



WATER AND WASTE REGULATORY OFFICE
ZYRA RREGULLATORE PËR UJË DHE MBETURINA
REGULATORNI URED ZA VODU I OTPAD



Instituti Kombëtar i Shëndetësisë Publike të Kosovës
National Institute of Public Health of Kosovo

**MEMORANDUM OF UNDERSTANDING
BETWEEN:
THE WATER AND WASTE REGULATORY OFFICE (WWRO) AND
THE NATIONAL INSTITUTE OF PUBLIC HEALTH IN KOSOVO (NIPHK)**

February 2007

1. Parties to this Memorandum of Understanding (MOU)

This MOU concerns the following two parties in relation to monitoring, reporting and enforcement of drinking water quality standards in Kosovo:

- Water and Waste Regulatory Office (WWRO) and
- The National Institute of Public Health in Kosovo (NIPHK).

The legal provisions currently in force in Kosovo covering the core activities of these bodies are summarised in the following section:

a) WWRO

The Water and Waste Regulator Office is the Independent body responsible for economic regulation of all the water and waste Publicly and Socially Owned Enterprises (POEs and SOEs) and Bulk Water Suppliers in Kosovo in accordance with UNMIK Regulation 2004/49 (hereafter called the Regulations) and the associated Rules. Specifically, Section 32 of the Regulations sets out measures for enforcing drinking water standards including penalties for service providers guilty of providing water “unfit for human consumption”. Section 13 of the Regulations sets out the arrangements for WWRO to permit formal exemptions to service providers in situations where drinking water standards are not being achieved.

b) NIPHK

The National Institute for Public Health in Kosovo is a Reference Institution within Ministry of Health (MoH), responsible for routine monitoring, testing and enforcing drinking water standards in Kosovo. The responsibilities for the NIPHK in relation to monitoring, testing and enforcing drinking water standards are set out in Administrative Instruction (Health) 2/1999. This Instruction requires NIPHK to monitor and enforce¹ drinking water standards for all existing and future providers of drinking water for food and beverage, processing and manufacture, including public administrations, public water enterprises, private enterprises and individual persons. The standards also apply to producers, suppliers and vendors of bottled drinking water in Kosovo.

¹ Section 7 of Administrative Instruction 2/1999 requires NIPHK to “propose procedures to UNMIK for investigating the causes where samples fail to meet the standards including arrangements for enforcement and arrangements for levying financial penalties”. To date these procedures have not been developed by NIPHK.

2. Standards in force for Drinking Water quality in Kosovo

The drinking water quality standards applicable in Kosovo are defined in UNMIK Administrative Instruction (Health) 2/1999. These standards are based on earlier Yugoslav standards and do not necessarily correspond² to the latest EC Drinking Water Directive (98/83/EC). NIPHK are seeking donor support for revising the standards in line with latest EC Drinking Water Directive (98/83/EC).

3. Purpose of this MOU

The purpose of this Memorandum of Understanding (MOU) is to define the key responsibilities of both parties and to provide a framework for long term cooperation between the two parties as defined above in connection with monitoring, reporting and enforcing compliance with drinking water standards and related issues concerning water and wastewater service providers licensed to provide water (and wastewater services) in Kosovo. The MOU is not a legal document.

4. Scope of this MOU

The scope of this MOU is limited to water services provided by licensed water and wastewater service providers in Kosovo (ie POEs and SOEs) in accordance with WWRO's remit as set out in section 1 of the Regulations. The scope of this MOU does not cover water quality issues for private supplies or rural supplies which are not under the responsibility of licensed water and wastewater POE and SOE service providers and thus outside the responsibilities of WWRO.

