reaching an agreement on the compensation amount) its undisputable part.

The property owners, who during the research informed the use of financial support in the form of EU subsidies, have been informed on an obligation of notifying the Manager of District ARMA Office in writing about the occurrence of force majeure and on modification of the subsidized area, including relevant evidence (it would be an excerpt from the IPIP decision in the analysed case), within 15 working days counted from the day, when he/she or a person authorized by him/her are able to perform that action (in case of RDP 2007-2013 and 2014-2020 the deadline was 10 working days). That information is also included in a developed brochure, which shall be submitted to PAP as an element of informational action (Appendix no. 8).

PAPs were informed about the right to compensation due to permanent or temporary restriction of the use method for the property (in the scope indicated in the IPIP), and on the method of establishing the compensation value, which would be done based upon an evaluation developed by an independent appraiser.

Additionally, while discussing permanent restriction in the use of properties, it was clarified that every owner or perpetual user, who would deem that the property is useless, may request for its purchase through a civil agreement by applying to the Investor within a proper deadline. The price of purchase shall reflect the appropriate value of the property with similar potential and purpose i.e. replacement value (the purchase cannot be requested by the owner of property, where public roads are located, i.e. unit of local authorities or the State Treasury).

During the site survey and related consultations there were some enquiries associated with the purchase of remaining parts of the properties, which were not to be taken over for the State Treasury, including properties located within the embanked area, and those which cannot be used further due to a small area.

Further questions were related to restoring the original conditions of the properties with expected permanent restriction in use, in the scope of possible application of those properties for farming purposes, as before.

The interviewees have also asked about the properties, which are directly adjacent to the future construction site, but are not under the expropriation procedure.

Due to the questions asked the Consultant clarified a procedure for purchase of “remnants”, and obtainment of properties for temporary acquisition by the Contractor of works, including necessary reinstatement of

those plots after the completion of works to the original condition or such agreed in the agreement and returning them in a good condition.

During the survey properties were identified, owners of which died and the legal status of properties has not been established so far. In such cases the Consultant informed potential heirs that after establishing the compensation value for taking those properties over for the State Treasury, the compensation shall be transferred to the court deposit, and it shall be respectively paid to the heirs from the court deposit after regulating the legal status of the properties.

The survey done proved that among the most of interviewees, and especially among those who are living close to the flood embankment, there is a huge interest and support for the soonest feasible implementation of the Contract. Representatives of surveyed households have many times informed that they are highly concerned about their assets in any case of raised water levels in the River Vistula. Except for one interviewee, it was clearly seen during the research that there is satisfaction with the planned Contract.

7.2 SOCIAL AND ECONOMIC DATA

7.2.1 Land use

The Contract site with an area of about 56.7⁶ ha is located within 1028 plots placed in the area of two communities, i.e. Cracow – city having district rights (registration unit Podgórze – in areas 16, 17, 18, 20, 21, 22, 23, 106, 108, 109; and Nowa Huta – in areas 39, 40, 42, 43, 46, 59); and the Wieliczka District (in the area of Brzegi).

The area assigned for the Contract in case of developing the left backwater embankment for the River Dłubnia is agriculturally-use land and wasteland. Flood embankments are placed within the remaining site of Contract. In a direct vicinity of the Contract site there are developed land properties, which would suffer the most severe difficulties associated with construction works, noise, and other related factors; however, due to application of measures (described in the EMP) mitigating and minimizing adverse impact, the Contract shall not cause disturbance in everyday functioning of those households.

Based upon the socio-economic survey it was determined that the areas intended for implementation of the Contract were used for farming or were not used in any way, and that they were not a subject of long-term Contract.



Photo no. 1: Works Contract 3A.1/1, Section 1– Works Contract implementation area



Photo no. 2: Works Contract 3A.1/1, Section 1– Works Contract implementation area

⁶ The final range of acquisition and of restriction in use shall be established in IPIP decisions.



Photo no. 3: Works Contract 3A.1/1, Section 2 – Works Contract implementation area –



Photo no. 4: Works Contract 3A.1/1, Section 2 – Works Contract implementation area

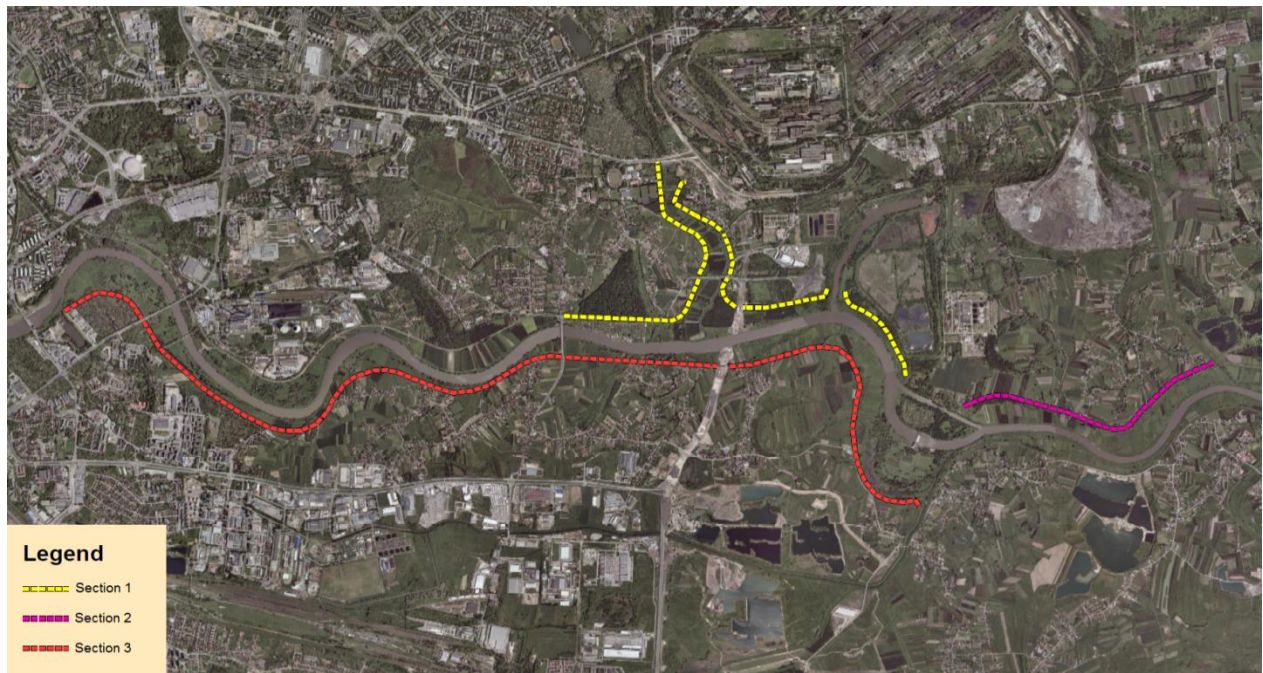


Photo no. 5: Works Contract 3A.1/2, Section 3 – Works Contract implementation area



Photo no. 6: Works Contract 3A.1/2, Section 3 – Works Contract implementation area

Figure 6 Location of the Contract on ortophotomap



Source: own materials

7.2.2 Public services

The designed embankment runs along the Vistula River and the Dłubnia River in Cracow within districts of Podgórze and Nowa Huta, up to the village of Brzegi located in the District of Wieliczka. The Contract site is located in vicinity of farming, industrial, and housing areas.

TASK 3A.1/1

Section 1 – the left embankment of the Vistula River from the Wandy bridge to the Przewóz barrage including backwater embankments of the Dłubnia River

The embankment neighbors in the subject section with a Kayak Club and with a Yacht Club. “Wisła w Krakowie” family garden allotments are located within the embanked area at chainage km 0+000 to 0+800. Furthermore, the embankment running along the Dłubnia River is located at a Municipal Stadium of Hutnik Cracow, and also at the Cistercian Abbey in Mogiła. In the following section of the Works Contract the embankment runs underneath the 4th overpass of the City of Cracow Ring-road (S7 express road), and neighbors the Thermal Waster Processing Plant (ZTPO). Then the embankments border upon the Waste Treatment Plant and the Kujawy Port constructed as a result of founding T. Sendzimira Smelter (now ArcelorMittal Poland branch in Kraków). Section 1 ends at the Przewóz Water Barrage. The extension of the embankment will not interfere with the functioning of public services in this area.

Section 2 – the left embankment of the Vistula River from the Przewóz barrage to Suchy Jar

The embankment runs in this section through farmland and through land with detached houses and corrals. No public utility objects are located on that site.

TASK 3A.1/2

Section 3 – the right embankment of the Vistula River from the Dąbie barrage to the Przewóz barrage

In that section the embankment starts at the Płaszów Port, which – including a basin and a section of embankment modernized in 2011 – forms a separate technical and utility facility constructed to provide services to units floating on the Vistula. Further on the embankment runs along garden allotments – Family Garden Allotments “Zakole Wisły” and “Golikówka”, and also along land with detached and semi-detached houses and farmland. The embankment neighbors C. Janczarskiego Primary School no. 65 at

Golikówka Street, and with the Lasówka Fort and the 4th overpass of the City of Cracow Ring-road (S7 express road).

Due to the absence of physical and economic resettlement of households in case of owners, properties of whom were transferred to the State Treasury, performance of the works does not in any way limit the access of owners to public facilities.

7.2.3 Cultural and historic objects

TASK 3A.1/1

Section 1 – the left embankment of the Vistula River from the Wandy bridge to the Przewóz barrage including backwater embankments of the Dłubnia River

The end of the left embankment of the Dłubnia River is located at the Cistercian Abbey in Mogiła, which was founded in the 13th century. The cloister was devastated by Tatars and by Swedes; thus this place is strictly connected with the history of Poland. In vicinity of the Abbey of Mogiła a Stadium of Hutnik Cracow is located, and it was founded in 1953. The Works Contract does not require permanent acquisition and temporary acquisition within the area in question.

The extension of the escarpment of the embankment is planned mainly within the embanked area. The location of these structures is beyond the impact area of the construction equipment.

In section 1 the embankment runs in vicinity of the Kujawy Port and of the Przewóz Barrage, development of which was associated with foundation of T. Sendzimira Smelter (now ArcelorMittal Poland branch in Kraków). The smelter required the access to water source for industrial purposes, which was a reason for construction of the damming barrage, and the facilitated access to the river used for transportation purposes. As a result, the Kujawy Port was constructed along with the barrage.



Photo no. 7: Works Contract 3A.1/1, Section 1 – Kujawy Port – Source: own materials

TASK 3A.1/2

Section 3 – right embankment of the Vistula River from the Dąbie barrage to the Przewóz barrage

In section 3 the embankment starts at the Płaszów Port, which is historically associated with a programme of connecting the Baltic Sea with the Adriatic and with the Black Sea through the Odra-Danube Channel. A huge port with six big basins was to be constructed in Cracow, and its construction has started in 1907, but was stopped by the World War I. After World War II, the Cracow River Shipyard was constructed based upon the only port basin. Currently the basin of river port Cracow – Płaszów is used as a shelter for safe stoppage of vessels floating on the Vistula during floods, and is also used by the repair shipyard.

The Płaszów Port is to be reconstructed as a separate contract, which is one of the elements of Kraków's security, i.e. Contract 3A.4 “Reconstruction of the right embankment between the Dąbie barrage and the Płaszów port, construction of a flood gate with necessary facilities”.

Construction works scheduled to be carried out within Section 3 will be a combination of the implemented flood protection with the planned Works Contract in the Płaszów Port.

In section 3 the embankment runs in the direct vicinity of Fort 50a Lasówka, which was founded in 1899. The historic function of the fort was to protect the southern bank of Vistula, the embankments, and the

neighboring crossing to the other bank. From '60s of the 20th century the fort undergoes devastation. Currently the object is left empty and its condition is getting worse. The Works Contract area shall not cover the property, where the Fort was founded.



Photo no. 8: Works Contract 3A.1/1, Section 3 – Fort 50a Lasówka – Source: own materials

Due to the fact that the Works Contract in question runs in vicinity of Fort 50a Lasówka, which was entered to the heritage register, the Heritage Conservator was asked to provide an opinion during the designing. The Municipal Heritage Conservator accepted (note of November 22, 2016, ref. No.: KZ-03.4120.6.172.2016.MC) the provided design solutions including raising of the embankment crest without its extension and without placing a pedestrian and bicycle route on the embankment crest in a reach adjacent to the fort. Type III embankment crossing was applied due to conservatory reasons, where the embankments run in the area of the fort (km 2+960 – 3+110). Furthermore, the design proposed to develop a membrane from the embankment crest up to a depth of 6m at chainage km 2+950 – 3+102.

Design documentation assumed moving a historic shrine from the embanked area at Pod Wierzbami Street. Due to such an intention two meetings with inhabitants of Przewóz Estate were held in the Community Center at 1. Lutnia Street from September 2016 to October 2016. A site visit was also done during the first meeting. A chairman of Podgórze Precinct Council attended at each of the meetings.

The inhabitants decided on their own to vote and provided their will to the Precinct Council in the note dated 11/14/2016, which in turn resulted in a resolution of Podgórze Precinct Council dated 11/29/2016, which provided a positive opinion on leaving the shrine within the embanked area, as applied by the inhabitants, provided that it would be agreed with the plot owner.

The property owner's consent was received in writing on 11/26/2017. The Municipal Heritage Conservator accepted moving a historic shrine. The location of the shrine has only been modified due to the planned construction works.

Due to the absence of physical and economic resettlement of households in case of owners, properties of whom will be transferred to the State Treasury, performance of the works does not in any way limit the access of owners of plots to cultural and historic objects.

7.2.4 Gender Equality

Discrimination is legally banned in Poland, and it is determined in the Constitution of 1997. Article 32 states that no one shall be discriminated against in political, social or economic life for any reason whatsoever. Discrimination against women shall mean 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, on a basis of equality of men and women, 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 of 1979).

While willing to become a member of the European Union, Poland needed to adapt its law to valid EU regulations, also in the scope of gender equality. It mainly resulted in adjustments to the labor codex, but also in modification of politicians' and public administration's attitude.

In accordance with the Human Development Index (HDI) of the United Nations Development Programme (UNDP) for 2012, Poland is amongst the countries with a very high social development index. It is on the 39th place in the ranking of 187 countries, i.e. above the average of countries in EBOR action area, and on a similar level to the average for countries of Central Europe and Baltic States. The Human Development Index covers three elements: health, education, and standard of living. In terms of UNDP Gender Inequality Index (GII) Poland is even higher – it is 24 in the world ranking. The Gender Inequality Index is a rate, which reflects the loss of development possibilities within the area of a given country due to unequal treatment of sex, and it covers three elements under appraisal, i.e.: reproductive health, empowerment, and labor market participation.

In case of participation of women in public life, the share of women in make-up of public units formed as a result of elections is small. In those terms the following are indicated, e.g.: low percentage of women present in the Sejm and in the Senate. Similar negative trends are characterizing other units formed as a result of elections, e.g.: community councils, district councils, or provincial seyms (women are about ¼ of all councilors). It shall be emphasized that a minor percentage of women is for many years noticeable amongst village mayors, city managers, or mayors. However, an increasing number of women holding the position of village administrators draws attention, and that function is one of the most important ones in the context of civilian activities and development of social capital. Experience also indicates that women are equal participants of public hearings, and their engagement in local activities often results in their leading role in consultations. Finally, it shall be stated that for the purpose of promoting women and increasing their representation in decision-making and managing groups in business, numerous civil actions, declarations of political parties, and popularization of other countries' examples are implemented, and the European Commission undertakes its own initiatives ex officio, etc., which should result in the enhancement of equality of women and men in participation in the labor market or in decision-making groups. The analysis of survey results for last 10 years proves the progress in that field.

7.3 SPECIFICITY OF THE PAP⁷

Among the households covered with permanent acquisition none were identified, where physical or economic resettlement would be required due to the Contract, and which would be significantly affected by them. As a result of a method of use by the owners for the areas to be applied for the extension of embankments, they were classified to the following groups:

- Households located in the direct vicinity of the Contract area;
- Households located beyond the Contract implementation area:
 - ✓ Households using properties covered with permanent acquisition or with restricted use,
 - ✓ Households not using properties covered with permanent acquisition or with restricted use.

