



Water and Waste Regulatory Office
Zyra Rregullatore për Ujë dhe Mbeturina
Regulatorni Ured za Vodu i Otpad

UNMIK



WWRO-R- xx/W andWW

WATER and WASTE REGULATORY OFFICE

RULE FOR

DISCONNECTION OF WATER SERVICE

BY

WATER and WASTEWATER SERVICES PROVIDERS IN KOSOVO

TABLE OF CONTENTS

PART I: GENERAL PROVISIONS	4
Section 1: Authority for this Rule	4
Section 2: Scope	4
Section 3: Purpose	4
Section 4: Definitions	4
Section 5: Rules of Interpretation.....	8
Section 6: Applicability	8
PART II: GENERAL PRINCIPLES	9
Section 7: General Principles	9
Section 8: Investigation in Advance of Disconnection	9
Section 9: Execution of Disconnection	10
PART III: DISCONNECTION PROCEDURES	10
Chapter 1: Voluntary Termination of Water Service	10
Section 10: Voluntary Termination of Water Service.....	10
Section 11: Voluntary Termination of Water Service at Another Premise	10
Chapter 2: Disconnection for Health and Safety Risks	11
Section 12: Disconnection for Health or Safety Risks	11
Section 13: Procedures for Disconnection for Health or Safety Risks.....	11
Chapter 3: Disconnection Due To Leakage on Customer's Premises.....	11
Section 14: Visible, External Leakage on Customer's Premises	11
Section 15: Disconnection Procedures for Leakage on Customer's Premises	12
Chapter 4: Abandonment.....	13
Section 16: Disconnection Due to Abandonment	13
Chapter 5: Disconnections Requiring Disconnection Notice.....	13
Section 17: Disconnection Notice	13
Section 18: Content of Disconnection Notice	13
Section 19: Disconnection Notice Procedures for Leased or Rented Property	14
Section 20: Compensation.....	15
PART IV: COLLECTIVE DISCONNECTIONS	16
Section 21: Circumstances for Collective Disconnection	16
Section 22: Permission from the Regulator for Collective Disconnection	16
Section 23: Execution of Collective Disconnection.....	17
Section 24: Reconnection Payment for Collective Disconnections	18
Section 25: Compensation for Damages from Collective Disconnection	19
Section 26: Compensation to Customers in Good Standing	19
PART V: RECONNECTIONS and GUARANTEE DEPOSITS	19
Chapter 6: Reconnections of Water Service.....	19
Section 27: Reconnection by the Water Service Provider	19
Section 28: Refusal to Reconnect.....	20
Section 29: Unlawful Reconnections	20
Section 30: Confiscation of Water Services Equipment	20
Chapter 7: Guarantee Deposits.....	21
Section 31: Guarantee Deposits	21
PART V: PAYMENT ARRANGEMENTS.....	21
Section 32: Payment Arrangements	21
Section 33: Good Faith Disputes.....	23
Section 34: Payments for Disconnection Notices, Disconnections, and Reconnections	23

PART VII: ENFORCEMENT, PENALTIES, AND APPEALS	23
Chapter 8: Enforcement of Disconnection Rule.....	23
Section 35: Enforcement of Disconnection Rule	23
Chapter 9: Records and Reports on Disconnections	24
Section 36: Records and Reports on Disconnections	24
Chapter 10: Offenses and Penalties.....	24
Section 37: Offenses and Penalties	24
Chapter 11: Appeals	24
Section 38: Appeals.....	24
PART VIII: MISCELLANEOUS	25
Section 39: Official Language of the Rule	25
Section 40: Entry into Force.....	26
APPENDICES.....	27
APPENDIX 1	Error! Bookmark not defined.
PAYMENTS FOR DISCONNECTION NOTICES, DISCONNECTIONS, AND RECONNECTIONS	Error! Bookmark not defined.
APPENDIX 2	28
SAMPLE CONTRACT FOR PAYMENT ARRANGEMENT.....	Error! Bookmark not defined.

PART I: GENERAL PROVISIONS

Section 1: Authority for this Rule

The Regulator issues this Rule under authority of Administrative Direction No 2003 [xx], dated _____ “Implementing UNMIK Regulation No. 2000/49 On The Establishment Of The Administrative Department Of Public Utilities”. UNMIK Regulation No. 2004/49 On the Activities of Water and Waste Services Providers.

Section 2: Scope

This Rule shall govern the Disconnection of Water Services and Payment Arrangements by all Water and Wastewater Service Providers in Kosovo.

Section 3: Purpose

The purpose of this Rule is to provide terms, conditions, and procedures for Water and Wastewater Service Providers to Disconnect Water Service and to enter into Payment Arrangements with Customers to facilitate paying for Water Services received.

Section 4: Definitions

- (a) “Business Day” means any day other than Saturday, Sunday, or a day which is a public holiday in Kosovo;
- (b) “Collective Disconnection” means the contemporaneous disconnection of Qualifying Group, and “Collectively Disconnect” shall have a similar meaning;
- (c) “Customer” means a Person that has entered into a Services Contract with a Services Provider or has received services supplied by a Services Provider;
 - i. “Domestic Customer” means the Customer classified by the Service Provider as residential;
 - ii. “Institutional Customer” means the Customer classified by the Service Provider as government, for example offices, facilities, and premises of municipalities and ministries;
 - iii. “International Customer” means the Customer classified by the Service Provider as United Nations (UN), European Union (EU), Kosovo Forces (KFOR), Non-Governmental Organizations (NGO’s) that have not been set up or legally established in Kosovo, foreign governmental authorities or other entities based outside of Kosovo; and
 - iv. “Commercial-Industrial Customer” means the Customer that is a Socially Owned Enterprise or is classified by the Service Provider as non-residential, non-institutional, and non-international.
- (d) “Customer of Good Standing” means a Customer who has no Delinquent Account but is Disconnected inadvertently or as part of a Collective Disconnection;