5. Responsibilities of the parties to the MOU

a) Sharing information

Both parties agree to share information and to seek agreement on a common approach in all matters concerning the monitoring, testing and enforcing of drinking water quality compliance supplied by licensed water and wastewater service providers-especially where there is evidence of persistent³ bacteriological problems in public water supplies. In particular the monthly monitoring information collected by NIPHK shall be provided to WWRO by NIPHK by electronic means within 10 working days of the end of each preceding month and any significant incidents of non-compliance identified.

b) Annual meeting to review performance of water and wastewater service providers

Both parties shall agree to meet at least once a year on the anniversary of the signing of this MOU to review the quality of water provided in the previous year by in relation to the drinking water quality standards, especially bacteriological quality. The parties shall also review the scope of the MOU and agree any necessary modifications.

c) Investigating problems

Where a problem concerning water quality compliance with the standards is apparent through the routine monitoring undertaken by NIPHK or via any other source of reliable information-especially problems concerning persistent bacteriological compliance with the standards, both parties shall meet within 5 working days of the drinking water quality results being reported and

² NIPHK is in the process of seeking financial support from donors to update the standards in accordance with the latest EC Drinking Water Directive (98/83/EC).

³ ie covering more than one NIPHK report for the service area concerned

circulated by NIPHK and agree on a course of action including direct joint discussions with the licensed water and wastewater service providers to determine *inter alia*:

- The reason(s) for the non compliance
- The immediate measures proposed to be taken by the water and wastewater service provider including additional treatment, alternative provision of safe drinking water, media coverage etc
- The long term measures to be taken by the water and wastewater service provider including provision of additional/new/refurbished treatment facilities together with the funding arrangements
- Any training measures to be undertaken
- Arrangements for notification of the incident to Municipal Sanitary Inspectors, KTA and any other party
- Media notices
- An assessment of the risk to public health currently, following introduction of the immediate measures and in the longer term once the proposed long term measures have been implemented

All formal discussions between the parties concerning water quality issues including the WWRO, NIPHK and water and wastewater service provider management shall be minuted by one of the parties as agreed and copies circulated to all parties within 10 working days of the discussions.

d) Correspondence with water and wastewater service providers

Any correspondence between either party and the water and wastewater service providers concerning drinking water quality issues and remedial measures required to address the problem (both immediate and long term) shall be copied to the other party to this MoU. Wherever possible the main points of all correspondence from either party to the POE concerning drinking water quality issues shall be agreed with the other party and the letter sent either jointly or supported in writing by both parties in all correspondence with the water and wastewater service providers.

Kosovo Trust Agency (or its successor body) shall be also be copied all correspondence with water and wastewater service providers related to drinking water quality standards.

6. Application of Penalties

In accordance with Section 32 of the WWRO Regulations, a service provider shall be guilty of a violation and liable to pay an administrative fine up 50,000 euros if it *inter alia*, “supplies water unfit for human consumption”⁴.

Application of penalties through due legal process shall be considered only **as a last resort by the parties**. Both parties shall endeavour to persuade water and wastewater service providers to address water quality issues through a constructive debate based on an agreed solution or solutions. Both parties shall avoid commenting on or advising water and wastewater service provider on suitable technical solutions to water quality problems which is the responsibility of the water and wastewater service provider.

⁴ There is no current definition for “water unfit for human consumption” in the UNMIK regulation 2004/49

However, if the water company cannot demonstrate to WWRO that it has taken reasonable steps to address persistent bacteriological failures in the water supply in the short term as identified in the NIPHK monthly reports for the service area concerned, WWRO supported by NIPHK may consider the application of penalties up to 50,000 euros in accordance with Section 32 of the regulations.

Note: Persistent means extending over more than one monthly report by NIPHK.

7. Formal exemptions by WWRO

Formal exemptions may be granted to water and wastewater service providers by WWRO in accordance with section 13 of the Regulations, for service standards including the quality of water. Chemical and physical parametric non-compliance may be subject to this provision. However, in accordance with WWRO internal policy⁵ of the application of Penalties in accordance with section 32 of the Regulations, exemptions will **not** be allowed by WWRO for water and wastewater service providers where persistent bacteriological non compliance in drinking water quality has taken place extending to more than one monthly report by NIPHK.

8. Training needs

Any training in good practice related to water quality issues if required by water and wastewater service providers may be provided by NIPHK.

Signed by the parties

Director of WWRO 

Date... 28/02/2007

Director of NIPHK 

Date... 28/02/07

⁴ There is no current definition for "water unfit for human consumption" in the UNMIK regulation 2004/49

⁵ Currently under development by WWRO