Although data was not complete – as it was not possible to reach the owners of some properties or as the legal status was not regulated – one managed to establish the actual use method for land to be applied for implementation of the Contract.

Detailed PAP characterization is included in the Socio-economic Study constituting Annex No. 5 to this LA&RAP. Due to the requirements concerning the personal data protection, the Study shall not be revealed to the public.

The area intended for the extension of the Vistula River's flood embankments in Cracow is diversified in terms of the ownership structure. The diagram given below shows a percentage share of Contract plots for individual ownership categories.

⁷ A summary of properties, areas of permanent acquisition, and types of restriction in use have been determined based upon documentation available on the stage of submitting application on the issuance of IPIP decisions. The final range of acquisition and of restriction in use shall be established in IPIP decisions.

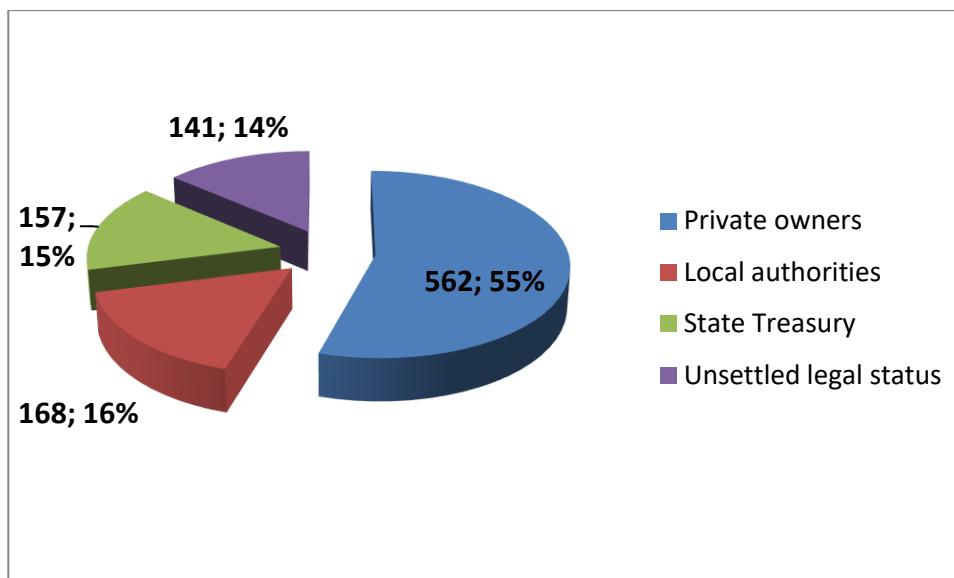


Diagram no. 1: Ownership structure for investment plots (permanent acquisition, permanent restriction in use, properties with a related obligation to redevelop the existing networks, disposal rights to the properties for construction purposes)

More than half (55%, 562 plots) of plots under the Contract are grounds, which are owned by private owners (natural persons – 534 plots, and legal persons – 28 plots).

The percentage of plots remaining within the resources of the State Treasury is 15% (157 plots). 44 plots under perpetual usufruct by a legal persons are owned by the State Treasury.

The local units (Municipality of Cracow, Wieliczka Commune) administer 16% of expropriated properties (168 plots). 165 plots remain within the resources of the Municipality of Cracow, 2 plots – within the resources of Wieliczka District, and 1 plot – within the resources of the Commune of Wieliczka.

Furthermore, 14% of properties (141 plots) are plots with unregulated legal status (in that case the legal owner of the property is dead, and inheritance proceeding was neither implemented nor completed, or the plot is a mortgage unit).

In case of a major share of properties, the entries, related to the owners in both: mortgage registers and in the EGiB register, are out of date and they do not reflect the factual status related to the owner (holder) of the property. The data shall be updated to reach the compliance with the current factual status and legal status, in conformity with the binding provisions of law, and especially with the Water Law (enforceable from January 1, 2018), the Special Flood Act, and the investment project implementation permit (IPIP).

In case of the properties with unregulated legal status, including mortgage units, compensation shall be transferred to the court deposit, and it shall be properly paid to the heirs from the court deposit after regulating the legal status of the properties.

In case of mortgage units the registered plot, i.e. mortgage unit, comprises several land plots owned by various owners.

With respect to properties for which limited rights in them were established in accordance with "Reports on the examination of land and mortgage registers", Article 20 (4) of the Special Flood Act shall apply, which states that if limited rights in rem were established on the property, these rights shall expire on the day on which the decision on investment project implementation permit becomes final.

The area of performance of the works is adjacent to family allotment gardens (Zakole Wisły, Golikówka, Wisła in Kraków). These are located outside the splitting lines of the contract area.

The area of performance of the works comprises 1028 plots.

After obtaining a final decision from IPIP:

- 828 plots will be subject to permanent acquisition. The ownership structure of permanent acquisitions is shown on the graph below.

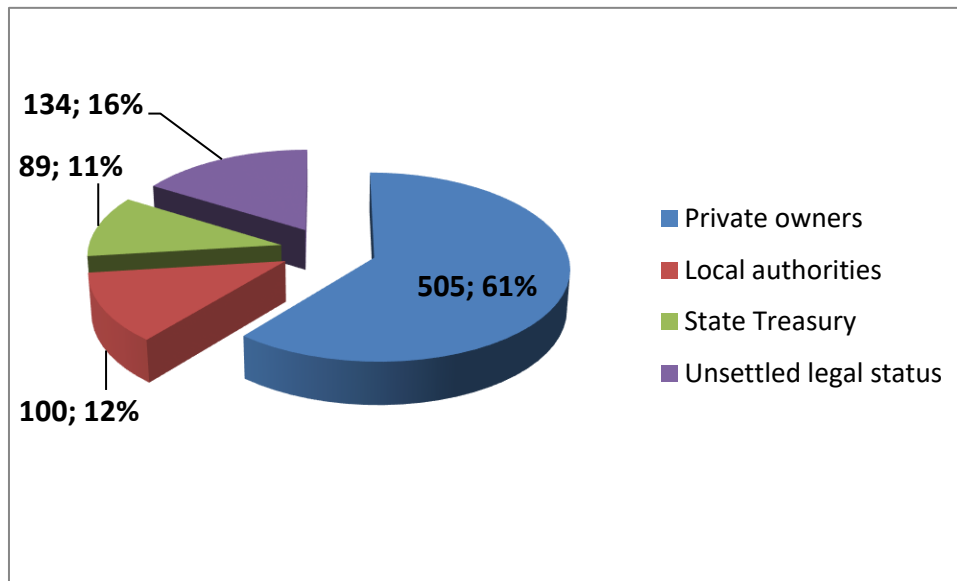


Diagram no. 2: Ownership structure for plots under permanent acquisition

About two thirds (61%, 505 plots) of plots under the Contract to be permanently acquired remain properties of private owners (natural persons – 482 plots, legal persons – 23 plots). 11% (89 plots) of the properties to be permanently acquired remain among the resources of the State Treasury. 12% (100 plots) under permanent acquisition remain within the resources of local authorities (Municipality of Cracow, Wieliczka Commune). About 16% (134 plots) of expropriated plots have unresolved legal status.

- 68 plots will be subject to permanent acquisition. The ownership structure of permanent acquisitions is shown on the graph below.

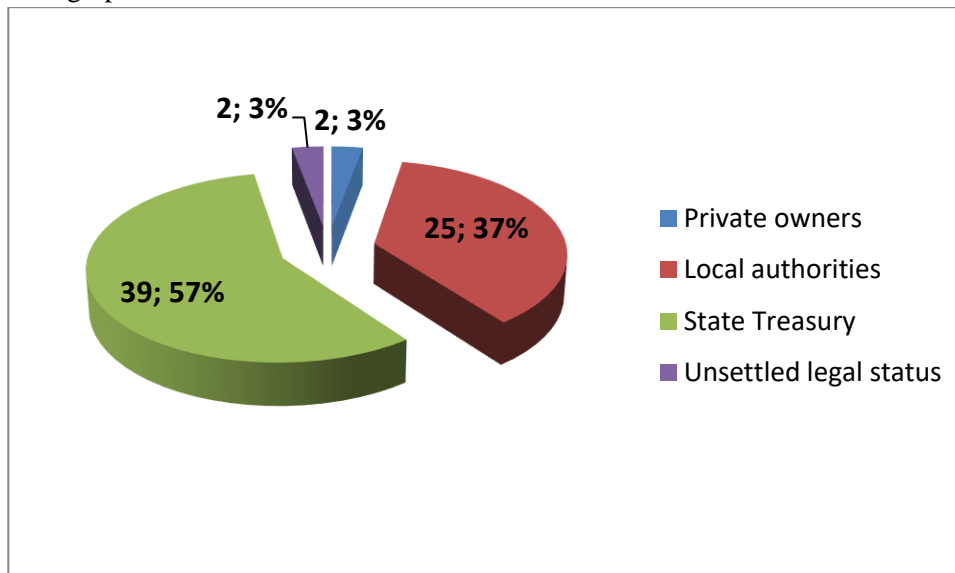


Diagram no. 3: Ownership structure for plots under permanent restriction in use

3% of plots (2 plots) subject to permanent restriction in usage are privately owned (0 plots by natural persons, 2 plots by legal persons).

The State Treasury resources contain 57% (39 plots) of properties under permanent restriction. The resources of local authorities (Municipality of Cracow, Wieliczka Commune) contain 37% of properties (25 plots) under permanent restriction. Furthermore, 3% (2 plots) under permanent restriction have unresolved legal status.

Permanent restriction on the use of properties will apply to plots which, due to the fact that they are covered by separate regulations, cannot be included in the splitting lines for the contract area or be subject to splitting under administrative proceedings (detailed legal regulations regarding permanent restriction are described in 8.2.2). For Contract 3A.1 such plots include among others properties constituting rights of way on public roads and plots under running surface waters (Wp use) and still surface waters (Ws use).

Permanent restriction is associated with the following:

- ✓ Extension and redevelopment of existing flood embankments and descent roads from the embankments,
- ✓ reconstruction and construction of water and sewage, gas, electric power and telecommunications networks.

A permanent restriction in the use of a property consists of limiting its use due to a change in land use or development of the land. The property is not transferred to the State Treasury, but the current owner has no right to interfere with this development and has limited use of the property, e.g. by being prohibited from erecting a building within the area of the restriction.

- An obligation shall be established to reconstruct existing land utilities for 108 properties. The ownership structure for these plots is shown in the graph below.

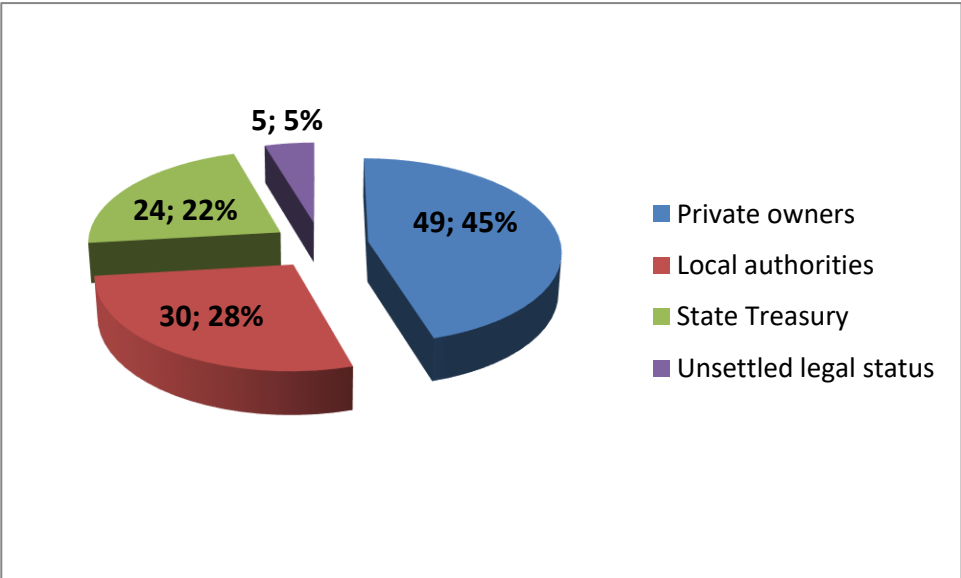


Diagram 4 Ownership Structure of plots under obligation to reconstruct existing land development networks

45% of the plots (49 plots) is owned by natural persons. The State Treasury owns 22% (24 plots) of the properties. The resources of local authorities (Municipality of Cracow , Wieliczka Commune) contain 28% of properties (30 plots). 5% (5 plots) under the network reconstruction obligation have unresolved legal status.

The obligation to reconstruct the existing land development network applies to the following:

- ✓ reconstruction, construction and protection for water and sewage and gas networks,
- ✓ reconstruction, construction and protection for underground and overhead electric power networks,
- ✓ reconstruction, construction and protection for telecommunications networks,

✓ reconstruction and construction of embankment culverts.

- Construction works will be carried out in 24 properties based on the right to use properties for construction purposes.

Written, unpaid, voluntary PAP's stayed consent granted to the Investor for the execution of works on his property. Built infrastructure becomes will be belonged to the owner of the property free of charge. The construction works to be performed within those properties (beyond the splitting lines for the Contract area) are not directly connected to flood protection; however, they are to improve functioning of private owners' households located in a direct vicinity of the Contract, as well as to minimize adverse effects of the Contract for those households.

The ownership structure of these plots is shown in the graph below.

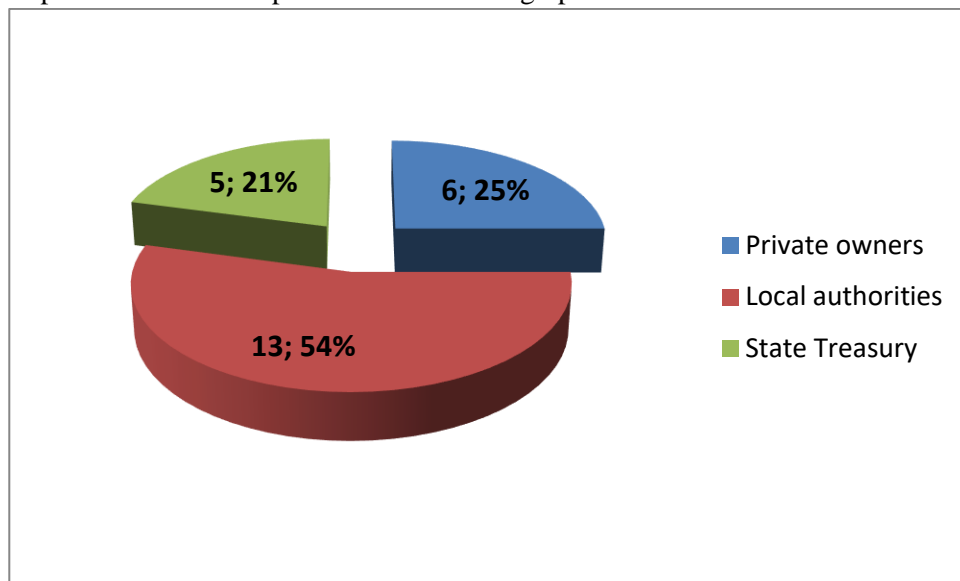


Diagram 5: Ownership structure of plots on which construction works will be carried out based on the right to use properties for construction purposes

25% of plots (6 plots⁸) are privately owned (natural persons). Local authorities (Municipality of Cracow) own 54% of the properties (13 plots). The State Treasury manages 21% of the properties (5 plots).

Construction works carried out based on the right to use properties for construction purposes are connected with the following:

- extension of existing embankments and descend roads and crossings (including descend roads to private land),
- construction of transition sections connecting extended descend roads and crossings with existing roads managed by ZDMK in Cracow,
- reconstruction of the chapel.

⁸ The construction works to be performed within those properties (beyond the splitting lines for the Contract area) are not directly connected to flood protection; however, they are to improve functioning of private owners' households located in a direct vicinity of the Contract, as well as to minimize adverse effects of the Contract for those households.

7.4 THE NEED FOR UPDATING THE SOCIO-ECONOMIC SURVEY

Due to the permanent nature of data such as the kind, the method of land use or the presence of developments on the land, it may be assumed that data gathered in the field test shall remain valid for a long time.