- (e) “Customers’ Charter” means the written document prepared by Water Service Provider and made known to each Customer that lists the rights and obligations of Water Service Providers and Customers to each other;
- (f) “Customers’ Consultative Committee” means a committee established by the Regulator for each Service Area to investigate and resolve Customer Complaints and to conduct surveys about Water Services;
- (g) “Customer’s Service Pipe” means the pipe from the Service Provider’s distribution main to the Customer’s premises that consists of two parts:
 - i. “Communication Pipe” means the pipe to make the connection from the distribution main to the property line of the Customer’s Establishment and is the responsibility of the Service Provider;
 - ii. “Supply Pipe” means the pipe from the property line of the Customer’s Establishment to the Customer’s premises and is the responsibility of the Customer;
- (h) “Delinquent Account” means an account between a Customer and a Water and Wastewater Service Provider that has not been settled by the Customer in the ordinary course of business, where the Customer has received notice of the amount due and a reasonable time to pay;
- (i) “Disconnection” means the discontinuation of a link between the premises of a Customer and a distribution network for Water Services that allows the Customer to receive such Services from a Water and Wastewater Service Provider and “Disconnect”, “Disconnecting” and “Disconnected” shall have similar meanings;
- (j) “Disconnection Notice” means the notification Service Provider gives in advance of disconnection;

“Establishment”

means a location at which Water Service is sought or is being provided;

“Good Faith Dispute” means a dispute about an Invoice issued by a Water and Waste Water Service Provider that is initiated by the Customer in writing before such Invoice falls due for payment provided that the total amount payable is not less than twenty per cent. (20%) greater than the seasonal average consumption paid by that Customer during the previous twelve (12) month period and such dispute is not unreasonable or vexacious;

“Good Standing” means, in relation to a Customer of a Water and Wastewater Service Provider, who:

- i. has paid its undisputed Bills within twenty-four (24) days of the date such Bills is due or enter; or

- ii. has entered into, and complied with, a Payment Arrangement with the Water and Wastewater Service Provider;

“Guarantee Deposit” means an advance financial payment against future Water Services that are received on credit;

“Invoice” means a written notice to pay for Water or Wastewater Services, which specifies the amount due and owing, and the period for which the service was provided, issued by the Water and Wastewater Service Provider to a Customer in Albanian, English, and Serbian languages;

“KTA” means the Kosovo Trust Agency;

“Lawful Connection” means:

a link between the premises of a Customer listed in the Register of Customers and the distribution network for the Water Services supplied by that Water and Wastewater Service Provider; or

- i. a link between the premises of a Person and such distribution network established by the relevant Water and Wastewater Service Provider or its predecessors as per the applicable law,

and “Lawfully Connected” shall have a similar meaning.

“Leakage Notice” means the notice from a Water and Wastewater Service Provider to a Customer about visible leakage on Customer’s premises.

“Non-Paying Customer” means any Customer that is twenty-four (24) or more days in arrears in respect of a water or wastewater Bill, provided, however, that the following kinds of Customers shall not be classified as Non-Paying Customers:

- i. A Customer that has not physically received a Bill from a Water and Wastewater Service Provider; and
- ii. A Customer that has not received its Bill printed in each of the Albanian and Serbian and English languages.

“Past Debt” means all debt of a Customer evidenced by undisputed invoices issued by a Service Provider to that Customer on or before 31 December 2002, which have not been paid in full as defined and regulated in the appropriate Past Debt Rule as issued, amended, or supplemented by the Regulator from time to time;

- (k) “Payment Arrangement” means an arrangement to pay Past Debt and unpaid Invoices entered into and between a Customer and a Water Service Provider, as defined and regulated in the appropriate Past Debt Rule as issued, amended and/or supplemented by the Regulator from time to time;
- (l) “Person” means an individual, legal or public entity including, a corporation, a partnership, a trust, an unincorporated organization, a Water and Wastewater Service Provider, a government or any agency or subdivision thereof;
- (m) “Physically Precluded” means denied access by physical force or the threat of physical force, provided, however, that Physically Precluded shall not include inability of a meter reader to gain access as a result of an act of God.
- (n) “Public Announcement” means a notice in English, Albanian and Serbian relating to a proposed Collective Disconnection which is published in the form prescribed by the

Regulator and published either in regional or national media or as a notice reasonably calculated to reach the Qualified Group;

- (o) “Qualifying Group means a group of Customers in a specific geographical area, who share a common connection or delivery points to a Water and Wastewater Service Provider, of which at least fifty-one percent (51%) are not in Good Standing;
- (p) “Register of Customers” means the register of Customers established and maintained by a Service Provider;
- (q) “Regulator” means the authority responsible for the economic regulation of Water Services Providers;
- (r) “Service Area” means, in relation to a Service Licence, the Region or Municipality within which the relevant Service Provider may provide its Services;
- (s) “Service Standard” means the numeric value of an operations or maintenance parameter set at a level to ensure quality, safety, and reliability of the (a) delivery of piped water to Customers and operation and maintenance of the Water Network; or (b) collection of wastewater from Customers and operation and maintenance of the Wastewater Collection System;
- (t) “Turn-off” means discontinuing water supply to the customer without physically cutting or crimping any part of the Customer's Service Pipe;
- (u) “Unlawful Connection” means a link between the premises of a Person and a distribution network for Water Services supplied by a Water and Wastewater Service Provider that has not been established by that Water and Wastewater Service Provider or its predecessors as per the applicable law, and “Unlawfully Connected” shall have a similar meaning.
- (v) “Vulnerable Person” means:
 - (a) any natural Person certified by a licensed physician as being at risk with respect to life or health without Water Services;
 - (b) any Customer classified by the Ministry of Labour and Social Welfare as indigent and destitute, and advised to the Water and Wastewater Service Provider as entitled to have his invoice paid by the competent social welfare authorities.
- (w) “Wastewater Services” means collecting, disposing, and treating wastewater and sewage;
- (x) “Water Network” means all assets used for and/or in connection with the provision and/or receipt of Water Services either belonging to the public domain or to the Water and Wastewater Service Providers;
- (y) “Water and Wastewater Service Provider” means a Person providing or intending to provide Water and Wastewater Services;
- (z) “Water Services” means abstracting, treating, and distributing water for human consumption and operating networks and facilities for such purpose;
- (aa) “Water Services Contract” means the standard contract that shall be entered into and between the Water Service Providers and the Customers governing the supply of Water Services and the rights and duties of the parties to such contract established in connection with the provision of the said services or, in the absence of such written

