



WWRO – R 05 / SWC

WATER AND WASTE REGULATORY OFFICE (“WWRO”)

RULE

FOR FORGIVENESS AND SETTLEMENT OF PAST DEBT

FOR

WASTE COLLECTION SERVICES IN KOSOVO

26 January 2005

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PART 1 GENERAL PROVISIONS

Chapter 1 : Authority, Scope, Purpose and Definitions

Section 1 : Authority for this Rule

The Regulator issues this Rule under the authority of UNMIK Regulation No 2004/49 On The Activities of Water and Waste Services Providers in Kosovo, dated 26 November 2004.

Section 2 : Scope

All currently operating Waste Collection Services Providers shall proceed as per the requirements of this Rule for a one-time forgiveness and settlement event of Past Debts owed to them by any and all of their Customers.

Section 3 : Purpose

- 3.1 The purpose of this Rule is to provide enabling terms and conditions for Customers to benefit from the forgiveness of Past Debt and for the settlement of the portion that shall not be forgiven and for Waste Collection Services Providers to write-off from their business records Past Debts for which recovery in part or in whole is unlikely.
- 3.2 The eligibility for forgiveness and/or settlement of Pasty Debts pursuant to this Rule is conditioned upon the Customer acknowledging its responsibility to pay all current Invoice as well as those following the amnesty period covered in the Contract for Payment of Past Debts.

Section 4 : Definitions

The terms and expressions used in this Rule shall bear the following meaning:

- “**Business Day**” means any day, other than Saturday, Sunday, statutory holiday or Official Holiday in Kosovo;
- “**Commercial /Industrial Customer**” means any person, legal entity, or business organization classified by the Service provider as a Customer using the Services for or in connection with the exercise of a commercial or industrial activity;
- “**Contract for Payment of Past Debts**” means the written agreement entered into and between a Waste Collection Services Provider and a Customer for the purpose of making a Payment Arrangement;
- “**Customer**” means a Person that has entered into a Services Contract with a Waste Collection Services Provider or has received such services from a Waste Collection Services Provider;
- “**Customer Consultative Committee**” means a committee established by the Regulator for each Service Area to investigate and resolve Customers` Complaints pursuant to Section 17 of the UNMIK Regulation No. 2004/49 “On The Activities of Water and Waste Services Providers”;
- “**Enterprise**” means any Enterprise or assets the Kosovo Trust Agency has the authority to administer pursuant to Section 5 of UNMIK Regulation No. 2002/12, 13 June 2002, On the Establishment of the Kosovo Trust Agency
- “**Establishment**” means any location at which Waste Collection Services are sought or provided;

- “Good Faith Dispute”** means a dispute about an Invoice issued by a Waste Collection Services Provider that is initiated by the Customer in writing before such an Invoice becomes due for payment;
- “Indigent Customer”** means a Customer registered in the Kosovo Social Assistance Scheme or a similar scheme operated by the Ministry of Labour and Welfare;
- “Institutional Customers”** means any legal entity classified by the Waste Collection Service Provider as a governmental authority, international organisation or institution that carries out activities of common or public interest and that is not registered as a business organization in accordance with UNMIK Regulation On the Registration of Business Organizations in Kosovo;
- “Invoice”** means a document sent by a Waste Collection Services Provider to a Customer and which itemizes the services rendered and/or the goods delivered, the applicable Services Tariffs, their prices or applicable fees, any taxes and/or any other official charges, levies and/or official emoluments levied on the provision of such services and/or goods and the total amount of money owed by the Customer. The Waste Collection Services Provider may at his discretion, and/or as required by law and/or as it may be determined by the Regulator from time to time include additional, information;
- “Licensed Disposal Facility”** means a facility which is licensed by the Ministry of the Environment and Spatial Planning and operated by an entity duly licensed by the Regulator for such purpose where Municipal Solid Waste can be lawfully disposed of;
- “Kosovo Social Assistance Program”** means any program under or administered by the Ministry of Labour and Social Welfare that sets criteria for and certifies the eligibility of economically disfavoured and destitute people.;
- “Medical Waste”** means any waste originating from a healthcare providing facility or activity and includes infectious, anatomical, sharp, chemical and pharmaceutical waste products. All waste originating from such healthcare providing facilities or activities that does not contain risk waste as listed shall be recognized as commercial solid waste;
- “Municipal Solid Waste”** means solid waste, not being Hazardous Waste, Medical Waste or Toxic Waste from household, commercial, institutional or industrial sources and processed wastes;
- “Municipality”** means the local Municipalities set out in Schedule A to UNMIK Regulation No. 2000/43 of 27 July 2000 On the Number, Names and Boundaries of Municipalities;
- “Past Debts”** means all Waste Collection related debts of a Customer as evidenced by undisputed Invoices issued by the Waste Collection Services Provider to that Customer on or before 31 December 2002 and 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;
- “Past Debt Forgiveness”** means the Waste Collection Services Provider, as creditor shall cease any ongoing or future action against any debtor Customer to collect any unpaid Invoices or parts thereof and shall write off the forgiven amount from its business records;