8 The binding provisions of law and valuation methodologies

This LA&RAP for the Contract 3A.1 Construction of the Vistula embankments in Cracow is based on the provisions of Polish law, as well as, due to funding from the resources of the World Bank, on the World Bank's Operational Policy 4.12 – Involuntary Resettlement.

The Loan Agreement between Poland and the World Bank is an act governed by international law and by concluding the agreement, Poland obliges to apply the World Bank's policies.

In case of discrepancies between Polish law and WB policies, the provisions which are more beneficial to the affected population are applied such that the WB policy standards are met, subject to corrective instruments specified in section 8.3.

8.1 OBLIGATIONS ARISING FROM THE POLICY OP 4.12⁹

OP 4.12 is applied whenever the implementation of the Contract requires:

- a) involuntary real property acquisition resulting in:
 - relocation or loss of shelter,
 - loss of assets or access to assets,
 - loss of income¹⁰ sources or lowering the standard of quality of life;
- b) involuntary restriction of access to legally designated parks and protected areas resulting in adverse impacts on the quality of life of Project Affected Persons.

The following obligations stem from OP 4.12:

- Involuntary resettlement should be avoided where feasible by exploring all viable alternative projects, and if it is not feasible to avoid resettlement, its range and impact should be minimized;
- Resettlement should be conceived and executed as development activities providing sufficient measures and resources that will enable people affected by resettlement to participate in the benefits of the implemented Contract. Assistance should be given to social groups affected by the resettlement process in order to improve their state of the economy, income and standard of living, or at least restore the status from before the Contract implementation;
- Resettled persons should be given full compensation before resettlement in an amount equal to the replacement costs, assistance in relocation and assistance and support during the transition period;
- Lack of a legal title to the land should not be a bar to receiving compensation;
- Particular attention should be paid to vulnerable social groups and individuals (e.g. single mothers, the handicapped, the poor);
- Communities should be given opportunity to participate in planning, implementation and monitoring of the resettlement process;
- The resettled persons should be assisted in the integration with the host community;
- Resettlement should be closely linked with the Contract implementation schedule so that the resettled persons could obtain the compensation before starting the construction or before other activities of the Contract;
- Monitoring of resettlement shall be performed as well as its evaluation;
- As regards rural or farming lands, even when it is possible to apply financial compensation, “land-for-land” compensation is particularly recommended, if economically feasible. Farms that lost their fixed assets entirely and became entirely unprofitable should receive compensation in the amount equal to the value of the entire farm;
- For losses valuation or monetary compensation of which is complicated, for example, access to public services, access to customers or suppliers, fishing areas, access to pasture and forest areas, efforts should be made to establish access to equivalent and culturally appropriate resources and income opportunities.

⁹ Chapter consistent with LARPF.

¹⁰ In the conditions of the Polish economy understood as revenue.

8.2 POLISH LEGAL REQUIREMENTS

The most important normative acts concerning acquisition of rights to real properties necessary for Contract implementation are:

- Constitution of the Republic of Poland of April 2, 1997 (Journal of Laws no. 78 item 483 as amended),
- CC,
- Special Flood Act,
- RPM.

The Civil Code governs legal relationships between natural and legal persons, including those concerning conclusion of real property sale agreements. A binding principle here is the freedom of drafting agreement content and deciding if and with whom one wishes to conclude the agreement. Unanimous declarations of the parties determine agreement conclusion. The Civil Code provides for a special form of concluding agreements whose subject is the transfer of ownership of property. They should be concluded as a notary deed in order to be valid.

The mechanisms of compulsory acquisition of rights to property is included in the Special Flood Act and RPM law.

8.2.1 Real property acquisition under the Special Flood Act

According to the Special Flood Act the expropriation of real estate or parts thereof, as well as permanent restriction of the use of property or part of it takes place in IPIP issued by the Governor. Expropriation occurs at the moment in which IPIP becomes final.

With the transfer of the property in favor of the State Treasury or of local government units, the property owner or the holder of perpetual leasehold rights is entitled to compensation in cash or in the form of "land-for-land". The Special Flood Act does not indicate any preference for the "land-for-land" compensation; financial compensation allowing for purchasing a similar real property at a market price is rather assumed.

The amount of compensation is determined separately for each real property by the Investor's individual negotiations with the current owner or holder of perpetual leasehold rights. Negotiations are conducted on the basis of an independent and objective valuation of the appraiser, having the relevant qualifications.

The amount of compensation is determined on the basis of an independent and objective valuation of the appraiser, having the relevant qualifications, separately for each real property.

In case the Investor and the expropriated party reach an agreement as regards the amount of compensation, a written agreement is concluded, determining the amount of compensation, and time and manner of payment.

However, if the agreement is not reached within 2 months of the date of issuing the final IPIP, the amount of compensation is determined by the Governor in a decision. Before issuing a decision, the Province Governor appoints an independent expert – a valuer. The party has also the right to property valuation prepared by a valuer in the proceedings before the Governor. In such case the Governor has to account for the opinion presented by the affected party in the decision determining the amount of compensation. In the case in which the party makes any comments and proposals in the proceedings before the Governor, the Governor has to refer essentially to these comments and proposals at the stage of the proceedings, and then in the issued compensation decision.

An appeal to the authority of higher level i.e. to the relevant minister, lies against the decision issued by the Governor.

In case of an appeal against the decision establishing the amount of compensation, the expropriated party may file a motion for paying the compensation in the amount stated in the contested decision. In such case the compensation is paid as stated, which does not influence the appeal proceedings.

The decision issued in the appeal proceedings can be appealed to the Regional Administrative Court within thirty days of the decision delivery to the applicant. In turn, the party has the right to lodge an appeal in

cassation against the judgment of the Regional Administrative Court to the Supreme Administrative Court within thirty days of the delivery of the copy of the judgment with the justification to the party.

8.2.2 Determining permanent restriction in managing real properties

The initiation of proceedings for the issuance of such an IPIP requires a motion from the Investor, which is required to identify, among others, real property or parts thereof that are part of the Contract necessary for its functioning, which does not become the property of the State Treasury or the local government unit, but to which the use is permanently restricted (hereinafter referred to as the PR). Such a motion has to be considered and, depending on the administrative authority's arrangements, disclosed in an IPIP decision issued by the Governor (art. 9 item 5 letter b of the Special Flood Act).

Another PR category stemming from the IPIP, but not necessarily from the Investor's motion, covers areas exposed to direct flooding risk and areas exposed to potential flooding risk, or areas exposed to particular flooding risk if designated (art. 9 item 8 letter f of the Special Flood Act). Such real properties shall not be subject to a permanent change of the manner of managing them and, as a rule, shall be able to be used by the owner (the holder of perpetual leasehold rights) like before Contract implementation, but after Contract implementation always with certain functional limitations.

PR imposed under the Special Flood Act and the inconveniences related to them as well as limitations of the economic and market potential of the real property (e.g. a construction ban, a ban on planting trees, a ban on running the agricultural activity, etc.) negatively influence the real property market value and have to be made up for by a due compensation. In an extreme case of the property loss of usefulness for the owner (holder of perpetual leasehold rights) they can demand its redemption on civil law making the request to the investor in this regard in accordance with Article. 22 (2) of the Special Flood Act (redemption cannot be claimed by the owner of the property, which includes public roads, i.e. a local government or the State Treasury). In the case of non-use of this procedure, an administrative course remains establishing appropriate compensation.

The Special Flood Act does not define PR or indicate the administrative authority competent in the subject matter of determining such compensation in administrative proceedings. Such condition, i.e. the lack of an explicit provision of law indicating the subject matter (competence) of an authority, is caused by an obvious legal loophole and authorizes one to apply in the administrative proceedings on the issuance of IPIP the premises fixed by the CIRDO and defined in the Judgement of the Supreme Administrative Court in Warsaw of November 9, 2012 (ref. no.: I OW 142/12). The Court states unambiguously that *"the competent authority to determine the compensation is the authority that issued the decision on consent for implementation of a road development (...) because the legislator cannot separate the competence to determine the compensation for the results of the same decision depending on the subject of that compensation"*.

It should also be accepted that there may be a necessity for applying the Article 30 of the Special Flood Act, according to which *"the provisions of the Real Estate Management shall apply respectively"* to the extent not regulated in these Acts and realizing that instruction base on the of RPM law.

Therefore, compensations for PR established based on the provisions of the Special Flood Act shall be governed by procedures and valuation principles described in this LA&RAP which concern determination and payment of compensations for expropriation of real properties or their parts.

Another category of restriction shall comprise temporary restriction in the use in reference to the properties given in the IPIP decision.

This means land acquisition except for those established by the Contractor within its own scope for the purpose of operating the site facilities during the performance (construction yard, storage sites for materials, temporary roads, etc.).

Temporary restriction in the used shall be associated with the following:

- demolition of the existing overhead power lines;

- disassembly and re-assembly of the existing overhead power lines;
- demolition of the existing embankment, descend road/embankment crossing, without its reconstruction or extension;
- filling a part of a ditch in at the inlet to the embankment lock to be removed;
- grading of parts of land adjacent to the embankment, which would disable the proper use of the embankment (e.g. grading of a land pile at the embankment allowing for passing at the embankment base).

The properties, with expected temporary restriction in the use, where the aforementioned works shall be performed, do not need to be taken over by the State Treasury (they are not necessary to implement the Contract), and they do not need to have the temporary restriction in the use established. After performance of the aforementioned works, the previous owners would be able to use those properties in a previous way, as there would be no changes or the existing objects would be removed.

As a consequence, the design documentation lists those properties within boundaries of the designed Contract area only. The final scope of permanent acquisition and temporary acquisition, and of temporary restriction in the use of the properties, shall be determined after completing the administrative proceeding and after issuing the IPIP decision.

8.2.3 Special procedures

Under art. 133 of the RPM Law, the Investor shall submit the amount of compensation to a court deposit in accordance with the decision of the Governor requiring the Investor to pay compensation for the court deposit, which is equivalent to the fulfilment of performance. It takes place only two cases:

- 1) when the person entitled refuses to accept compensation or the payment thereof encounters impediments difficult to overcome (lack of legal capacity of the creditor, his prolonged absence in the country in the absence of the establishment of a proxy, natural disasters, martial law), and
- 2) if the compensation for expropriation applies to properties with unsettled legal.

Submission of a court deposit has the same effect as the fulfilment of performance. In accordance with OP 4.12 the project affected person does not incur any costs in this regard.

8.2.4 Purchase of “remnants”

If a part of a real property is acquired and the remaining part is not fit for use for its former purposes (so-called “remnant”), the Investor is obliged to purchase that remaining part of the real property if its owner or holder of perpetual leasehold rights submits a relevant motion (under Article 23 (1) of the Special Flood Act).

The motion concerning the purchase of “remnants” may be submitted before issuing the IPIP, but the real property purchase may take place only after issuing the IPIP. If the IPIP is issued, the owner of a real property on which a public road is situated may not demand purchase of the remaining part of the real property.

The “remnants” shall be purchased by concluding civil law agreements for Contract 3A.1 - Construction of the Vistula embankments in Cracow in accordance with the following procedure:

1. The real property owner/holder of perpetual leasehold rights submits a motion containing:
 - a. a justification indicating why the remaining part of the real property after the acquisition is not fit for use for its former purposes,
 - b. marking of the “remnant” of the real property on the copy of the property allotment map or on the site map or no the property splitting map as attached to the application.

2. Assessment of the submitted motion by a committee appointed by the Investor. The committee composition shall include the representative of the team for monitoring and implementation of LA&RAP and specialists for technical matters and for the real property management. A representative of the LA&RAP Consultant may participate in commission meetings as an advisor.
3. A decision about purchase or refusal to purchase is made promptly but not before issuing the IPIP decision. A condition for efficient consideration of the application is its completeness.
4. The motion submitter is notified of the decision about purchase or refusal to purchase the "remnant".
5. Development of a study by a valuer determining the value of the remaining part of the "remnant".
6. Negotiations are conducted with the real property owner/holder of perpetual leasehold rights concerning the amount of compensation.
7. A real property purchase contract (for purchase of "remnants") is concluded as a notary deed.
8. The compensation is paid.
9. In case of not qualifying a property for purchase as a "remnant", the owner has a right to request for the purchase in a lawsuit filed at the common court of law.

8.2.5 EU subsidies

Among the properties expropriated for the purpose of Contract implementation there are agricultural/forest properties covered by support programs, i.e. ones for which the owners/holders receive subsidies or for which support is provided.

Expropriation of the land covered by subsidies shall result in the lack of possibility to fulfil liabilities under particular programs, as adopted by the farmer in agreements with a certified state payment agency, i.e. Agricultural Restructuring and Modernization Agency (ARMA). This in turn may be associated with determined consequences, including a necessity of returning payments done, as well as with administrative fines (NOTE: it will not be necessary to return amounts received under financing or to pay penalties if the farmer reports the expropriation to the ARMA).

In order to allow a farmer for proper observation of contract liabilities and to expose him/her to related damage, it is necessary to undertake identification, mitigation, and compensation measures.

The properties, which need to be expropriated for the State Treasury were identified on the stage of developing the construction design. Due to the fact that the most of those properties are farming sites, a brochure was developed and it shall be submitted to PAP, where information is given on steps to be taken to avoid returning the subsidies. Additionally, a poll containing questions on subsidies/support covering the expropriated properties was developed at the development of the draft LA&RAP, with one of essential parts containing socio-economic survey to e.g. recognize the socio-economic conditions of PAPs.

Mitigation measures, which would allow for avoiding the return of subsidies by the farmers, are as follows:

- Wide information action, also during the poll survey (among all PAPs), on steps to be taken to avoid returning the subsidies.
- Informational action for e.g. identified group of farmers (submission of brochures), who informed in the polls that they receive subsidies on the stage of administrative procedure implemented by the Governor to issue the IPIP. The action is to remind about a necessity of informing the ARMA about expropriation and/or permanent restriction of use of the properties. Information shall also be submitted to PAP during public consultation of the draft LA&RAP.
- Cash compensation – an agricultural producer shall receive compensation for expropriated properties and may – for the received resources – purchase (lease) properties having similar productive potential, and may notify it for subsidies/support (if it would be feasible under the given measure).

- The amount of compensation (cash compensation) for expropriated properties shall be established by an independent appraiser. Evaluation of the properties shall include e.g. a value of expropriated property, including the possibility of receiving subsidies/support.

A solution for this issue is implementation of a special mechanism and definition of so-called force majeure - on the level of European Union’s regulation, which would obviously disable a farmer from fulfilling contractual liabilities. Those provisions contain an opened catalogue of cases, when we deal with force majeure. That catalogue comprises the following circumstances of force majeure, e.g.: expropriation of properties. In order to apply that mode initiative of the farmer/beneficiary is however necessary. He needs to notify the occurrence of force majeure (in this case: expropriation and/or permanent restriction of the use method for the property) to the District ARMA Office Manager in writing, along with relevant evidence (in the analyzed case that would be a copy of the IPIP decision), within 15 working days counted from the day when he/she or a person authorized by him/her would be able to perform that action (in case of RDP 2007-2013 and 2014-2020 this deadline amounts to 10 working days).

The District ARMA Office Manager runs a relevant administrative proceeding and identifies whether force majeure occurred through a decision.

Consequences of issuing a decision confirming the occurrence of force majeure are as follows:

- for RDP 2007-2013 and 2014-2020 (long-term liabilities and payments): the farmer/beneficiary does not need to return a part of support awarded for the previous years or its whole, subsidies may be reduced for the year when force majeure occurred, liabilities or payments are continued in accordance with the original duration (if eligibility parameters are met, e.g. minimum area), and furthermore – administrative penalties are not implemented in the scope of so-called cross-compliance;
- for direct subsidies: the support granted is not returned, the beneficiary keeps the right to payments within the framework of direct support systems in reference to the area or to animals, which were eligible at the moment force majeure occurred, for payments within the framework of direct support systems.

It shall be stated that one would also face force majeure in case of properties or their parts remaining an element of the Contract, which would be necessary for its functioning, and which do not become a property of the State Treasury, but their use is permanently restricted (so-called permanent restriction), and in case of so-called “remnants” (properties purchased based upon an application of the party in case a part of the property is taken over under IPIP, and the remaining part cannot be properly used for previous purposes).