contract, the standard terms and conditions of supply of Water Services practiced by the Water Services Providers to its Customers;

“Water Service Equipment” means pipes, valves, meters, and other items of the Communication Pipe that are the property of the Water and Wastewater Service Provider²

Section 5: Rules of Interpretation

In this Rule:

- (a) Any terms and expressions used in this Rule, not specifically defined herein and that might be in question, shall bear the meanings as defined in the legal acts referred to in the UNMIK Regulation No. 2004/49 On the Activities of Water and Waste Services Providers Administrative Direction authorizing this Rule or in any other law applicable in Kosovo;
- (b) References to a Rule shall be construed as meaning any Rule issued, modified, amended, supplemented, and/or replaced by the Regulator from time to time as per the powers that have been granted to the Regulator;
- (c) The singular includes the plural and vice versa;
- (d) Words of any gender used in the present Regulation shall include any other gender; and
- (e) References to Parts, Chapters, and Sections are, unless otherwise expressly stated, references to Parts, Chapters and Sections of this Rule.

Section 6: Applicability

All Water and Wastewater Service Providers are required to comply with this Rule.

PART II: GENERAL PRINCIPLES

Section 7: General Principles

- 7.1. Disconnection is limited to Water Services only.
- 7.2. A Water and Wastewater Service Provider shall not unlawfully discriminate against any Person for any reason with respect to Disconnection and shall take into consideration the hardships imposed by Disconnection.
- 7.3. Disconnection Notice must be posted or delivered not less than ten (10) Business Days prior to the disconnection date stated in the Disconnection Notice except under the following circumstances when no Disconnection Notice is required:
 - (a) Continuing service creates dangerous conditions threatening life, health, or safety of any physical person of the Water Services Network; or
 - (b) Customer request for voluntary termination of Water Service.
- 7.4. Water and Wastewater Service Provider must first attempt to cause a Customer to comply with such terms of supply or to pay its Invoice before initiating Disconnection.
- 7.5. Water and Wastewater Service Providers shall identify in the Register of Customers all Vulnerable Persons for whom Disconnection creates a risk to their life or health and all Persons whom Disconnection could pose the same risk, like public medical facilities.
- 7.6. Water and Wastewater Service Provider shall not be entitled to Disconnect or to refuse to reconnect the Water Service to any premises when either the Customer or the occupant is certified by a registered physician to be seriously ill or has a medical condition that will be seriously aggravated by lack of Water Service even if such Customer has not been registered as a Vulnerable Person in the Register of Customers.
- 7.7. Water and Wastewater Service Provider can require payments from Customers to cover costs for delivery of notices, disconnections, reconnections, and inspections in amounts determined or approved by the Regulator.

Section 8: Investigation in Advance of Disconnection

- 8.1. A Water and Wastewater Service Provider shall not be entitled to threaten Disconnection or to disconnect a customer who informs the Water and Wastewater Service Provider that he disputes the reasons for the Disconnection.
- 8.2. When the Water and Wastewater Service Providers becomes aware of a dispute by a Customer or applicant, whether or not disconnection is pending, the Water and Wastewater Service Providers shall:
 - (a) investigate the dispute within one (1) month;

- (b) report the results of the investigation to the Customer within five (5) Business Days of completion;
- (c) attempt to resolve the dispute within ten (10) Business Days;
- (d) maintain written records.

Section 9: Execution of Disconnection

- 9.1. All Disconnections shall be executed by at least two (2) employees of the Water and Wastewater Service Provider.
- 9.2. Disconnection shall occur during regular working hours of the Water and Wastewater Service Provider but cannot occur at the day before or at the day when the Water and Wastewater Service Provider's office is not open for public business or in any non Business Day.
- 9.3. In the event that a Water and Wastewater Service Provider is physically precluded from gaining access to premises where a Disconnection is lawfully to take place, the Water and Wastewater Service Provider may request the support of the police to execute such Disconnection.

PART III: DISCONNECTION PROCEDURES

Chapter 1: Voluntary Termination of Water Service

Section 10: Voluntary Termination of Water Service

A Water and Wastewater Service Provider may require a Customer to provide reasonable notice of intent to terminate Water Service pursuant to the following procedures:

- (a) the notice period required by the Water and Wastewater Service Provider shall not exceed five (5) Business Days; and
- (b) until the expiration of the notice period or completion of Disconnection, which ever occurs sooner, the Customer shall be responsible for all costs incurred for and/or related to the Water Service.

Section 11: Voluntary Termination of Water Service at Another Premise

When the Customer requests Disconnection at premises owned by the Customer but occupied by another Person, Water and Wastewater Service Provider shall not proceed unless:

- (a) the occupant agrees to the Disconnection in writing; and
- (b) A Disconnection Notice is delivered as per Chapter 5.