- “Past Debt Settlement”** means the process by which the Waste Collection Service Provider agrees to exonerate the Customer from paying any Past Debts in full or in part as per the terms and conditions of a Payment Arrangement.
- “Payment Arrangement”** means an arrangement between a Waste Collection Services Provider and a Customer for the purpose of paying Past Debts and as defined and regulated in the appropriate Rule on Past Debts.;
- “Person”** means an individual, legal or public entity including a corporation, a partnership, a trust, an unincorporated organisation, a government or any agency or subdivision thereof;
- “Register of Customers”** means the register created, kept and maintained by the Waste Collection Services Provider and which contains relevant information about the Customer as detailed in the Rule on Customer Charter or Waste Collection Services in Kosovo;
- “Regulator”** means the authority responsible for the economic regulation of Waste Collection Services Providers and Waste Collection Services under applicable law and regulations;
- “Residence”** means any house, dwelling, multi-unit residence, apartment building, house or any other building utilized for residential purpose;
- “Residential Customer”** means any Customer whose service unit is the Residence;
- “Rule on Customer Charter”** means the rule issued by the Regulator and which establishes the rights and obligations of the Waste Collection Services Providers and the Customers;
- “Service Area”** means in relation to the Service License, the region or Municipality within which the Waste Collection Services Provider may provide its services;
- “Service Contract”** means an agreement entered into between a Waste Collection Services Provider to govern the provision of Waste Collections Services;
- “Service Tariffs”** means any rates, charges or fees of a Waste Collection Services Provider in relation to the provision of Waste Collection Services to its Customers;
- “Waste Collection Services Provider”** means any Person providing or intending to provide Waste Collection Services;
- “Waste Collection Services”** means collecting Municipal Solid Waste and transporting it to a Licensed Disposal Facility.

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 Administrative Direction authorizing this Rule or in any other law applicable in Kosovo; and
- (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 in accordance with the powers that have been granted to the Regulator; and
- (c) The singular includes the plural and vice versa; and

- (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.

Chapter 2 : General Principles

Section 6 : Applicability

All existing Waste Collection Services Providers are required to comply with this Rule should they wish to forgive or otherwise settle Past Debts.

Section 7 : Basic Principles

- 7.1 Nothing stipulated in this Rule shall be construed as to:
 - (a) Exonerate the Waste Collection Services Provider from the obligation of providing Waste Collection Services to Customers; and
 - (b) Exonerate Customers from the obligation of paying Invoices submitted by the Waste Collection Services Provider for rendering Waste Collection Services; and
 - (c) Prevent a Customer to question in good faith, the amount of an Invoice by lodging a Customer complaint in accordance with procedures established by the Regulator for the settlement of Good Faith Disputes.
- 7.2 Pursuant to sub-Section 7.1 above, the Waste Collection Services Provider may, following authorization from the Regulator, forgive and write-off Past Debts of any Customer or agree with any Customer to settle the such Bad Debts under a Payment Arrangement whenever warranted by normal economic and managerial reasons and is done in a non-discriminatory manner.
- 7.3 For the avoidance of doubt, the Waste Collection Services Provider has the right but not the obligation to enter into any arrangement, legal under the laws in Kosovo, with the Customer for the purpose of settling or forgiving Past Debts through a Payment Arrangement.