The time for notifying about the occurrence of force majeure of that type and an evidence of that occurrence – similarly as in case of expropriation – shall be given in the IPIP decision. In this case force majeure also results from expropriation of properties, but it does not bereave the property of this particular part of property, but it causes the lack of possibility to use it for previous purposes (e.g. farming). A similar case occurs for permanent restriction, if it obviously caused the lack of possibilities to apply the property in accordance with liabilities accepted by the farmer.

Owners of the acquired properties who receive subsidies have been informed by the Consultant on the necessity of notifying the occurrence of force majeure to the ARMA Manager.

8.3 ADOPTED MECHANISMS OF OBTAINING RIGHTS TO REAL PROPERTIES¹¹

The LARPF indicates a number of inconsistencies between OP 4.12 and Polish law: OP 4.12	Polish law	Corrective measures
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¹¹ Table contained in this chapter is consistent with LARPF

The LARPF indicates a number of inconsistencies between OP 4.12 and Polish law: OP 4.12	Polish law	Corrective measures
Lack of a legal title to the land should not be a bar to receiving compensation/compensation payment. Persons without a legal title are eligible for compensation.	The Polish legal system does not account for the right to compensation of land owners/users that do not hold legal title to it (except for persons who acquired the title by usucaption, i.a. a method by which ownership can be gained by uninterrupted possession of the real property for a period indicated in the act).	<p>Each case of a Contract Affected Person without a legal title to the real property shall be analyzed individually for the possibility of applying general mechanisms from the Civil Code to achieve the objectives of OP 4.12.</p> <p>As per OP 4.12, Project Affected Persons without a legal title to the real property are not eligible to receive cash compensation for the real property. However, they are eligible for compensation for any facilities, plantings or improvements to the real property that were done before the cut-off date and for receiving adequate solutions in cases where they have to be physically or economically displaced. In those cases, additional mitigating measures shall also be applied.</p>
WB policy requires compensation for loss of income ¹² (e.g. from business or agriculture, etc.) resulting from real property acquisition for the purposes of implementation of the planned Contract.	Provisions of Polish law do not provide for compensation for the loss of income resulting from Contract implementation.	<p>Persons who lost the income or employment shall receive support (health insurance, professional trainings etc.) from employment offices.</p> <p>In case of entrepreneurs, it is possible to apply general mechanisms from the Civil Code (covering the loss suffered and the expected profits which were lost).</p>
Particular attention should be paid to the needs of vulnerable social groups, such as the poor, the elderly, single mothers, children or ethnic minorities.	Polish law does not require planning specific measures aimed at providing additional assistance to vulnerable social groups (the elderly, the handicapped, the poor and other groups which may have special needs).	<p>The expropriated persons shall receive all the necessary help in obtaining assistance provided to citizens by offices and institutions.</p> <p>Additional measures shall also be implemented as needed to ensure that the objectives of OP 4.12 are met.</p>
WB Policy requires additional compensation for the expenses incurred by the PAPs as a result of physical relocation (e.g. transport of materials) and assistance in implementing the resettlement.	Assistance regarding incurring the costs of relocation and other similar costs resulting from the necessity to move to a new location by citizens and enterprises is not provided in the law.	In order to cover the costs of relocation and other similar costs, the contract shall apply general mechanisms from the Civil Code in a manner that achieves the objectives of OP 4.12.

¹² In Polish economy understood as revenue.

The LARPF indicates a number of inconsistencies between OP 4.12 and Polish law: OP 4.12	Polish law	Corrective measures
The compensation should be paid prior to physical acquisition of the land for the purposes of Contract implementation.	The Special Flood Act allows for acquiring the land and commencing works before the compensation is paid.	<p>In all cases, no works shall begin until it is confirmed that the Contract Affected Person has been informed about the commencement of works in advance, compensation has been paid and permission to enter the land has been granted.</p> <p>The only exceptions are cases where appeal proceedings have been initiated due to negotiation failure, owner absence or the impossibility of determining the owner(s).</p> <p>In such case the amount will be transferred to a court escrow account and retained on court's bank account.</p> <p>To minimize the risk of commencing the works before compensating for losses, the Contract shall plan and conduct real property acquisition in advance of the commencement of works.</p>
Compensation for the loss of assets is based on their market value plus any transaction costs (e.g. taxes, fees) and the objective is for the compensation to be sufficient to effectively restore the lost assets (replacement value).	The applied methods of valuation may lead to lowering the real property value as compared to prices of similar real properties on the local market.	<p>The valuation of the real property shall be conducted by an independent and experienced expert. The expert's opinion should be verified by the PIU. The expropriated party should be granted a proper amount of time to become familiar with the expert's opinion. Should there be any doubts regarding the sufficiency of the due amount of compensation, the value of the real property should be estimated by an independent expert in the proceedings before the Governor.</p> <p>In all cases, the valuation has to indicate the value of compensation necessary to achieve the replacement cost for lost assets, without depreciation of assets.</p>
It is required to prepare a socio-economic survey and a LA&RAP as well as to monitor compensation measures, resettlement and life quality level restoration measures and evaluate the efficiency of all the above measures.	Provisions of Polish law do not account for an obligation to prepare a socio-economic survey or a LA&RAP as such. There is no obligation to monitor or evaluate their implementation either.	Socio-economic surveys and the LA&RAP are being prepared based on the LARPF, OP 4.12 and good practices.

In the case of Contract 3A.1- Construction of the Vistula embankments in Cracow one shall apply property obtainment mechanisms given in the Special Flood Act and in the CC (in reference to remnants).

In accordance with provisions of the Special Flood Act permanent acquisition is established under the expropriation procedure. In each case it shall be a priority for the Investor to reach an agreement with PAP on the conditions for property acquisition (compensation form, time of taking the property over, use conditions after the issuance of IPIP, etc.). After the issuance of IPIP – based upon an opinion of independent assessor – negotiations on the compensation value shall be performed. In case of the properties expropriated based upon the Special Flood Act, if the undertaken negotiations would fail to establish the compensation amount within 2 months from the day IPIP becomes final, the amount of compensation shall be determined in a decision of the Małopolskie Governor based upon appraisal reports prepared by a certified valuer assigned by the Governor.

The former owner receives a price for the real property corresponding to the actual damage and therefore the adverse impact of the real property ownership loss on their financial standing shall be mitigated.

The range and final locations of temporary acquisition shall be determined after the selection of the Contractor. The Contractor negotiating the conditions of a temporary acquisition of real property shall follow the principles set out in this LA&RAP (this process will take place on a voluntary basis). All temporarily acquired real properties shall be restored to their original state.

The PIU and the Consultant shall monitor negotiations and agreements between the Contractor and the Land Owner to ensure agreements are fair and beneficial to the land owner. The PIU will monitor restoring the land to its original condition or such indicated in the agreement to assure meeting that requirement by the Contractor.

As for the potential temporary acquisition, which final scale cannot be determined at this stage of advancement of the Contract, the Contractor shall conclude voluntary agreements with the owners of land in which the rules of the temporary land making available for Contract purposes by the owners shall be specified. In any case, the owners of the property subject to permanent acquisition and temporary acquisition shall be effectively informed about the planned Contract and the rights vested in them. The template agreement for temporary acquisition was attached as the Appendix no. 9.

Taking over or temporary acquisition of the property shall take place primarily through consultations with those persons, familiarizing with their expectations and to present the further course of action to them.

8.4 VALUATION PRINCIPLES¹³

The owner or holder of perpetual leasehold rights of a real property or its part which is a part of a flood protection Contract and is necessary for Contract implementation is entitled to compensation for the transfer of ownership of the real property to a local government entity.

In all cases, the compensation must correspond to the replacement value of the property, which means amount needed to replace an asset without taking into account depreciation of the asset because of its age, condition or any other factor. This is usually based on the market value of the property and assets related to it (e.g. planting), plus transaction costs necessary for the restoration, such as tax and charges, and costs of moving the assets to a new location. Compensation is determined on the basis of a valuation by a valuer and, if necessary, by a team of valuers (e.g. one including an agricultural expert).

According to OP 4.12, with regard to real properties and facilities, “replacement value” is defined as follows:

- a) for agricultural lands, it is the pre-project or pre-displacement (whichever is higher) market value corresponding to the market value of a land with a comparable productive potential and use located in the vicinity of the land acquired for the Contract, plus the cost of preparing the land for the functions similar to those of the land acquired for the Contract, plus transaction costs;
- b) for real properties in urban areas, it is the pre-displacement market value, or the value of compensation required to obtain the replacement cost for lost assets (with consideration of the benefit rule) or

¹³ Contents of the Chapter are consistent with LARPF.

replacement cost (whichever is higher) corresponding to the value of a land with a comparable size and use, with similar or improved access to public infrastructure facilities and services and located in the vicinity of the acquired real property, plus transaction costs;

c) for houses and other facilities, it is the market value, or replacement cost without devaluation (whichever is higher), or the value of compensation required to obtain the replacement cost for lost assets (with consideration of the benefit rule), of the materials to be built in new houses and facilities replacing the project affected houses and facilities, with the amount and quality similar to or better than those of the expropriated or partially project affected houses and facilities, plus: the costs of transporting the materials to the construction site, construction employee remunerations, transaction costs, fees and taxes related to the implementation of the new facilities.

The real properties expropriated for the purposes of Contract implementation shall be governed by the principles indicated above in letter a) and b) as well as to a limited extent letter c) (for this contract there are no residential buildings located within the splitting lines of the Contract).

In determining the replacement value, depreciation of the asset and the value of salvage materials are not taken into account, nor is the value of benefits to be derived from the Contract, deducted from the valuation of a contract affected asset. Where Polish law does not provide for the necessity of compensation at a replacement value, compensation is supplemented by additional measures so as to meet the replacement value standard, such as support after displacement throughout a transition period based on a reasonable estimate of the time necessary to restore the quality of life (including means of support), etc. Such a proceeding assures implementation of compensation in compensation standard according to the replacement value.

The compensation is vested in the amount agreed between the Investor and the former owner, perpetual user or a person, who has a limited real right to the property, from the State Treasury or a unit of local authorities, respectively. The amount of compensation determined in the Governor's decision on determining the amount of compensation will be indexed as of the day of payment of the compensation.

NOTE:

The valuation methods are defined by a legal act in the form of a regulation: the Regulation of the Council of Ministers of September 21, 2004 on real property valuation and appraisal study preparation (Journal of Laws No. 207, item 2109, as amended). This act contains details concerning methods and techniques of estimating the amount of compensation.

8.4.1 Real property valuation¹⁴

The market value of real property is a basis for establishing the compensation value. While ascertaining the real property market value, the following factors in particular are taken into consideration: type, location, manner of use and purpose, existing technical infrastructure, overall condition and current market prices. The real property market value is determined based on its current manner of use if the real property purpose compliant with the Contract objective does not increase the real property value. If the data from the local or regional real property market allow the valuer to ascertain the real property market value, they shall apply one of the market approaches, i.e. the sales comparison approach, the income capitalisation approach or the combined approach. Should the real property purpose in accordance with the expropriation purpose increase the real property value, its market value shall be ascertained according to the alternative use resulting from that new purpose. If the data from the local or regional real property market do not allow the valuer to ascertain the real property market value, they shall ascertain the replacement value of the real property.

If the previous owner or perpetual user of the property under IPIP would hand this property over or would hand the property over and empty the building and other rooms not later than 30 days from the day of:

- delivery of the notice of issuing of the IPIP decision,

¹⁴ Contents of the Chapter are consistent with LARPF.

- delivery of decision to order immediate enforceability on the IPIP decision,
- the date on which the IPIP decision became final,

the amount of compensation shall be increased by the amount equal to 5% of the property value or value of perpetual usufruct right, based upon rules determined in the special flood act.

8.4.2 Valuation of plantings and crops¹⁵

The valuation of tree stand or tree cover, if the tree stand includes usable resources, shall involve the valuation of timber in the tree stand. If the tree stand includes no usable resources or if the value of obtainable timber is exceeded by the costs of reforestation and maintenance of the tree stand, the valuation concerns the costs of reforestation and maintenance of the tree stand until the date of expropriation.

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

The valuation of crops, cultivations and other yields of annual plants involves the estimation of the expected yield according to the current market prices, reduced by the value of necessary expenditures related to the collection of the yields.

NOTE:

In the event of delay in the payment of compensation as provided for in Article 21(12) of the special flood act, it shall be adjusted on the date of payment.

¹⁵ Contents of the Chapter are consistent with LARPF.

9 Eligibility criteria and catalogue of beneficiaries

9.1 ELIGIBILITY CRITERIA¹⁶

According to the policy of the World Bank, the following groups of people are eligible for compensation and assistance in connection with real property acquisition resulting in loss of assets and (physical or economic) displacement:

- a) those who have a formal legal title to the land or other project affected assets (including customary and traditional rights);
- b) those who do not have a formal legal title at the time the census begins but have a claim to the land or assets, provided that such claims are recognized under the laws of the country or become recognized during the works on the LA&RAP;
- c) those who have no legal title or claim to the real property they are acquiring.

Persons included in paragraph (a) or (b) above should receive compensation for the land they lose, as well as other assistance. Persons included in paragraph (c) should be provided with resettlement assistance in lieu of compensation for the land they acquire, and compensated for any assets added to the property, as well as other assistance, as necessary, to achieve the objectives of OP 4.12, if they acquire the Contract implementation area prior to the cut-off date (in that case it is the day of completing the socio-economic survey). 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 included in paragraph (a), (b) and (c) are provided with compensation for loss of assets other than land.

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

Persons who use real properties without a legal title in Poland are aware of the illegality of their actions in light of Polish law.

The manner of estimating the impact on the PAP was described in chapter 6.1. Social impact.

9.2 CATALOGUE OF BENEFICIARIES¹⁷

Eligibility for compensation and assistance shall be determined according to the following principles:

- PAP being legal possessors of real property in the Contract area shall receive full compensation with the priority given to the rule of “land for land”;
- PAP being lessees, tenants, life estate holders and other dependent possessors of real property in the Contract area shall receive full compensation, at replacement cost value, for the loss of these rights (value of compensation required to obtain the replacement cost for lost assets),
- PAP being possessors of limited property rights in real property shall receive full compensation for the loss of these rights,
- owners of cultivations, plants, structures and other constructions related to the land shall receive compensation for those cultivations, plants, structures and constructions (value of compensation required to obtain the replacement cost for lost assets);
- PAP who lose their revenue, salaries or ability to run business activity in relation to Contract implementation shall receive adequate compensation and, if necessary, a package of adequately selected protective measures, there are no such cases in this Contract; PAP being illegal possessors of real property in the Contract area who have no legal title and no expectancy right to obtain a legal title to the real property shall receive no compensation for the expropriation from the real property, as that is not possible under Polish law. However, those persons shall receive compensation for plants and constructions owned by them and, if necessary, a package of specially selected protective measures to restore or improve their quality of life shall be prepared for them.

¹⁶ Contents of the Chapter are consistent with LARPF.

¹⁷ Chapter is consistent with LARPF.