Chapter 2: Disconnection for Health and Safety Risks

Section 12: Disconnection for Health or Safety Risks

Water and Wastewater Service Providers shall be entitled to Disconnect Water Service where continuing service creates an immediate risk to life or health to any physical person or to the staff of the Water and Wastewater Service Provider, or to any third party.

Section 13: Procedures for Disconnection for Health or Safety Risks

- 13.1. Upon identifying a health or safety risk, Water and Wastewater Service Provider shall attempt to notify affected Customers before making the Disconnection but in no case delay Disconnection pending such notification.
- 13.2. As soon as the health or safety risk is removed, Water and Wastewater Service Provider shall reconnect at no cost to Customers and may recover costs from those Customers, if any, responsible for the situation creating the health and safety risk but not from any third parties.

Chapter 3: Disconnection Due To Leakage on Customer's Premises

Section 14: Visible, External Leakage on Customer's Premises

- 14.1. Water wastage through visible, external leaks on Customer Premises is not allowed due to shortage and expense of treated water and sewage leakage is not allowed because of public health.
- 14.2. Upon notification by the Water and Wastewater Service provider of either water or sewage leakages that are visible, Customer must repair the leakage in five (5) days, or contract with the Water and Wastewater Service Provider to have it repaired for a payment.
- 14.3. If the Customer fails to repair any water or sewage leakages within the deadline determined under sub-section 14.2, the Water and Wastewater Service Provider can Disconnect Water Service.
- 14.4. Customer can request to the Water and Wastewater Service Provider at any time Reconnection upon demonstrating the leakage has been repaired in which case Reconnection cannot be refused on any grounds other than the lack of payment of any Invoices that have remained outstanding and should be effected as soon as possible but in no even latter than 2 (two) Business Days from the date of receipt of the request for Reconnection.

Section 15: Disconnection Procedures for Leakage on Customer's Premises

- 15.1. If necessary, whenever a leakage is detected at any Customers' premises the Water and Wastewater Service Provider shall consult the Municipality where such premises are located to determine who is the Customer or owner shown on the municipal cadastre.
- 15.2. The Water and Wastewater Service Provider will serve a Leakage Notice on the Customer, Owner, or Occupant in the premises, offering choice of the following:
 - (a) Customer repairs leak in five (5) Business Days and no further action taken; or
 - (b) Customer requests the Water and Wastewater Services Provider to repair leak in five (5) Business Days in consideration for a fair remuneration of such service and no further action taken.
- 15.3. Water and Wastewater Services Providers may require payment in advance for the costs related with the repair of the leakage upon the Customer's request to repair such leakage filed upon the notice served pursuant to sub-section 15.2 in an amount as specified in the Service Tariff Rule approved by the Regulator.
- 15.4. If the Customer does not repair, or request a prepaid repair of the leakage from the Water and Wastewater Service Provider within the five (5) Business Days of the notice being served as per sub-section 15.2 above, the Customer shall be liable to pay a fine as per Rules issued by the Regulator.
- 15.5. The Water and Wastewater Service Provider shall deliver to the Customer a second written notice informing the Customer that if leakage is still not repaired in a further five (5) Business Days or the fine is not paid within the second five (5) Business Day period, the Customer shall be subject to Disconnection without any further notice.
- 15.6. The Customer shall remain disconnected until:
 - (c) The fine imposed under sub-section 15.5 above has been paid;
 - (d) The Customer has either repaired the leakage or accepted to pay the fee charged by the Water and Wastewater Service Provider to have such leakage repaired by the latter; and
 - (e) The Customer has paid a Reconnection Fee to the Water and Wastewater Service Provider in an amount calculated and charged as per the Rule on Service Tariffs issued by the Regulator.
- 15.7. The Water and Wastewater Service Provider must repair any leakage reported by any Customer that has requested it to effect such repair within 10 (ten) Business Days provided that the Customer has prepaid the costs of such repair as per sub-section 15.3 above.
- 15.8. If the Water and Wastewater Service Provider fails to repair the leakage at the expense of the Customer that has prepaid such a repair within the deadline foreseen under sub-section 15.7 above, the Water and Wastewater Service Provider shall be obliged to effect the repair free of charge.

- 15.9. The Water and Wastewater Service Provider shall reconnect any Customer within 2 (two) Business Days providing the Reconnection fee due in accordance with sub-section 15.6 (c) above has been paid.

Chapter 4: Abandonment

Section 16: Disconnection Due to Abandonment

- 16.1. When a Water and Wastewater Service Provider identifies a Service Connection no longer in use due to lack of human habitation or significant structural damage to preclude safe human habitation, he shall post Disconnection Notice as per Section 17: Disconnection Notice.
- 16.2. If no one comes forward during the Disconnection Notice period to object, then Disconnection shall proceed.
- 16.3. If an objection is raised, Water and Wastewater Service Provider shall investigate as per Section 8: Investigation in Advance of Disconnection and proceed according to results.

Chapter 5: Disconnections Requiring Disconnection Notice

Section 17: Disconnection Notice

A Water and Wastewater Service Provider shall be required to provide the Customer with a written Disconnection Notice announcing its intention to effect a Disconnection with not less than ten (10) Business Days prior to the intended starting date of the Disconnection when the reason for Disconnection is:

- (a) failure to pay any Invoice;
- (b) refusal of access to the Customer's premises for reasonable reasons related with the provision of Water and Wastewater Services sought with any ground admissible under the Customer Charter Rule as issued by the Regulator;
- (c) fraud or material misrepresentation by the Customer of any fact relevant for the entering into of a Water and Wastewater Contract and/or for the establishment of a Connection to the Water Network;
- (d) failure by the Customer to comply with any terms of any Payment Arrangement entered with the Water and Wastewater Service Provider for the settlement of Past Debt; and/or
- (e) failure by the Customer to provide a Guarantee Deposit whenever the Water and Wastewater Service Provider has the right to request such a Guarantee Deposit pursuant to any Rules issued in this respect by the Regulator.

