

RPW/13524/2021 P  
Date: 2021-04-02KP

State Water Holding Polish Waters  
Regional Water Management Authority in Cracow  
22. Marszałka J. Piłsudskiego  
31-109 Cracow

State Water Holding  
Polish Waters  
Regional Water Management Authority in Cracow  
RECEIVED ON

2021-04-02

signature

Cracow, 03/31/2021  
GN32/4704/717/2021

RE: Works Contract 3A.5 – Development of a flood gate at the left flood embankment in the area of water intakes for the Sendzimira Steel Mill in Cracow

Due to receiving the Draft Land Acquisition and Resettlement Action Plan for the Works Contract 3A.5 – Development of a flood gate at the left flood embankment in the area of water intakes for the Sendzimira Steel Mill in Cracow, I hereby raise remarks and ask questions as follows:

1. In accordance with Appendix no. 2 – List of Properties, Owners, and Impact, a subject of permanent restriction in the use of properties remaining under perpetual use by ..... S.A. [Joint Stock Company] is a plot no. ....., area no. ..., register unit – Nowa Huta. However, lists of our company's properties, which were to undergo permanent restriction, as provided by AECOM Polska Sp. z o.o. [Limited Liability Company] in 2018, prove that the permanent restriction in the use shall also be applied for plots no.: ....., area no. ....., register unit – NH; ....., area no. ..., register unit – NH, ....., area no. ..., register unit – NH. I would therefore like to request for clarifying, whether the aforementioned plots are expected to be permanently restricted in the use under this contract or under other contract. If yes, what is the range of restriction area?
2. Shall the permanent restriction in the use be associated with entering land easement or transfer easement to land and mortgage register on behalf of the investor for plots covered by that easement? If yes, who shall be responsible for provision of such applications to the court?
3. Shall the compensation for the permanent restriction in the use of properties be paid based upon and agreement between the parties or based upon an administrative decision?

4. Shall the aforementioned compensation be treated analogously to remuneration for the easement, as determined under the Act on VAT?
5. At the gate designed within plot no. ...., area no. ..., unit – NH, **there is a drained sewage discharge from our company's ash storage yards**, and the outlet is named as WND-3. For our company that discharge remains a significant element of water management for silt settling tanks located within the aforementioned plot, and needs to be left there. As a consequence, I request for informing, if the designed gate includes leaving that discharge in the previous location, or is it going to be moved – if yes, please inform a detailed place of the re-location and whether it is going to be redeveloped within the framework of the Works Contract 3A.5?

Recipients:

1. Addressee
2. File