PAPs shall be entitled to receive compensation for the following categories of impacts/losses:

- **Permanent loss of property** – (828, including 505 properties of natural persons) where possible and where the PAP express such will, the loss shall be compensated in the form of “land for land” (10 properties) by way of granting a real property of a similar value, location and functions as the expropriated real property. If finding a real property that meets the criteria of adequate compensation is not possible, the PAPs do not express their will to receive compensation in the form of “land for land”, or only a small part of the plot is subject to acquisition, the compensation shall be paid in cash and correspond to the market value of the expropriated real property or its part. In addition, for an immediate release of the real property it shall be possible to increase the compensation by an amount corresponding to 5% of the value of the expropriated real property under the terms of the Special Flood Act. PAPs not being owners or holders of perpetual leasehold rights, but having a legal title to the property (e.g. lessees, tenants) shall receive compensation corresponding to the value of the expropriated rights. On the request of the PAP, the Investor may take over the entire real property and compensate for the acquisition of that real property according to the abovementioned principles. At this point owners of 7 properties have expressed intent for the purchase of remnants. This number may yet change. Any and all transaction costs, including taxes related to the granting of compensation for expropriation, shall be covered by the Investor. PAPs being illegal possessors of real properties in the Contract area (having no legal title) shall receive no compensation for the expropriation from the real properties, as that is not possible. However, those persons shall receive compensation for plants, plantings and constructions owned by them and, if necessary, a package of protective measures to restore or improve their quality of life;
- **Permanent restriction in the current use of a real property** – 68 properties owned by legal persons, including 2 properties of natural persons, it shall, as a rule, be compensated in cash, taking into account the loss of the real property market value (detailed are described in 8.2.2). On the request of the PAP, the real property to be affected by a permanent restriction in the current use shall be expropriated and the PAP shall receive compensation under the terms applicable to a permanent loss of the real property;
- **Indication of an obligation to redevelop the existing land utilities in the IPIP decision (108 properties**, including 49 properties of natural persons) - compensation for temporary acquisition of the land and potential impairment of the real estate will be determined on the base of an appraisal report prepared by an independent property appraiser.
- **Non-residential buildings and structures (fences, technical infrastructure etc.)** (the Building Design includes the demolition of 2 usable buildings and the demolition and reconstruction of fences) – as a rule, owners and users of these buildings and structures are compensated on the basis applicable to a permanent loss of the real property. Within the framework of protective measures, the Investor shall propose reconstruction of infrastructure networks or reconstructions of fences (and, where appropriate, of structures and buildings) at the Investor’s expense;
- **Loss of plantings** – compensation for lost plant components (plantings, trees, etc.). shall be compensated in cash, taking into account the costs of planting and caring for the plantings, and also the value of the lost benefits between the expropriation date and the end of the complete harvest. Persons entitled to compensation for those elements of the land are both those holding a title to the property and those holding an autonomous title. Those elements will be valued in estimated reports to be prepared by independent property appraisers;
- **Particularly vulnerable groups** shall be covered by a specially selected package of protective measures adjusted to their needs within the compensation (a schedule of measure implementation in this scope shall be determined individually). Poor persons will be offered assistance in obtaining additional institutional support from government agencies, local government agencies and from relevant NGOs (in the course of socio-economic research, one person was identified as a vulnerable person). It is an elderly, disabled person. From the information obtained, it appears that this person does not reside in the place designated by the EGiB and expressed a wish to obtain pecuniary compensation during the survey. This person is informed on an ongoing basis, by phone, of all actions taken by the Investor. In the course of the proceedings conducted by the Governor in order to issue the IPIP decision, the person concerned raised objections to the division of one’s property. This case was analyzed and the answer was officially given, unfortunately the technical

requirements do not allow to change the dividing lines (occupancy of 104 m², accounting for 3.57% of the initial area of the plot and does not limit its further use). This person plans to rebuild a house located on the property in question for the compensation received. In the case of this person, activities related to obtaining institutional support were planned. Furthermore, that person will be granted assistance in connection with them having reported that the person obtains subsidies in accordance with the description in section 8.2.5 and social assistance institutions responsible for allocation of social housing will be notified of that person's situation.);

- **Temporary real property acquisition** shall be compensated in cash through the payment of monthly amounts corresponding to market prices of tenancy or lease of the real property. Moreover, if the PAP incurs a loss due to the temporary real property acquisition, the loss shall be compensated separately according to the abovementioned principles. After the completion of construction activities, all real properties shall be restored to their original state or such agreed in the agreement;
- **Damage to houses, buildings and structures due to construction works (e.g. vibration, accidents, etc.)** shall be compensated according to their nature in order to make the restoration of the full substance of the affected object or the purchase of a new one possible. Depending on the situation, appropriate rules of compensation payment for the above impacts shall be applied.

A detailed catalogue of people entitled to compensation is included in Appendix no. 2 to this LA&RAP.

9.3 ELIGIBILITY MATRIX¹⁸

Impact/losses	PAP determination	Compensation
Permanent loss of property	Owners, holders of perpetual leasehold rights, owner-like possessors of real properties	<ul style="list-style-type: none"> • compensation in the form of “land for land”, • if compensation in the form of “land for land” is impossible or unwanted, cash compensation (value of compensation required to obtain the replacement cost for lost assets) • coverage for all transaction costs
	Illegal holders of real properties	<ul style="list-style-type: none"> • no compensation for real property loss
	Owners of an easement, a mortgage or a lien on the real property – 0 (number in this category)	<ul style="list-style-type: none"> • cash compensation for lost rights (e.g. easements or mortgages established on the property) • owners of land easements: assistance in finding a solution allowing them to use the real property owned by them (and superior to the expropriated real property), e.g. in the form of a different road necessary to have access to the real property • coverage for transaction costs
	Illegal owners of easements	<ul style="list-style-type: none"> • illegal owners of easements: assistance in finding a solution allowing them to use the real property by them (and superior to the expropriated real property)
Permanent and temporary restriction in using real properties	Owners, holders of perpetual leasehold rights, owner-like possessors of real properties	<ul style="list-style-type: none"> • cash compensation for the losses related to the restriction in using real properties • coverage for transaction costs • offering institutional support and counselling in the scope of the possibilities of using the real property in another manner
	Illegal holders of real properties	<ul style="list-style-type: none"> • offering institutional support and counselling in the scope of the possibilities of using the real property in another manner
	Illegal owners of easements	<ul style="list-style-type: none"> • assistance in finding a solution allowing them to use the real property owned by them (and superior to the expropriated real property)
Non-residential buildings and structures (fences, technical infrastructure etc.)	Owners, holders of perpetual leasehold rights, owner-like possessors of buildings and structures	<ul style="list-style-type: none"> • cash compensation, amounting to the replacement value of lost assets (value of compensation required to obtain the replacement cost for lost assets) • relocation or reconstruction of lost assets
	Users	<ul style="list-style-type: none"> • cash compensation, amounting to the replacement value of lost assets (value of compensation required to obtain the replacement cost for lost assets); • relocation or reconstruction of lost assets
	Illegal owners of buildings and structures	<ul style="list-style-type: none"> • cash compensation, amounting to the replacement value of lost assets (value of compensation required to obtain the replacement cost for lost assets) • relocation or reconstruction of lost assets
	Lessees and tenants of buildings and structures	<ul style="list-style-type: none"> • cash compensation, amounting to the replacement value of lost assets (value of compensation required to obtain the replacement cost for lost assets) • relocation or reconstruction of lost assets

¹⁸ Chapter consistent with LARPF.

Impact/losses	PAP determination	Compensation
Loss of plantings	Owners, holders of perpetual leasehold rights, owner-like possessors of real properties - the number will be established at the stage of issuing the IPIP decision and drafting of the appraisal study	<ul style="list-style-type: none"> • cash compensation, taking into account the costs of planting execution and maintenance as well as lost yield • making it possible to collect the yield
	Users the number will be established at the stage of issuing the IPIP decision and drafting of the appraisal study	<ul style="list-style-type: none"> • cash compensation, taking into account the costs of planting execution and maintenance as well as lost yield • making it possible to collect the yield
	Lessees and tenants	<ul style="list-style-type: none"> • cash compensation, taking into account the costs of planting execution and maintenance as well as lost yield • making it possible to collect the yield
	Illegal holders of real properties	making it possible to collect the yield
Communal property	Commune	<ul style="list-style-type: none"> • restoration or replacement of destroyed facilities based on the agreement reached with the municipalities
Temporary real property acquisition	Owners, holders of perpetual leasehold rights, owner-like possessors of real properties	<ul style="list-style-type: none"> • cash compensation or compensation in a different form agreed with the entitled party, • restoration of the real property to its original state or such indicated in the agreement
	Illegal holders of real properties	restoration of the real property to its original state or such indicated in the agreement
	Lessees and users of the real property	<ul style="list-style-type: none"> • cash compensation or compensation in a different form agreed with the entitled party, • restoration of the real property to its original state or such indicated in the agreement

Details concerning the eligibility of people entitled to compensation are included in Appendix no. 2 to this LA&RAP.

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10 Social consultations and public participation

In relation to obtaining a loan from the World Bank's funds and the necessity of implementing the resettlement process principles stemming from the requirements of OP 4.12, the Investor has taken actions aiming at engaging the society in LA&RAP development and implementation. Society engagement is treated as a continuous process, correct implementation of which is anticipated to enable mitigation of risks related to a potential social conflict for the Contract.

So far, the local community was informed about the planned Contract by notices, posted on the websites of the Regional Director for Environmental Protection (on the ED issuance stage), the Marshal Office in Cracow (on the water-law permit issuance stage), individually at setting the designed boundaries for land splitting on site out, and as is customary, on publicly available bulletin boards in towns where the Contract will be implemented. The local community was informed about the fact the PIU filed an application for the issuance of a decision on environmental conditions, about conduction of that proceeding, and for the issuance and the possibility of appealing against the subject decision, and about the issuance of the decision on environmental conditions and the possibilities to appeal against the decision.

The local community (PAPs) shall be informed about initiate the issuance of IPIP proceedings, about the fact of issuing the IPIP, and on a possibility of appealing against the IPIP.

In the beginning of February 2018, the Consultant informed private owners of the acquired properties in writing about the planned socio-economic survey to be conducted in February/March 2018. In its correspondence, the Consultant explained the validity of the planned survey, main objective of which was to determine the impact of the planned Contract on the quality of life of households of the owners of expropriated properties. During the socio-economic research PAPs were informed about the planned Contract and about the rules and rights pertaining to the acquisition of the properties.

Due to intended relocation of a historic shrine from the embanked area at Pod Wierzbami Street, two meetings with inhabitants of Przewóz Estate were held in the 2nd half of 2016. The inhabitants voted and provided their will to the Precinct Council, which in turn resulted in a resolution of Podgórze Precinct Council, which provided a positive opinion on leaving the shrine within the embanked area. The location of the shrine was only modified due to the planned construction works.

Table 3. Initial identification of stakeholders participating in public consultations, units affecting the development and implementation of LA&RAP.

External stakeholder	Type of impact on LA&RAP
Relevant Minister	1. Consideration of the appeal against IPIP 2. Consideration of the appeal against the decision establishing compensation amounts
Regional Director for Environmental Protection in Cracow	1. Issuance of the ED.
Małopolskie Province Marshal	1. Issuance of the water-law permit.
Małopolskie Governor	1. Issuance of IPIP 2. Issuance of the decision establishing compensation amounts
Mayor of Cracow	1. Support in identification of local society's needs 2. Direct participation in public consultations
Prefect of Cracow	1. Support in identification of local society's needs 2. Direct participation in public consultations
Commune Administrator of Wieliczka	1. Representation of the Wieliczka Commune as a unit to be expropriated 2. Informing PAPs on public consultations 3. Direct participation in public consultations
City Council of Cracow and Community Council of Wieliczka	1. Representation of the City/Community, as above, as a unit to be expropriated 2. Informing PAPs on public consultations 3. Direct participation in public consultations
Village Administrators	1. Informing PAPs on public consultations 2. Direct participation in public consultations
Units to be expropriated	1. Determination of needs and of damage suffered due to the planned

External stakeholder	Type of impact on LA&RAP
	expropriation 2. Selection of indemnity and compensation forms 3. Direct participation in public consultations 4. Participation in an inventory
Citizens of Cracow and inhabitants of the Wieliczka Commune	1. Direct participation in public consultations

Public consultations on the draft LA&RAP

After the completion of works on the draft LA&RAP and the World Bank's acceptance for the commencement of the public disclosure procedure on its basis, the document was subject to public consultations conducted in accordance with the requirements of the World Bank's operational policy (OP 4.12), the purpose of which was to enable individuals, institutions and all interested parties to become familiar with the content of the document and to ensure the possibility to submit any comments, questions and conclusions to its content.

In accordance with Operational Policy OP 4.12, the public disclosure of the draft Land Acquisition and Resettlement Action Plan commenced on October 1, 2019, when an announcement was published in the Polish Journal of Laws (a local journal). The announcement invited individuals, authorities and interested institutions to inspect the draft LA&RAP for the Contract 3A.1 (the Contract is comprised of two Works Contracts/Tasks: 3A.1/1 – Construction of Vistula embankments in Cracow – Section 1, Section 2 and 3A.1/2 – Construction of Vistula embankments in Cracow – Section 3).

Each interested party could familiarize oneself with the draft LA&RAP between October 1, 2019 and October 21, 2019 (inclusive) (with the paper version) displayed for inspection at the office of:

- State Water Holding Polish Waters, Regional Water Management Authority in Cracow (PGW WP RZGW in Cracow), Marszałka Józefa Piłsudskiego Street, 31-109 Cracow, at working days from 9:00 a.m. to 2 p.m.,
- Odra-Vistula Flood Management Project Coordination Unit (PCU OVFMP), 5 Morawskiego Street, 30-102 Cracow, working days from 7:30 a.m. to 3:30 p.m.,
- OVFMP Project Office, AECOM Polska Sp. z o.o., 1. Pokoju Alley (building K1 – 4th floor), 31-548 Cracow, working days from 7:30 am to 3:30 pm.

or with the electronic version of the document published on a publicly accessible website:

- PGW WP RZGW in Cracow at - www.krakow.rzgw.gov.pl,
- PCU OVFMP at – www.odrapcu.pl,
- Cracow City Office at – www.bip.krakow.pl,
- District Prefect in Cracow at – www.powiat.krakow.pl
- Town and Commune Office of Wieliczka at – www.wieliczka.eu.

Each interested party could submit comments and motions concerning the draft LA&RAP in writing and orally to the protocol at the above-mentioned addresses or in electronic form to the e-mail address: jrp.krakow@wody.gov.pl from 01.10.2019 to 21.10.2019. (inclusive). The institution competent to examine the comments and motions was PGW WP RZGW in Cracow, the contact person: Ms Ewa Uczniak-Grzanka tel. +48 12 628 42 09 and Mr Rafał Sionko tel. +48 12 628 42 09.

Detailed information on the possibility of familiarizing oneself with this document and the possibility of submitting applications and comments (including contact details: telephone numbers, e-mail address, addresses of places where the draft document may be consulted, office hours) was published in the Announcement placed in the following places:

- at the website of PGW WP RZGW in Cracow at - www.krakow.rzgw.gov.pl, PCU OVFMP at - www.odrapcu.pl, Cracow City Office at – www.bip.krakow.pl and the District Prefect in Cracow in Kraków www.powiat.krakow.pl; Town and Commune Office of Wieliczka at – www.wieliczka.eu;
- in local press – Dziennik Polski;
- on the notice boards in the office of PGW WP RZGW in Cracow, in the office of PCU OVFMP in Cracow, in the Cracow City Office and the District Prefect in Cracow, the Town and Commune Office of Wieliczka,
- as well as on notice boards in places visited by the local community, such as family allotment gardens, the Podgórze Cultural Centre, a chapel and a bus stop in Brzegi;
- announcements were also published on the Facebook page of the Councilor of Cracow and on the website of the Town Office of Wieliczka.

The above-mentioned notice also provides information on the possibility of participating in open meetings and discussions for all interested persons, organizations and institutions planned for October 22 and 23, 2019 (including the place, date and time of the meeting).

In addition, this information (personal invitations) was sent to public institutions interested in the implementation of the Project:

- District Prefect in Cracow
- Cracow City Office
- Cracow City Council
- Town and Commune Office of Wieliczka
- Town and Commune Council of Wieliczka
- Village Administrator of Brzegi
- Village Council of Brzegi
- District councils.

The public disclosure of the draft LA&RAP, officially started on October 1, 2019, ended after 21 days, on October 21, 2019. During the period of publication of the Land Acquisition and Resettlement Action Plan in the Consultant's OVFMP Project Office, 2 persons appeared (Councillor of the Podgórze district and a proxy of a commercial company which is the owner of real estate in the area covered by the Project). These persons familiarized themselves with the document made available for inspection and asked to provide fragments of maps concerning their properties together with information on technical solutions (these documents were issued to interested parties and technical issues were clarified by the Designers). In addition, the District councilor contacted by phone with questions about technical solutions in her district, an electronic question form was sent to her and it was agreed at the request of the councilor that she would write down all the questions and ask for their clarification during the debate scheduled for 21.10.2019. PGW WP RZGW in Cracow and OVFMP/PCU did not receive any questions or applications, either by e-mail or telephone, or they were not submitted personally to the Office of PGW WP RZGW in Cracow or OVFMP/PCU Office. However, an interest was noted in this document, which was made available for inspection in electronic form. Downloads of files from the websites indicated in the notice were observed.