Section 18: Content of Disconnection Notice

- 18.1. A Water and Wastewater Service Provider's Disconnection Notice shall contain the following minimum information:

- (a) State the amount by item that the Customer's account is in arrears and the period during which Water and Wastewater Services were rendered;
- (b) Provide the address of the office where payment of the outstanding Invoices is to be made and the hours during which such office is open for business;
- (c) Provide information regarding procedures that the Customer must follow to challenge the validity of any outstanding Invoices;
- (d) State what action the Customer must take to prevent the pending Disconnection from taking place;
- (e) State when the Disconnection will be effected; and
- (f) If the Disconnection is effected the conditions and procedures that the Customer must follow to seek a reconnection.

18.2. The amount in the Delinquent Account stated in the Disconnection Notice shall not include:

- (a) amounts for services other than Water and Wastewater Services;
- (b) amounts owed from a different account, unless a transfer of the account balance has occurred;
- (c) amounts owed from estimated Invoices. The amount overdue may include estimated Invoices only if the Water and Wastewater Service Provider attempted reasonable alternatives to gain access or obtain a reading supplied by the customer; or,
- (d) residential service provided in the name or names of persons other than the Customer, unless the Service Provider has determined that the Customer is legally obligated to pay the amount overdue.

Section 19: Disconnection Notice Procedures for Leased or Rented Property

19.1. A Water and Wastewater Service Provider shall not be entitled to disconnect a leased or rented dwelling at the request of a lessor, owner, or agent ("landlord") or because the Landlord (as a Water and Wastewater Service Provider's Customer) has failed to pay an overdue Invoice, unless one of the following four conditions are met:

- (a) the tenant agrees in writing to the Disconnection;
- (b) the landlord signs a notarized statement that the premises to be affected by the Disconnection are or will become vacant;
- (c) the Water and Wastewater Service Provider by personal inspection determines that the premises to be affected by the Disconnection are vacant; or
- (d) the Water and Wastewater Service Provider serves to the tenant a Disconnection Notice as per the terms of sections Section 17: Disconnection Notice and

(e) Section 18: Content of Disconnection Notice.

- 19.2. In the case of multi-unit dwellings, a Water and Wastewater Service Provider shall make every reasonable attempt to deliver the Disconnection Notice in person to at least one adult occupant of each dwelling unit.
- 19.3. With respect to a single meter, multi-unit dwelling, the Water and Wastewater Service Provider must also post the Disconnection Notice at or near common use entrances to the building or buildings affected.
- 19.4. In any cases of Disconnections to leased or rented premises, Disconnection Notice must, in addition to the applicable disclosures, inform the tenant how service can be continued either by the offer to the tenant the opportunity to obtain Water and Wastewater Service in the tenant's name or whenever the tenant has assumed in writing responsibility for further payment of Invoices of such leased or rented premises.
- 19.5. A Water and Wastewater Service Provider shall not be entitled to require the tenant to pay for any charges incurred by the landlord or demand a deposit or advance payment based on the landlord's credit history to be able to ensure in its own name the supply of Water and Wastewater Services as per the right granted under sub-section 19.4 above.
- 19.6. The provisions of this Section are also applicable if a municipality requests that the Water and Wastewater Service Provider disconnect residential service at a dwelling where the municipality has temporarily put the Water and Wastewater Service Contract in its name on behalf of any occupant of such residential premises.
- 19.7. A Water and Wastewater Service Provider shall not be entitled to require the tenant to pay for any charges incurred by the landlord or demand a deposit or advance payment based on the landlord's credit history. The provisions of this paragraph are also applicable if a municipality requests that the Water and Wastewater Service Provider disconnect residential service at a dwelling where the municipality has temporarily put the service in its name on behalf of the occupant.

Section 20: Compensation

In the event that a Water and Wastewater Service Provider fails to follow the Disconnection procedures imposed in this Rule:

- (a) (a) An aggrieved Customer shall be entitled to claim compensation from the Water and Wastewater Service Provider for damages sustained as a result thereof;
- (b) (b) Compensation described under (a) of this section, if any, shall be determined by the Regulator according to guidelines that the Regulator shall establish and taking fully into consideration the nature of the violation; and
- (c) (c) The Customer and the Water and Wastewater Service Provider shall each have a right of legal recourse in respect of any such ruling.

PART IV: COLLECTIVE DISCONNECTIONS

Section 21: Circumstances for Collective Disconnection

- 21.1. Water and Wastewater Service Providers can only resort to Collective Disconnections in any of the following circumstances:
- (a) A group of Non-Paying Customers satisfies the definition of “Qualified Group”;
 - (b) The Water and Wastewater Service Provider has been Physically Precluded from taking meter readings or conducting maintenance activities within a defined area; or
 - (c) Within a specific geographical area approved by the Regulator, the Water and Wastewater Service Provider has identified a pattern of Unlawful Connections and/or Reconnections that is of a substantial proportion and substantially interferes with the Water and Wastewater Service Provider’s ability to manage the Water Network.
- 21.2. Collective Disconnections are only admissible when individual Disconnection of each of the Non-Paying Customers is not technically feasible and should only last for the strict minimum period required to revert Non-Paying Customers to Good-Standing Customers.
- 21.3. Provisions for the protection of the Customers in Good Standing and of the public adversely affected by Collective Disconnection shall be made to the extent technically feasible, as determined by the Regulator.

Section 22: Permission from the Regulator for Collective Disconnection

- 22.1. No Water and Wastewater Service Provider shall employ Collective Disconnection procedures in the absence of an expressed written authorization to do so from the Regulator that shall be considered on a case-by-case basis.
- 22.2. A Water and Wastewater Service Provider’s application to the Regulator to use Collective Disconnection procedures in respect of a Qualified Group shall contain, inter alia, the following information:
- (a) The point of connection for water service at which the Collective Disconnection shall occur;

Reason for Collective Disconnection invoked as per

- (b) Section 21: Circumstances for Collective Disconnection;21
- (c) The number and percentage of Non-Paying Customers within the Qualified Group;
- (d) Copies of Invoices and notices of late payment as evidence of non-payment or, as determined by the Regulator, an extract taken from the Non-Paying Customer’s current account statement.

- 22.3. In its application to the Regulator for authorization to employ Collective Disconnection procedures, a Water and Wastewater Service Provider must demonstrate to the satisfaction of the Regulator that it has:
- (a) made a report to the local police announcing the date and hour the Collective Disconnection is intended to start and the geographical area that will be affected;
 - (b) made two consecutive Public Announcements of a pending Collective Disconnection outlining to the Customers how it can be avoided with at least a prior notice period of three (3) and five (5) Business Days prior to such Collective Disconnection;
 - (c) included in the Public Announcements the rights of any Customers in Good Standing to claim compensation from the Water and Wastewater Service Provider granted as per the Administrative Direction Number [], of [], on [];
 - (d) provided written notification of such pending Disconnection to the Municipality where the Collective Disconnection will occur and to the relevant regional representatives of UNMIK Pillar II and KTA.

Section 23: Execution of Collective Disconnection

- 23.1. The initial period of duration of a Collective Disconnection cannot exceed forty-eight (48) hours.
- 23.2. Upon the conclusion of the initial Collective Disconnection period, the Water and Wastewater Service Provider shall restore Water Services for a consecutive period of not less than forty-eight (48) hours.
- 23.3. If, upon the conclusion of the first reconnection period, the grounds for the Collective Disconnection remain, the Water and Wastewater Service Provider shall apply in writing to the Regulator for approval to effect a Disconnection of indefinite duration.
- 21.4. Applications for the approval of a Collective Disconnection for an indefinite period of duration shall follow the procedures set forth in
- 23.4. Section 22: Permission from the Regulator for Collective Disconnection and must also include the measure of the compensation that the Water and Wastewater Service Providers propose to pay to Good-Standing Customers as well as any other measures to attenuate the adverse impact of such a Collective Disconnection for an indefinite period of duration when required.
- 23.5. If, at any time during the Collective Disconnection the criteria for Collective Disconnection are no longer satisfied, the Service Provider shall immediately cease the Collective Disconnection, restore Water Services, and shall inform the Regulator about the fact as soon as practical but in no event in more than twenty-four (24) hours from the intended restart of the provision of Water Services.
- 23.6. Upon the conclusion of Collective Disconnection procedures all Customers that are members of the formerly Qualified Group and that remain not in Good Standing with the

Water and Wastewater Service Provider shall remain subject to the individual Disconnection procedures.

Section 24: Reconnection Payment for Collective Disconnections

The Water and Wastewater Service Provider shall be entitled to levy a reconnection Payment as per

Section 34: Payments for Disconnection Notices, Disconnections, and Reconnections to cover actual costs incurred and approved in advance by the Regulator.

Section 25: Compensation for Damages from Collective Disconnection

In the event that a Water and Wastewater Service Provider fails to follow the procedures set forth in this Chapter:

- (a) Any aggrieved Customer within the Qualified Group shall be entitled to compensation for Damages sustained as a result thereof in an amount not to exceed the average amount of the Customer's Water Invoice during the previous six (6) months or a lesser period for which there is payment history;
- (b) The amount of Damages shall be determined by the Regulator; and
- (c) The Customer and the Water and Wastewater Service Provider shall each have the right of legal recourse in respect of any such ruling.

Section 26: Compensation to Customers in Good Standing

- 26.1. In the event that a Water and Wastewater Service Provider as part of a Collective Disconnection that has followed the procedures set forth in this Rule Disconnects Customers in Good Standing, the Water and Wastewater Service Provider shall compensate those Customers by providing a credit on future Invoices for Water Services at a rate two times the average volume of water these Customers would have used had they not been affected by the Collective Disconnection.
- 26.2. For the purposes set forth in sub-section 26.1, the Water and Wastewater Services Provider shall deem that the water the Customers in Good Standing would have used had they have not been affected by the Collective Disconnection shall be equivalent to the average volume of water consumed by these Customers in the last three (3) months prior to the month where the Collective Disconnection has started unless otherwise is determined by the Regulator upon the grant of authorisation for such Collective Disconnection.

PART V: RECONNECTIONS and GUARANTEE DEPOSITS

Chapter 6: Reconnections of Water Service

Section 27: Reconnection by the Water Service Provider

- 27.1. A Water and Wastewater Service Provider shall reconnect a Customer's Water Service not later than two (2) Business Days after such Customer has paid the full amount owing on its Invoice or entered into or complied with the terms of any Payment Arrangement.
- 27.2. A Water and Wastewater Service Provider may agree to reconnect Water Services to a Customer prior to such Customer's repayment in full of an unpaid Invoice provided that a Payment Arrangement has been agreed as per the provisions of this Rule.

Section 28: Refusal to Reconnect

- 28.1. Water and Wastewater Service Provider may choose to refuse to supply a Customer with repeated non-payment of Invoices for Water and Wastewater Service unless such Customer would effectuate a Guarantee Deposit as per the provisions of this Rule.
- 28.2. Under such circumstances, the Water and Wastewater Service Provider shall be entitled to remove the Customer's Water Services Equipment as per Section 30: Confiscation of Water Services Equipment.³⁰
- 28.3. 28.3. In the event that the premises formerly serviced by such service connection requires reconnection, either by the same or a new occupant, the Water and Wastewater Service Provider shall be entitled to treat such reconnection of service to those premises as a new connection, one week after the Water and Wastewater Service Provider has notified or has made reasonable attempts to notify Customer of its intentions under this section.