An open meeting for the public for public consultations regarding the Land Acquisition and Resettlement Action Plan for the Contract 3A.1 Construction of Vistula embankments in Cracow implemented as part of the Odra-Vistula Flood Management Project took place in the places located near the place of residence of persons affected by the Project (on the right and left bank of the Vistula River at the height of the planned sections of embankments to be reconstructed):

- October 22, 2019 at 3:00 p.m. in the Conference Room of the Hotel Centrum and

- October 23, 2019 at 2:00 p.m. at the Podgórze Cultural Centre.

MEETING OF 22.10.2019 in the Conference Room of the Centrum Hotel, oś. Centrum E12, Jana Pawła II Avenue, Cracow, Poland

18 persons attended the meeting in the Conference Room of the Hotel Centrum on 22.10.2019. (Tuesday) (1 person did not sign the attendance list), among the participants was a representative of the Governor of Małopolskie, two representatives of the local government (District council). The meeting was also attended by representatives of units directly involved in the implementation of OVFMP: Project Implementation Offices from PGW WP RZGW in Cracow, OVFMP Project Coordination Unit and the Engineer – Consultant Team (including: Project Manager, 2 Designers and the Properties Team).

MEETING ON 23.10.2019 in the Podgórze Cultural Centre Klub Przewóz, ul. Łutnia 1, Kraków

25 persons attended the meeting at the Podgórze Cultural Centre on 23.10.2019. (Wednesday), among them were representatives of units directly involved in the implementation of OVFMP: Project Implementation Office from PGW WP RZGW in Cracow, OVFMP Project Coordination Unit and the Engineer – Consultant Team (including: Project Manager, 2 Designers and the Properties Team).

During the meetings (open to everyone interested in the Project implementation), during the public discussion, each participant could submit oral and written comments on the draft LA&RAP to the report. During the meeting, a number of questions were asked about the said Contract 3A.1 as well as other tasks related to the provision of flood protection, those already completed and those planned to be implemented, including one of the Contracts to be implemented also within OVFMP. No additional questions or comments were asked about Contract 3A.1 that would require time to be answered. Questions about Contract 3A.1 asked during the meeting concerned in most cases the issues described in detail in the LA&RAP document, they were discussed and clarified during the meeting and do not require supplementing the draft LA&RAP.

All meeting participants were provided with information brochures on compensation and appeal procedures, including contact details of the Investor and Consultant with telephone numbers where further information can be obtained. The brochure also contains addresses where one can obtain access to both the technical documentation and the paper version of the final version of the LA&RAP and other information that PAPs would be interested in. PAPs were also encouraged to take more copies of the brochure and hand it over to its neighbors.

At the meeting there were also forms available to ask questions. Each participant was asked to sign up to the attendance list with his/her contact details (if he/she agrees to provide such information). It was also informed that the data will be covered by personal data protection and used only and exclusively for the purpose of Contract 3A.1.

A report was drawn up from the meeting, sent to the World Bank. The report constitutes attachment No. 7 to the on the LA&RAP document.

The final LA&RAP document, after obtaining the WB's no-objection will be made available to interested parties, i.e. posted on the website and will remain there until the completion of the Contract. All updates of the LA&RAP document will also be available for interested parties on the PIU's and OVFMP's websites.

11 The complaint management mechanism

This LA&RAP assumes a principle stating that the PIO shall take any and all action aimed at settling the complaints concerning the Contract (including ones notified during the designing works) amicably. The complaint management mechanism is diversified to integrate it with the administrative procedures binding for various stages of Contract preparation.

11.1 THE GENERAL COMPLAINT AND MOTION MANAGEMENT MECHANISM

The general complaint and motion management mechanism shall be applied to the following complaints and motions:

- a) those submitted during the social consultations concerning this LA&RAP draft;
- b) those submitted prior to the Investor's application on the IPIP,
- c) those submitted during the proceeding on the IPIP or on the decision establishing the amount of compensation directly to the Investor,
- d) those submitted after issuing the decision determining the amount of compensation for the expropriated real property,
- e) Those submitted during design works ,
- f) submitted directly to PIO, PCU, PGW WP or other entity acting on behalf of PAPs.

Concerning this mechanism, the primary principle adopted by the Investor is giving everyone the right to submit a complaint or motion concerning the Contract, regardless of the fact if their real property, rights or assets are situated in the area intended for Contract implementation or not.

Submitting complaints or motions is not subject to fees. Furthermore, the person filing a complaint or motion may not be exposed to any damage or allegation on account of such submission.

Complaints and motions may be provided in written, electronic, phone and oral form to the minutes. They may be submitted directly to the headquarters of:

PGW WP RZGW in Cracow, mailed to the address (22. Marsz. Józefa Piłsudskiego Street, 31-109 Cracow)

or via e-mail to: jrp.krakow@wody.gov.pl.

Complaints and motions shall be archived by the PIO in a separate register, with the dates of their submission, dates of providing answers and the method of resolution.

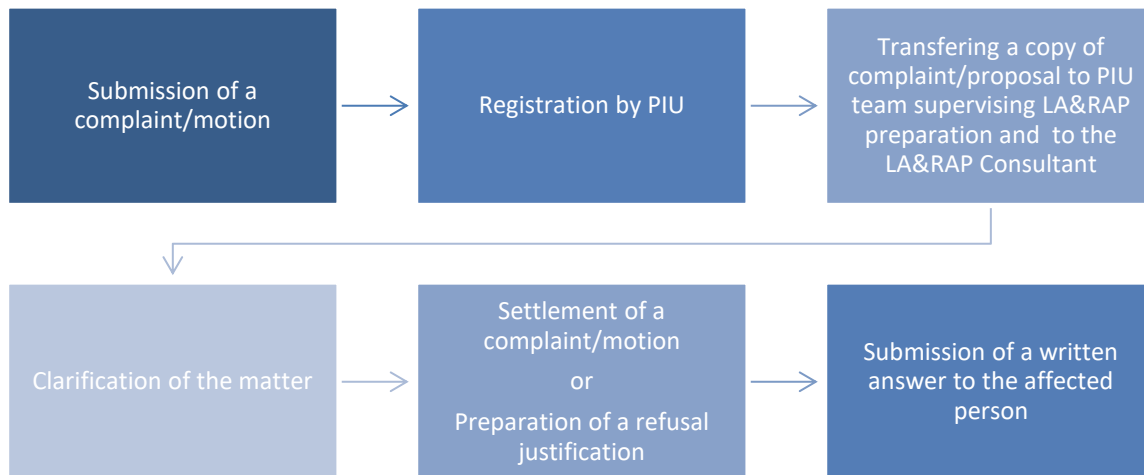
The complaint or request shall be reviewed immediately, which means that an official notice of how the complaint or request will be handled must be given to the party without undue delay. Such a notice shall include the identification of the entity from which it originates, an indication of how the complaint has been handled and a signature stating the name, surname and official position of the person authorized to handle the complaint or request.

In particularly complex cases as well as in cases where the examination of the complaint or motion requires introducing changes to the LA&RAP, the term allowed for answering a complaint or motion shall be extended to 30 days. If this term is too short, the party shall be notified of the cause for not receiving a subject matter answer to the party's complaint/motion on time; the term of providing such an answer shall also be stated.

In the case of a refusal to settle a complaint, the person submitting the complaint or motion shall be informed in an exhaustive manner about the causes for the refusal.

A diagram of the general complaint and motion management mechanism is presented below:

Figure 7 – Scheme of general mechanism for management of complaints and proposals



11.2 SPECIAL COMPLAINT AND MOTION MANAGEMENT MECHANISM

Special complaint and motion management mechanisms are directly connected with the IPIP issue proceedings as well as the determination of compensation for the lost right to the real property and related assets (e.g. civil profits, appurtenance or devices and machines unfit for use in a different location).

They shall be applied during the proceeding on issuance of IPIP, negotiation on determination of compensation done after the issuance of IPIP, during the proceeding on the issuance of a decision establishing the compensation amount by the Małopolskie Governor, and in appeal and court proceedings associated with the IPIP and with the compensation.

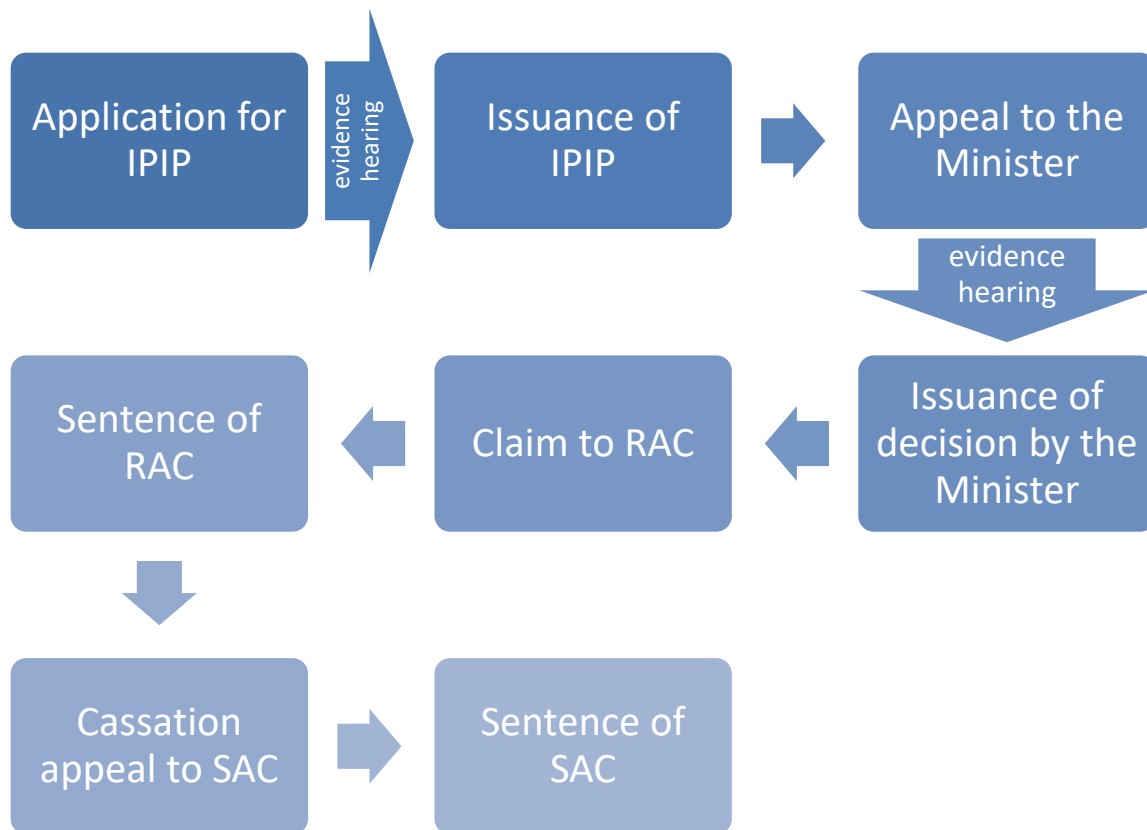
People whose properties are located within the Contract implementation area remain the parties of proceedings on the issuance of IPIP. They have a right to participate in the proceeding on the issuance of IPIP without fees, including submission of related remarks and motions directly to the Małopolskie Governor. One shall note that remarks and motions submitted during the proceeding not always require answering by the Investor. In case an answer would be required, the Investor shall immediately provide its standpoint and submit it to the Małopolskie Governor. Answers of the Investor shall be transferred to the parties by the Małopolskie Governor.

In case the parties would not be satisfied with a decision issued by the Governor, they shall be entitled to appeal to the competent minister. All statements, applications, and evidence filed during the proceeding before the minister would need to be accepted by him/her and included at the issuance of the decision.

In case the parties would not be satisfied with the minister's decision, the parties would have a right to claim to the Regional Administrative Court in Cracow. That court would check if the governor and the minister have properly and reliably performed the proceeding, including consideration of remarks, applications, and evidence provided by the parties of the proceeding. In accordance with valid provisions, the claim is subject to a court fee of PLN 500. Furthermore, the losing party is obliged to return the court costs to the other party.

In case the sentence of RAC would not be satisfying for the party, it has a right to cassation appeal to the Supreme Administrative Court. That court would verify not only the correctness and legitimacy of the proceeding done by the governor and by the minister, but also the sentence of RAC. The cassation appeal is subject to a fee of PLN 250. Furthermore, the losing party is obliged to return the court costs to the other party.

Figure 8 – Claim management mechanism on the IPIP stage



After obtaining the final IPIP, negotiations – undertaken upon the Investor’s initiative – on the amount of compensation and on the acquisition of the properties shall be done with people who lost their rights to the properties or assets (e.g. civil fruits, belongings or facilities and machines, which cannot be used in a new location). Reservations raised by the Parties on the stage of negotiations shall be archived in negotiation meeting memos.

In case of the properties expropriated based upon the IPIP, memos and other documents exchanged by the parties during the negotiations shall be handed over to the Małopolskie Governor, if an agreement on compensation would not be achieved. Those documents, along with the estimate study, shall remain a basis for issuance of a decision establishing the compensation amount.

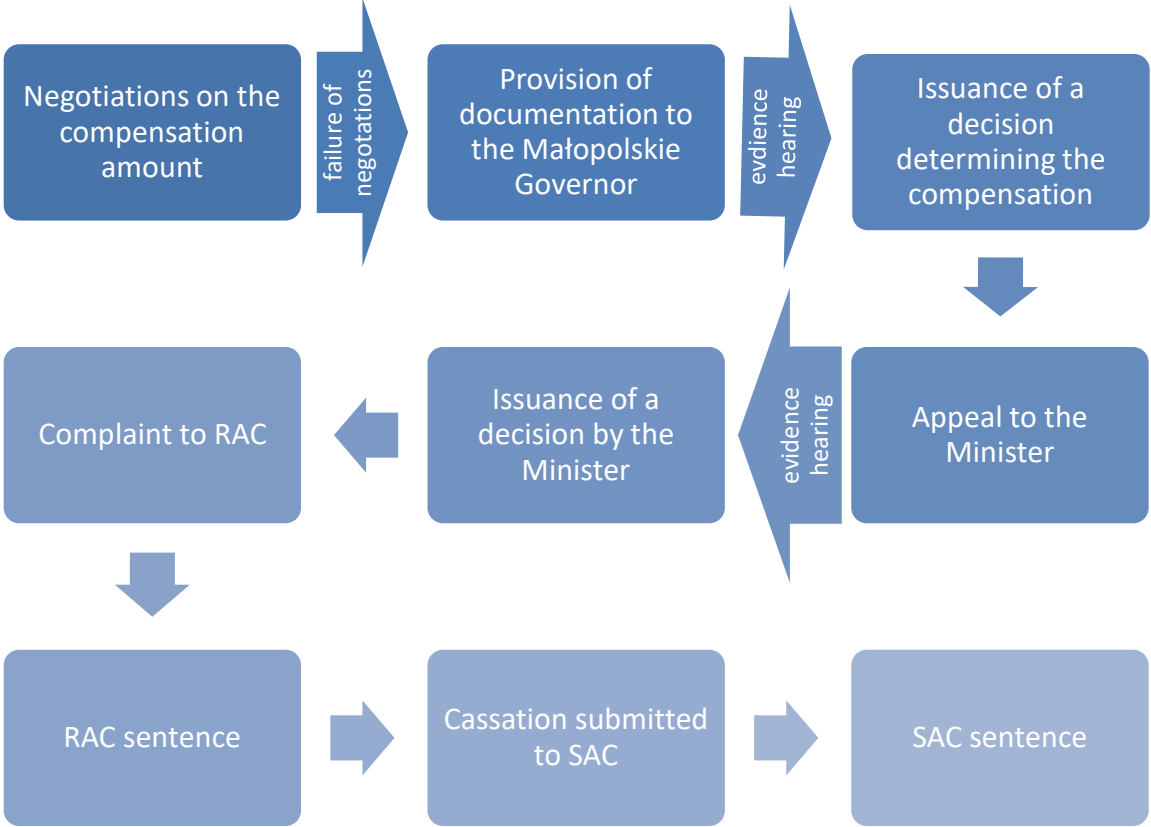
PAPs’ rights in the proceedings concerning the issue of the decision determining the amount of compensation are analogous to those in the IPIP proceedings. It means that the PAPs have the right to actively participate in those proceedings free of charge, submit remarks and motions, appeal against the decision issued by the Governor, and submit a complaint about the appeal decision issued by the relevant Minister to the relevant Regional Administrative Court and then - to the SAC. However, unlike in the proceedings concerning the IPIP issue, a complaint to the RAC about the decision determining the amount of compensation is subject to a proportional court fee which depends on the due amount of money covered by the decision which is appealed against and equals:

1. up to PLN 10,000 – 4% of the complaint subject value, but no less than PLN 100;
2. over PLN 10,000 up to PLN 50,000 – 3% of the complaint subject value, but no less than PLN 400;
3. over PLN 50,000 up to PLN 100,000 – 2 % of the complaint subject value, but no less than PLN 1,500;
4. over PLN 100,000 – 1% of the complaint subject value, but no less than PLN 2,000 and no more than PLN 100,000.