Section 29: Unlawful Reconnections

- 29.1. The Water and Wastewater Service Provider shall be entitled to disconnect the Customer immediately and without Disconnection Notice upon identification of an unlawful reconnection.
- 29.2. A Customer that unlawfully reconnects subsequent to a Disconnection shall be subject to penalties as specified by the Regulator, such penalty to be added by the Water and Wastewater Service Provider to the Customer's Invoice.

Section 30: Confiscation of Water Services Equipment

- 30.1. The Water and Wastewater Service Provider are entitled to confiscate and remove from the Customer's premises all Water Service Equipment, including all metering equipment placed at the Customer's premises in case the Customer, further to a Disconnection, effects repeated Unlawful Connections notwithstanding the levy of penalties as determined under Section 29: Unlawful Reconnections.
- 30.2. Before physically removing all Water Service Equipment, the Water and Wastewater Service Provider shall make an inventory of all assets that have been removed, shall note their condition and any damages caused by the Customer in such assets that has not resulted from a prudent and normal use of the assets that shall be kept for one (1) year or until reconnection of Water Services, whichever comes sooner.
- 30.3. Before the removal of any confiscated Water Services Equipment from the Customers' premises the Water and Wastewater Service Provider shall also verify whether the Service Connection is shut-off so there is no leakage, nor risk of contamination to the Water Network.
- 30.4. The Water and Wastewater Service Provider is entitled to demand and obtain from the Customer a full compensation for any damages caused to Water Services Equipment by the Customer as described and estimated in the records kept as per sub-section 30.3 above before proceeding with the reconnection of the Customer to the Water Network.

Chapter 7: Guarantee Deposits

Section 31: Guarantee Deposits

- 31.1. A Water and Wastewater Service Provider shall be entitled to require a Customer that has previously been subject to Disconnection to pay a Guarantee Deposit not to exceed twice the average of the total amount payable shown in the Customer's monthly Invoices issued as of the last preceding twelve (12) month period, excluding value added tax and any other taxes, official emoluments and dues charged on the Invoice by any public authority.
- 31.2. A Guarantee Deposit shall not relieve the Consumer of its obligation to pay the Water and Wastewater Service Provider's Invoices as they come due.
- 31.3. Where a Consumer has made a Guarantee Deposit and where Water Service to such Customer is subsequently Disconnected because of non-payment of Invoices, unless the Customer shall, not later than four (4) Business Days after having been Disconnected apply for reconnection of Water Service and pay the Delinquent Account, the Water and Wastewater Service Provider shall be entitled to apply the Guarantee Deposit toward the discharge of such Delinquent Account and may require the Customer to reinforce from time to time the balance of the original Guarantee Deposit up to the maximum amount determined under sub-section 31.1.
- 31.4. Water and Wastewater Service Provider shall apply the Guarantee Deposit to payment of subsequent Invoices until such deposit shows a zero balance as from the first month following twelve (12) consecutive months where the Customer has paid all Invoices, including any amounts cumulatively due as per any Payment Arrangement, within the respective due dates.

PART V: PAYMENT ARRANGEMENTS

Section 32: Payment Arrangements

- 32.1. When a Domestic Customer is unable to pay an Invoice to the Water and Wastewater Service Provider, Water Service to the Customer shall continue provided that the Water and Wastewater Service Provider and the Customer agree to a Payment Arrangement where the Customer.
 - (a) (a) pays the Invoice and any Delinquent Account in reasonable installments; and
 - (b) (b) pays future Invoices by the due date printed on the Invoice or as per the agreed Payment Arrangements.
- 32.2. Payment Arrangements may stipulate that:
 - (a) the Water and Wastewater Service Provider will allow the Customer to pay unpaid Invoices and Delinquent Account in installments over a period of time not to exceed twelve (12) months; and that
 - (b) during the installment payment period the Customer must always be required to pay current Invoices.

- 32.3. When determining whether or not to agree to enter into a Payment Arrangement and the terms and conditions to propose to the Customers the Water and Wastewater Service Provider shall consider the following:
- (a) the amount of the Invoice and Delinquent Account;
 - (b) the estimated amount of the Customer's future monthly Invoices;
 - (c) the Customer's payment history in respect of Past Debt;
 - (d) whenever such an appraisal is possible or practical, the reasons why the Past Debt is unpaid and whether those reasons will or will not be likely to subsist during the period where the Payment Arrangement would remain in force; and
 - (e) in the case of an Indigent Customer, his ability to pay as confirmed by the competent social security authorities, whenever this information can be readily available.
- 32.4. The Water and Wastewater Service Provider and Customer shall enter into a Payment Arrangement in writing under a contract that shall substantially follow the content and format of the model contract attached as an appendix to this Rule.
- 32.5. The Water and Wastewater Service Provider shall prepare and issue a copy to the Customer of a draft of the contract referred to under sub-section 32.4 above not later than five (5) Business Days after the date where the Customer has been approached to enter into a Payment Arrangement so as to grant to the Customer an opportunity for the review and verification of the terms of such agreed Payment Arrangement.
- 32.6. The draft contract whereby a Payment Arrangement is to be agreed with the Customers or any communication sent at the same time to the Customer for such effect shall specifically note that:
- (a) failure to comply with the Payment Arrangement may result in Disconnection; and
 - (b) the Customer is entitled to contact their local Customers' Consultative Committee if the Customer disagrees with the terms of the draft contract whereby the Payment Arrangement is to be agreed within ten(10) Business Days from the date of receipt of the draft of such contract.
- 32.7. The Water & Wastewater Service Provider shall not disconnect any Customer for failure to comply with a Payment Arrangement that has not been agreed upon with the Customer in writing as per the contract referred to under sub-section 32.4.
- 32.8. If the Costumer fails to enter into a contract with the Water and Wastewater Service Provider for the provision of a Payment Arrangement for the payment of any Invoices owed by the Customer for Water and Wastewater Services rendered, within 10 (ten) Business Days from the date of receipt of such draft contract or from any decision taken in that respect by the Customers Consultative Committee, the Water and Wastewater Services may deem that the Customer has refused to enter into a Payment Arrangement

and shall be entitled to Disconnect such Customer within the terms and conditions set forth in this Rule.