The court fee for cassation to the SAC equals a half of the court fee for the complaint to the RAC, but no less than PLN 100.

If PAPs are unable to incur the court costs, they are entitled to request to waive the obligation to incur the court costs.

Figure 9 - The complaint management mechanism on the stage of issuing a decision determining the compensation amount (after issuance of IPIP after it becomes final)



11.3 THE SUBMISSION MECHANISM OF COMPLAINTS AND MOTIONS CONCERNING THE IMPLEMENTATION OF THE CONTRACT

The mechanism of submitting complaints and motions concerning the construction and assembly works conducted by the Contractor shall be implemented at the beginning of the whole process and shall be binding throughout the entire period of implementation, functioning and closure of the Contract.

11.3.1 Places where complaints and motions may be submitted

- A complaint or motion may be submitted by the party in one of the three following places:
1. Directly in the main Project office, which shall fulfil the function of a consultation point:
 AECOM Polska Sp. z o.o., Odra-Vistula Flood Management Project Office, 1. Pokoju Alley, Building K1, Cracow 31-548,
 Mrs. Marta Rak, phone +48 601 824 298 (Senior Resettlement and Technical Assistance Supporting Expert for Client, AECOM Polska Sp. z o.o.),
 Mr. Tomasz Jankowski, phone +48 505 028 137 (Properties Expert, AECOM Polska Sp. z o.o.),

2. Directly in the Employer's office:
PGW WP RZGW in Cracow
22. Marsz. Józefa Piłsudskiego Street
31-109 Cracow
+48 12 62 84 209 (Ms. Ewa Uczniak–Grzanka PGW WP RZGW in Cracow Chief Specialist,
Mr. Rafał Sionko PGW WP RZGW in Cracow Specialist)
3. Directly in the office on the construction site (the address of this office will be announced on the website of the Contract within 1 month before starting work).

In addition, complaints and motions may be submitted:

- via mail to the addresses, as above, or
- via internet:

Website: <http://www.krakow.wody.gov.pl>;

e-mail: jrp.krakow@wody.gov.pl

11.3.2 Terms of considering complaints and motions

Terms of considering complaints and motions:

- Proposed resolution: immediately, within 30 days of receipt of the complaint.

The principles referenced in section 11 concerning the consideration of complaints and motions are also binding upon this type of complaints.

The proposed complaint registration form is presented in Appendix no. 16.6.

11.3.3 Persons responsible for considering complaints and motions

Responsibility for reviewing complaints and requests lies with PIO personnel indicated by the PIO Manager.

11.3.4 Audits and an independent appeal mechanism

It is assumed that internal audits of the “complaint and motion mechanism operation” shall be conducted periodically (once in a half year) in order to assess the efficiency of the implemented system.

11.4 PERSONAL DATA PROTECTION POLICY FOR THE CONTRACT

The purpose of the rules below, applied for implementation of this Contract, is to ensure transparency, protection and safety of collection of personal data of the Project Affected Persons (PAPs).

11.4.1 Who is the personal data administrator

In accordance with Article 12 (1) and (2) of the general regulation on the personal data protection dated April 27, 2016, the personal data is administered by the State Water Holding Polish Waters with its registered office in Warsaw 00-844, 80/82. Grzybowska Street. It is responsible for using the data safely and in accordance with the valid law - especially in accordance with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 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.

11.4.2 Contact details for the personal data inspector

If you have any questions about the manner and scope of processing your personal data regarding the work of the PGW WP, as well as your rights, you can contact the Personal Data Protection Inspector at PGW WP using the address: iod@wody.gov.pl

11.4.3 Legal basis for processing

The legal basis for the processing of personal data is art. 6 par. 1 (e) of Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 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 connection with Article 3 of the Law of July 8, 2010 on particular conditions for preparing flood management contracts for implementation.

11.4.4 What personal data may be collected and for what purpose

Personal data is any information of personal character, allowing to identify a particular person. **PGW WP RZGW in Cracow** collects only such data as necessary for execution of the Contract carried out by **PGW WP RZGW in Cracow** (in this case it relates to execution of the Contract 3A.1 - Construction of the Vistula embankments in Cracow). Such data is processed solely to the extent provided for by PAPs, with their voluntary consent expressed with a relevant form and may include:

- a) data determining identity: full name and surname and date of birth,
- b) contact details: telephone number, address of registration and/or residence, e-mail address,
- c) data connected with payment of compensation for permanent acquisition of property, restriction in use: PESEL number, series and number of the identity document, parents' names, bank account number.

The consent to store and process personal data is voluntary, lack thereof may however prevent payment of compensations or information to PAPs about commencement of works and their progress.

PGW WP RZGW in Cracow stores current personal data of PAPs only, and should inform RZGW in Kraków of any changes to PAP data.

11.4.5 What personal data were obtained unless other than from a person who appear and from which source / sources

In order to identify owners / perpetual usufructs / of properties that will be subject to permanent acquisition or restriction in the use of **PGW WP RZGW in Cracow**, it obtained personal data from the Register of Lands and Buildings and the electronic system of Land and Mortgage Registers. The obtained data is:

- a) data specifying the identity: full name and parents' names (in those cases where they were indicated in the EGIB), Personal Identification (PESEL) number (in those cases where it was indicated in the MR),
- b) contact details: registered address (in those cases where they were indicated in the EGIB).

11.4.6 To whom personal data may be made available

PAPs' personal data may only be disclosed to:

- a) entitled public entities for the purpose of procedures they conduct, when **PGW WP RZGW in Cracow** is so obliged under relevant regulations and documents (e.g. a court summons, injunction order or another legal procedure),
- b) the agencies involved in execution of the Contract 3A.1 - Construction of the Vistula embankments in Cracow, only as far as necessary for performance of particular activities.

- c) postal operators, in order to inform the PAPs,
- d) representatives of the Consultant and lawyers in order to support the implementation of the Contract and compensation payments.

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

11.4.7 The rights of the person to which data applies

Each PAP has the right to:

- a) access his/her personal data and to update and correct it,
- b) delete his/her personal data ("right to be forgotten") or to move it to another data manager,
- c) limit the processing of one's personal data - some data may be marked as limited to processing in certain cases only,
- d) bring a claim concerning the processing of his/her data by **PGW WP RZGW in Cracow** to a relevant body supervising personal data processing, when PAP considers, that the processing of personal data infringes on the provisions of the general Regulation on the protection of personal data of April 27, 2016 (indicated above),
- e) withdraw consent, at any time, to process his/her personal data by **PGW WP RZGW in Cracow**.

PAPs' data will not be subject to automated decision-making processes (profiling).

11.4.8 Contact to the supervisory authority, to which you can bring a complaint

President of the Office for Personal Data Protection

2. Stawki Street

00-193 Warsaw

Tel. +48 22 531 03 00

fax. +48 22 531 03 01

Office opening hours: 8.00 am – 4.00 pm

Hotline: 606-950-000 open on working days from: 10.00 am - 1.00 pm

11.4.9 Contact persons at PGW WP RZGW in Cracow for privacy policy

Data Protection Inspector in PGW WP tel.: +48 22 37 20 213 e-mail: iod@wody.gov.pl

In RZGW in Cracow:

Tel.: +48 12 62-84-125 (Ms. Dorota Szamburska)

E-mail: poczta@krakow.rzgw.gov.pl

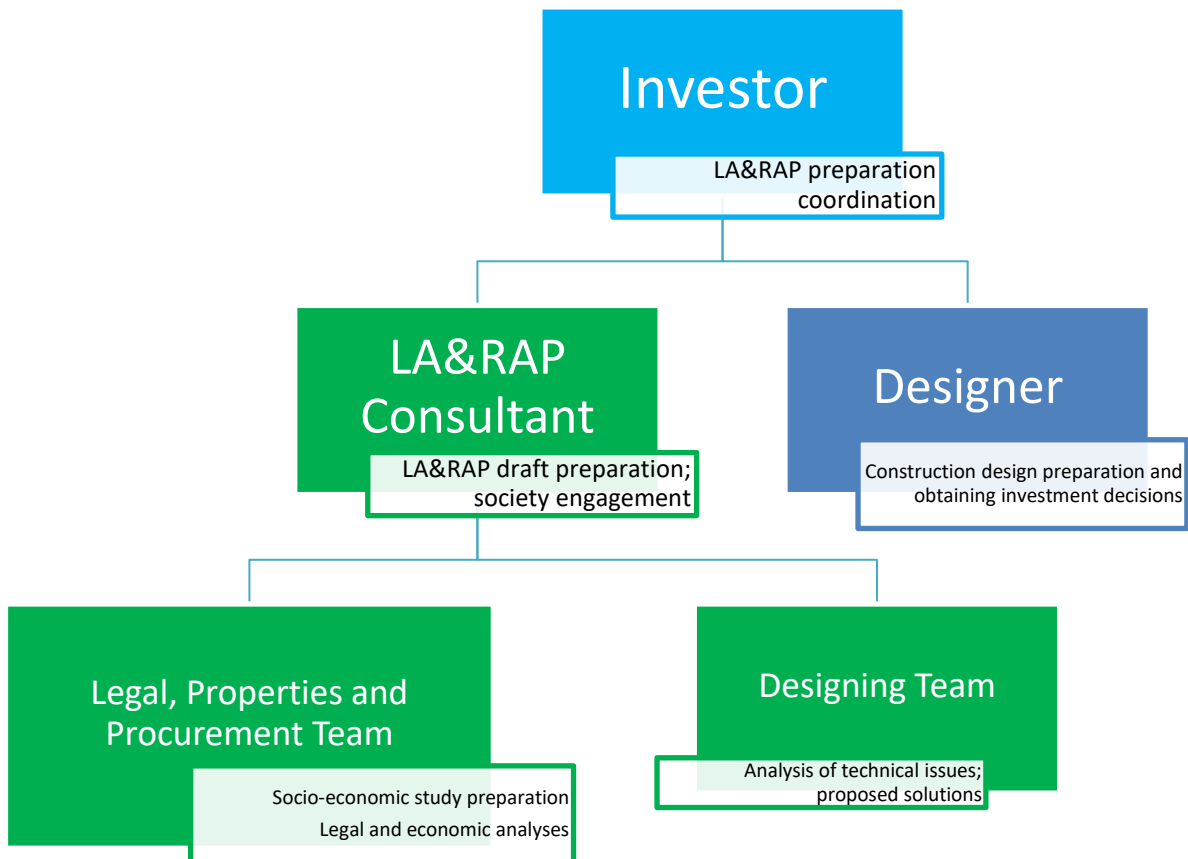
11.4.10 The period by which personal data will be kept

Personal data will be kept until the day of limitation of PAPs' compensation claims.

12 Institutional structure and implementation team

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

Figure 10 - The institutional structure of the LA&RAP developing team



The LA&RAP Consultant for the preparation of this LA&RAP is AECOM Polska Sp. z o. o.

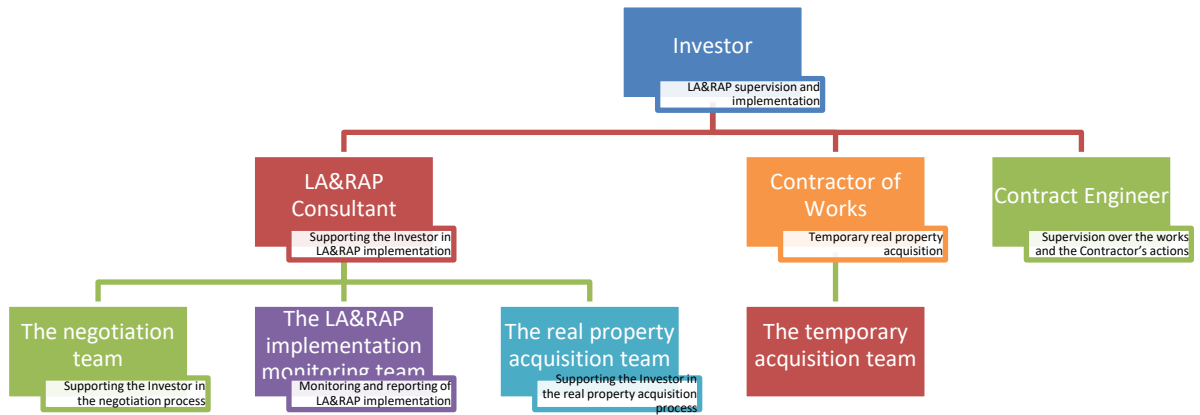
The scope of competence of the LA&RAP developing team is as follows:

1. The Investor – LA&RAP preparation coordination:
 - a. facilitation supervision over LA&RAP preparation;
 - b. ensuring information flow between the LA&RAP Consultant and the Designer;
 - c. ensuring the implementation of changes arising during LA&RAP preparation to the construction design;
 - d. monitoring of the LA&RAP preparation process.
2. The LA&RAP Consultant – LA&RAP preparation:
 - a. conducting the socio-economic survey and preparation of a socio-economic study;
 - b. collection and analysis of the data on real property management and use;
 - c. conduction of public consultations,
 - d. coordination of the social consultation process;
 - e. preparation of impact mitigation proposals and their technical analysis; submission of proposed changes to the construction design to the Investor;
 - f. eligibility analyses;
 - g. preparation of compensation packages;
 - h. LA&RAP draft preparation,
 - i. Final version of LA&RAP preparation.
3. conduction of public consultations. Designer:
 - a. preparation of a construction design;
 - b. obtaining administrative decisions, including decisions on the environmental conditions, IPIP;

- c. a technical analysis of the proposed changes to the detailed design which are presented by the Consultant.

The scope of competence of the LA&RAP implementation team is as follows:

Figure 11 – The scope of competence of the LA&RAP implementation team



The scope of competence of the LA&RAP implementation team is as follows:

1. Investor
 - a. facilitation supervision over LA&RAP implementation;
 - b. concluding the compensation agreements;
 - c. compensation payment;
 - d. ensuring information flow between the LA&RAP Consultant, the Engineer and the Contractor;
 - e. ensuring that there is no impact on real estates that have not been acquired and compensated for as real estate for use in ongoing works;
 - f. real property taking over.
2. LA&RAP Consultant
 - a. negotiation planning and participation in the negotiations;
 - b. preparation of opinions and valuations by expert valuers for the purposes of negotiations with the PAPs;
 - c. monitoring of LA&RAP implementation by the Contractor and the Engineer;
 - d. proposals of mitigation actions in case of problematic situations;
 - e. Investor's support in real property taking over.
3. Engineer
 - a. supervision over the commencement and implementation of works;
 - b. supervision over meeting the obligations by the Contractor.
4. Contractor
 - a. real property obtainment for temporary acquisition;
 - b. payment of compensation for real properties acquired for temporary acquisition;
 - c. implementation of works on permanently acquired real properties;
 - d. restoration of real properties acquired for temporary acquisition to their pre-Contract state or the state agreed in the agreement on temporary real estate occupation.
5. OVFM PCU
 - a. coordination of activities undertaken by the PIO within the Project implementation, also with regard to the implementation of LA&RAP provisions.

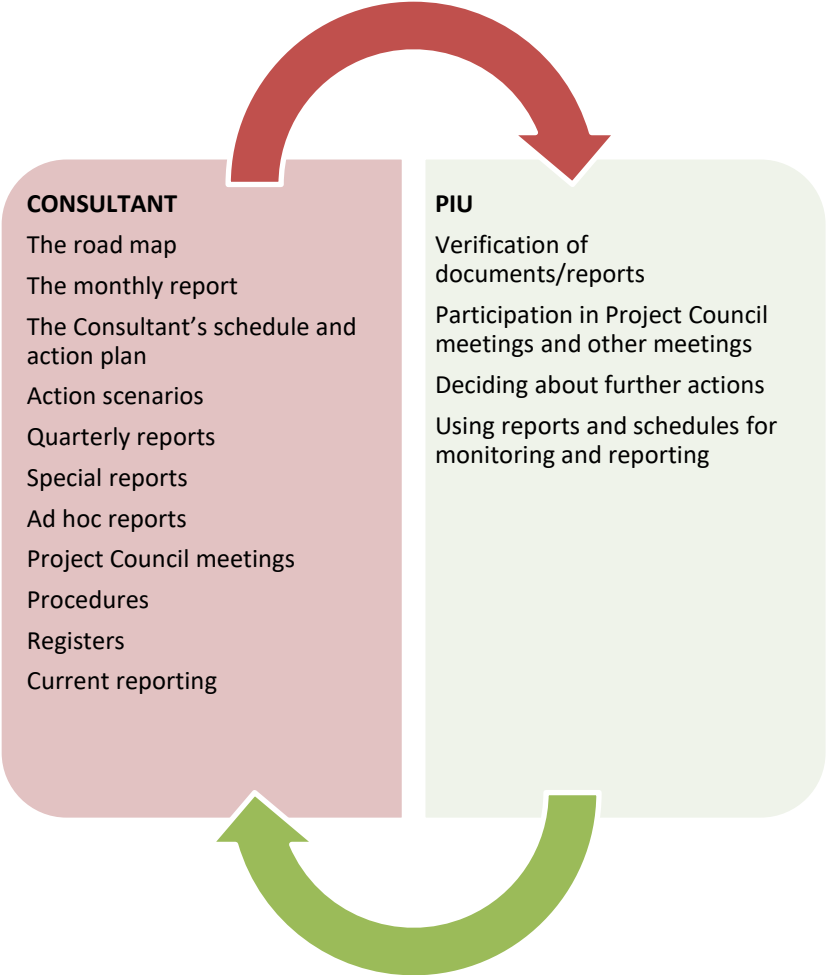
13 Monitoring and evaluation

LA&RAP implementation monitoring is an integral part of the Contract monitoring and management system. Therefore, the tools used for Contract implementation monitoring shall be used for the purposes of LA&RAP implementation monitoring. Its task is reporting to financing institutions and providing current information about problems, random incidents and irregularities. LA&RAP is an integral part of the investment process that allows for an immediate response in the event of problems or irregularities. Ensuring appropriate cooperation between the Consultant and the PIU is also of fundamental importance. Schematic flow of information within the framework of the monitoring is shown in the chart below.

General procedures of monitoring and evaluation are described in greater detail in a document entitled Land Acquisition and Resettlement Policy Framework (LARPF) available at the following address:

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

Figure 12 – Scheme of LA&RAP implementation monitoring



It is crucial for LA&RAP implementation monitoring that the Consultant and the PIU register events and facts, in particular via a correspondence register, a register of progress in obtaining titles to use real properties for construction purposes and a compensation payment progress register. The data contained in those registers are used for preparing a set of data on the number of acquired real properties and the amount and type of provided compensation, in accordance with Appendix no. 1.

All changes have to be recorded in the registers. The abovementioned registers are the basis for a detailed monitoring of the following parameters:

- a) the number of real properties to be expropriated and those already expropriated,
- b) the number of people requiring resettlement and already resettled,
- c) the number of real properties to be temporarily acquired (planned and achieved),
- d) the sum of all expenses of the resettlement process (planned and achieved),
- e) compensations paid for the loss of legal titles to real properties,
- f) compensations paid for loss of income sources,
- g) the implementation progress and status of protective measures,
- h) the number of complaints.

The LA&RAP implementation monitoring system shaped in this manner allows for a quick reaction to problems and for efficient reporting within the existing Contract management systems. The document shall be updated once in a quarter of a year.

The main indexes to be monitored in relation to the Contract implemented by PGW WP RZGW in Cracow are shown in the table below¹⁹.

Index	Source of information	Frequency of monitoring	Progress indicator
Assumed parameters			
Number of persons threatened by flooding	Data from model investigations	One-off at the Contract preparation stage	Number
Number of hectares of land threatened by flooding	Data from model investigations	One-off at the Contract preparation stage	Quantity (ha)
The number of real properties subject to expropriation	IPIP decision	Once, after issuing the decision	Number (items)
The number of real properties subject to permanent restriction in their use	IPIP decision	Once, after issuing the decision	Number (items)
Number of properties subject to temporary restriction in their use	IPIP decision	Once, after issuing the decision	Number (items)
Number of project affected persons (PAP)	Land and mortgage registers, written extracts from land registers, IPIP decision	Once, after issuing the decision Continuous updating during the period of agreeing on and paying the compensations	Number
The sum of all expenses of the compensations (planned)	Registers of PGW WP RZGW in Cracow/Consultant	Monthly/Quarterly	PLN
The number of acquired real properties	Registers of PGW WP RZGW in Cracow/Consultant	Monthly/Quarterly	Number (items)
Achieved parameters			
Number of persons protected from flooding	RZGW/ Consultant's records	One-off, after completion of Contract	Number
Number of hectares of land protected from flooding	RZGW/ Consultant's records	One-off, after completion of Contract	Quantity (ha)
The sum of all expenses of the compensations (expenses)	Financial registers of PGW WP RZGW in Cracow	Monthly/Quarterly	PLN
The number of acquired real properties	Registers of PGW WP RZGW in Cracow/Consultant	Monthly/Quarterly	Number (items)
Efficiency indicators			
The number of complaints	Registers of PGW WP RZGW in Cracow/Consultant	Monthly/Quarterly	Number (items)
The number of addressed	Registers of PGW WP RZGW	Monthly / Quarterly	Number

¹⁹ Since there are no physical and economic resettlements, PAP will remain in their households and impact on level of income is not anticipated

claims	in Cracow / the Consultant		(items)
Paid compensations, other	Financial registers of PGW WP RZGW in Cracow	Monthly/Quarterly	PLN

The LA&RAP activities will be subject to continuous monitoring and periodic updating by the Consultant team and by the PIU as the work progresses, and new facts and legal circumstances influencing the implementation of its records will be subject to constant monitoring and periodic updating. This will allow to provide relevant information to people affected by the Project implementation, early identification of risks and implementation of methods that will allow for minimizing or eliminating these risks.

Monitoring results will be presented in the monthly and quarterly reports. The ex-post evaluation will be conducted six months after the LA&RAP is fully implemented and its objectives will be assessed and documented, in the scope of establishing the standard of living of PAP's equal to or better than their level of life before the implementation of the Project.

14 Costs and budget

No.	Item	Unit	Price PLN/ha	Area [ha]	Total [PLN]
1	Permanent acquisitions ²⁰ (private plots, communal plots, and plots with unresolved legal status)	Number/Hectare	No data	40.0048 ha	No data ²¹
2	Permanent restriction in the use ²² (private plots, communal plots, and plots with unresolved legal status)	Number/Hectare	No data	1.2318 ha	No data
3	Temporary restriction in use resulting from the obligation to redevelop the existing networks ²³ (private plots, communal plots, and plots with unresolved legal status)	Number/Hectare	No data	1.9853 ha	No data
4	Court fees ²⁴	not applicable	No data	No data	No data
5	Implementation cost for LA&RAP ²⁵	not applicable	No data	No data	No data
6	Unforeseeable expenditures (+20 % to item no.: 1)	PLN	not applicable	not applicable	No data
7	Protective measures (5 % to item no.: 1)	PLN	not applicable	not applicable	No data
8	Overall: (total for items no.: 1-7)	PLN	not applicable	not applicable	No data

Information on the compensation amount for permanent acquisition and for permanent restriction in the use of the properties and for properties, where an obligation to redevelop the existing utilities shall be imposed, shall be updated after development of estimate studies by an independent appraiser.

The compensation is paid by the Investor, i.e. by PGW WP RZGW. The funds are guaranteed by the State Treasury and distributed via the Ministry of Finance and the Ministry of Maritime Economy and Inland Navigation to Polish Waters.

A PAP receives compensation from the bank account of PGW WP RZGW to an indicated bank account or, if a PAP does not have a bank account, the payment will be made by a postal order.

Unforeseeable expenditures contain potential purchase costs for the “remnants” and for properties purchased based upon civil law procedure, in accordance with Article 22 (2) of the Special Flood Act.

LA&RAP implementation costs shall include e.g. costs of corresponding with PAPs and of money-orders in case of payment of compensation to people who do not have a bank account.

²⁰ The final amount to be determined via IPIP decision

²¹ The amount shall result from estimate studies and its shall be increased by 5% (in case of handing the property over by PAP within 30 days from the day the IPIPs became final).

²² The final amount to be determined via IPIP decision

²³ The final amount to be determined via IPIP decision

²⁴ The amount shall include the cost of proceedings before administrative courts and before common courts of law (court entry fees, cost of experts, legal representation cost, deposits and other related fees).

Costs to be incurred in case of administrative court proceedings may be estimated after the decision of the Małopolskie Governor establishing the compensation value becomes final.

²⁵ The amount shall be determined at establishing the amount of compensation to PAP.

15 LA&RAP implementation schedule

The individual steps necessary for the preparation and implementation of LA&RAP, according to LARPF are shown in the table below. A detailed schedule in this regard is contained in Appendix no. 3 to this document.

LA&RAP DEVELOPMENT			
Steps	Action	Responsibility	Verification of performed actions
1	Preliminary social impact estimation for the Contract	PGW WP RZGW in Cracow – team for LA&RAP verification	PIO in PGW WP RZGW in Cracow – team for LA&RAP verification
2	Determination of the final scope of expropriation and development of a construction design	Designer	PIO in PGW WP RZGW in Cracow – team for LA&RAP verification
3	Determination of coordination framework for LA&RAP implementation with relevant government administration authorities	Consultant – Legal, Properties and Procurement Team	PIO in PGW WP RZGW in Cracow – team for LA&RAP verification
4	Collection of written and graphic extracts from land and building registers and from spatial management plans	Consultant – Legal, Properties and Procurement Team	PIO in PGW WP RZGW in Cracow – team for LA&RAP verification
5	Social impact estimation for the Contract	Consultant – Legal, Properties and Procurement Team	PIO in PGW WP RZGW in Cracow – team for LA&RAP verification
6	Verification and update of collected materials, impact analyses and economic analyses	Consultant – Legal, Properties and Procurement Team	PIO in PGW WP RZGW in Cracow – team for LA&RAP verification
7	LA&RAP draft development	Consultant – Legal, Properties and Procurement Team	PIO in PGW WP RZGW in Cracow – team for LA&RAP verification
8	LA&RAP public consultations	Consultant – Legal, Properties and Procurement Team	PIO in PGW WP RZGW in Cracow – team for LA&RAP verification
9	In the scope resulting from taking into consideration comments and motions to the LA&RAP – verification and update of collected materials, impact analyses and economic analyses	Consultant – Legal, Properties and Procurement Team	PIO in PGW WP RZGW in Cracow – team for LA&RAP verification
10	In the scope resulting from taking into consideration comments and motions to the LA&RAP – introduction of changes into the LA&RAP	Consultant – Legal, Properties and Procurement Team	PIO in PGW WP RZGW in Cracow – team for LA&RAP verification
11	Submission of the LA&RAP to the World Bank	PGW WP RZGW in Cracow	PCU
12	No remarks from the World Bank	WB	
13	LA&RAP publishing (also on the World Bank web page)		PIO in PGW WP RZGW in Cracow – team for LA&RAP verification

LA&RAP IMPLEMENTATION

Steps	Action	Responsibility	Verification of performed actions
1	Determination of a detailed LA&RAP implementation schedule	Consultant – Legal, Properties and Procurement Team	PIO in PGW WP RZGW in Cracow – team for LA&RAP monitoring and implementation
2	Submission of motions for the IPIP	Designer	PIO in PGW WP RZGW in Cracow – team for LA&RAP monitoring and implementation
3	PIU’s acquisition of real properties that shall be handed over as replacement real properties	Consultant – Legal, Properties and Procurement Team	PIO in PGW WP RZGW in Cracow – team for LA&RAP monitoring and implementation
4	Obtaining the IPIP	Designer	PIO in PGW WP RZGW in Cracow – team for LA&RAP monitoring and implementation
5	Informing the PAP about obtaining the IPIP, its effects and the Investor’s further planned actions	Consultant – Legal, Properties and Procurement Team	PIO in PGW WP RZGW in Cracow – team for LA&RAP monitoring and implementation
6	Valuation of real property by valuers, in line with the law in force, and valuation verification	Consultant – Legal, Properties and Procurement Team, Financial Team	PIO in PGW WP RZGW in Cracow – team for LA&RAP monitoring and implementation
7	Delivery of the appraisal studies to the expropriated persons and conducting negotiations	Consultant – Legal, Properties and Procurement Team, Financial Team	PIO in PGW WP RZGW in Cracow – team for LA&RAP monitoring and implementation
8	Should negotiations fail – obtaining a decision from the Governor on the amount of compensation	Consultant – Legal, Properties and Procurement Team	PIO in PGW WP RZGW in Cracow – team for LA&RAP monitoring and implementation
9	Payment of compensation or handover of replacement real properties, commencement of other compensation and protective measures stipulated in the LA&RAP	Consultant – Legal, Properties and Procurement Team	PIO in PGW WP RZGW in Cracow – team for LA&RAP monitoring and implementation
10	Physical acquisition of expropriated real properties and commencement of works	Contractor	PIO in PGW WP RZGW in Cracow – team for LA&RAP monitoring and implementation
11	LA&RAP implementation evaluation	Consultant – Legal, Properties and Procurement Team, Financial Team	PIO in PGW WP RZGW in Cracow – team for LA&RAP monitoring and implementation

CYCLIC TASKS

Step	Action	Responsibility	Verification of performed actions
1	Internal permanent monitoring of LA&RAP implementation	Consultant – Legal, Properties and Procurement Team	PIO in PGW WP RZGW in Cracow – team for LA&RAP monitoring and implementation
2	Reporting to the World Bank	PGW WP RZGW in Cracow – team for LA&RAP monitoring and implementation	PCU
3	Permanent coordination with the government and local government administration authorities	PGW WP RZGW in Cracow – team for LA&RAP monitoring and implementation	PCU
4	Permanent communication with the PAP	Consultant – Legal, Properties and Procurement Team	PIO in PGW WP RZGW in Cracow – team for LA&RAP monitoring and implementation

POST-IMPLEMENTATION TASKS

Step	Action	Responsibility	Verification of performed actions
1	LA&RAP implementation evaluation	Independent external auditor	World Bank

16 Appendices

16.1 REAL PROPERTY ACQUISITION PROGRESS MONITORING TABLE

Appendix no. 1 - Table attached in an electronic version.

16.2 TABLE - LIST OF REAL PROPERTIES, OWNERS AND IMPACTS

Appendix no. 2 - Table attached in an electronic version on.

16.3 REAL PROPERTY ACQUISITION SCHEDULE

Appendix no. 3 - Schedule attached in an electronic format.

16.4 MAP OF INVESTMENT LOCATION

Appendix no. 4 - The map is included in an electronic version.

16.5 SOCIO-ECONOMIC SURVEY

Appendix no. 5 - The survey has been included in an electronic version. This study is not published because of the protection of personal data in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC.

16.6 FORM OF SUBMITTING COMPLAINTS TO THE CONSULTANT (BASED ON WB GUIDELINES)

Appendix no. 6 - The form has been included in an electronic version.

16.7 REPORT FROM THE ORGANIZED PUBLIC DISCUSSION ABOUT THE LA&RAP DRAFT

Appendix no. 7 - The report attached in an electronic version.

16.8 INFORMATION BROCHURE

Appendix no. 8 – The brochure has been included in an electronic version.

16.9 TEMPLATE OF AGREEMENT ON TEMPORARY ACQUISITION

Appendix no. 9 – Template of agreement on provision of properties for temporary acquisition, which shall be applied by the Contractor of Works; enclosed as a digital copy.

16.10 MAPS WITH PLOTS DIVISION

Appendix no. 10 – The maps have been included in an electronic version.