Section 33: Good Faith Disputes

- 33.1. In the event of a Good Faith Dispute, on any amounts due in a Delinquent Account or under a Payment Arrangement or in a Current Invoice, a Water and Wastewater Service Provider shall not be entitled to Disconnect Water Service until it completes an investigation and the Customer agrees to the payment terms as determined in Administrative Direction No 2003 [xx] “Implementing UNMIK Regulation No. 2000/49 On The Establishment Of The Administrative Department Of Public Utilities”, dated_____.
- 33.2. Any investigation of a Good Faith Dispute must include:
- (a) Review of Water and Wastewater Service Provider records to identify date and amount of Invoices sent to the Customer and date and amount paid by the Customer;
 - (b) Review of Customer’s receipts for payments;
 - (c) Summary of results showing the total amount owed by the Customer.
- 33.3. The Water and Wastewater Service Provider will report the results of the investigation conducted pursuant to sub-section 33.2 to the Customer and maintain written records for a minimum of two (2) years after the investigation results are reported to the Customer.
- 33.4. Good Faith Disputes that cannot be resolved amicably may be referred to the Customers’ Consultative Committees at the request of the Customer as per procedures established for such committees.

Section 34: Payments for Disconnection Notices, Disconnections, and Reconnections

- 34.1. When a Water and Wastewater Service Provider dispatches its employees to the premises of any Customer for the purpose of delivering a Disconnection Notice, or Disconnecting such Customer, or Reconnecting a Disconnection, then a payment may be added by the Water and Wastewater Service Provider to such Consumer's Invoice to cover cost to the Water and Wastewater Service Provider of dispatching such employee to a Customer’s premises.
- 34.2. Payments referred to under sub-section 34.1 shall be calculated and charged as per an Appendix 1to this Rule.

PART VII: ENFORCEMENT, PENALTIES, AND APPEALS

Chapter 8: Enforcement of Disconnection Rule

Section 35: Enforcement of Disconnection Rule

- 35.1. The Regulator will monitor compliance with Disconnection procedures established in this Rule and may take enforcement action or Service Tariff decisions based on performance of a Water and Wastewater Service Provider.

- 35.2. Monitoring of compliance shall be made on the basis of the records and reports prepared and kept by the Water and Wastewater Service Providers as per the rules that the Regulator shall determine from time to time.

Chapter 9: Records and Reports on Disconnections

Section 36: Records and Reports on Disconnections

- 36.1. All records related to Disconnections shall be kept at the main office of the Water and Wastewater Service Provider and shall be available during regular business hours for examination by the Regulator.
- 36.2. Each Water and Wastewater Service Provider shall prepare and file reports to the Regulator by the 15th day of the month following the end of months March, June, September, and December.

Chapter 10: Offenses and Penalties

Section 37: Offenses and Penalties

- 37.1. Failure to comply with any of the procedures and timelines specified in this Rule shall constitute an offence and may subject the defaulting Water and Wastewater Service Provider to a fine levied as per the UNMIK Regulation No. 2004/49 On the Activities of Water and Waste Services Providers Administrative Direction Number [] on [] dated of []
- 37.2. Fines shall be levied as per the procedures established under the Rules on levying of fines and with any other procedural Rules as determined by the Regulator from time to time.

Chapter 11: Appeals

Section 38: Appeals

- 38.1. Water and Wastewater Service Providers may appeal to the Review Committee established pursuant Administrative Direction Number [] On the [] of [] to the UNMIK Regulation No. 2004/49 On the Activities of Water and Waste Services Providers on any concrete decisions of the Regulator on the enforcement of the Disconnection procedures established under this Rule.
- 38.2. The Water and Wastewater Service Providers may also appeal to the courts of Kosovo from any decision of the Review Committee taken on any concrete decisions as to the enforcement of the provisions established in this Rule as per the UNMIK Regulation No. 2004/49 On the Activities of Water and Waste Services Providers referred to in Sub-Section 38.1. above.

PART VIII: MISCELLANEOUS

Section 39: Official Language of the Rule

- 39.1 This Rule is issued and published in three (3) versions written in the official languages in use in Kosovo:
- (a) English;
 - (b) Albanian; and
 - (c) Serbian.
- 39.2 In case of any discrepancy between any of the versions in which this Rule has been issued, the English version shall prevail.

Section 40: Entry into Force

This Rule shall enter into force thirty (30) days from the date of its issuance.

Paulino Brilhante Santos
Director

Afrim Lajci
Deputy Director

Water and Waste Regulatory Office

APPENDICES

Appendix # 1: Sample Disconnection Notice

Appendix # 2: Payments for Disconnection Notices, Disconnections, and Reconnections

Disconnection of Service	25 euros
Reconnection of Service	25 euros
Repair of Leaks on Customer's Premises	at published rates for materials and labor not to exceed 100 euros

Appendix # 3: Format for Quarterly Report on Disconnections

Appendix # 4: Payment Arrangement

Insert contract for Payment
Arrangement2_____