Section 8 : Non-Discrimination

The Waste Collection Services Provider shall not discriminate against any Customer with respect to any racial, ethnic, cultural, or economic characteristics or relative to the standard of living of the Customer living in any part of the Service Area, in its application of its policy on forgiveness and settlement of Bad Debts.

PART 2 PROCEDURES

Chapter 1 : Past Debts

Section 9 : Past Debt Forgiveness and Settlement

- 9.1 The Waste Collection Services Provider may forgive to any and all Customers, one hundred percent (100%) of the amount of the Past Debts evidenced by Invoices issued prior to the 31st of December 2000 inclusive;

- 9.2 The Waste Collection Service Provider may forgive to Residential, Industrial and to Commercial Customers up to fifty percent (50%) of the amount of Past Debts evidenced by Invoices issued between the 1st of January 2001 and the 31st of December 2001 inclusive. The Customer shall have the obligation to pay in full the fifty percent (50%) balance amount of the said Invoices.
- 9.3 All Past Debts evidenced by Invoices issued, by the Waste Collection Services Provider between the 1st of January 2001 and the 31st of December 2001 inclusive, to Institutional and to International Customers shall not qualify for debt forgiveness as established under this Rule and shall be due and paid in full by appropriate Customer.
- 9.4 All Past Debts evidenced by Invoices issued, by the Waste Collection Services Provider between the 1st of January 2002 and the 31st of December inclusive, to all categories of Customers shall not qualify for debt forgiveness as established under this Rule and shall be paid in full by the Customer.

Section 10 : Conditions for Past Debts Forgiveness and Settlement

The Waste Collection Services Provider is authorized to grant forgiveness or settle Past Debts to Customers through a Payment Arrangement under the following conditions:

- (a) The Customer and the Waste Collection Services Provider shall execute, as applicable, a Service Contract for Waste Collection Services; and
- (b) The Customer shall be obligated to pay in totality any Past Debts or any part thereof that has not been forgiven and shall be entitled to make the payment through a Payment Arrangement as stipulated in Section 12 below.
- (c) The Waste Collection Services Provider shall be entitled to cancel any ongoing Past Debts Settlement process with a Customer in the event of failure by said Customer to pay any part of a Past Debts which is not forgiven relative to the terms and conditions established in the Payment Arrangement, or fails to pay three (3) or more Invoices issued following the date at which the Contract for Payment of Past Debts was signed.

Section 11 : Write-off of Past Debts

Waste Collection Services Providers shall be obligated to use the Kosovo Accounting Standards or other internationally accepted accounting standards authorized for use in Kosovo to make the appropriate adjustments to its accounts receivable ledger and financial records to reflect any Past Debts amount forgiven or settled in accordance with any Payment Arrangement agreed upon pursuant to this Rule.

Chapter 2 : Payment Arrangements and Disputes

Section 12 : Payment Arrangements

- 12.1 As it can be agreed with the Customer, the Waste Collection Services Provider shall entitle the Customer to pay Past Debts in equal monthly instalments extending over a period of time no exceeding twelve (12) months.

- 12.2 The Customer shall be obligated to make the first payment for the agreed upon amount within two (2) Business Days following the date of entry into force of the Payment Arrangement or the Contract for the Payment of Past debts as applicable.
- 12.3 The Customer shall, in addition to those required under a Payment Arrangement, be obligated to make concurrent payments in full of all current Invoices for Waste Collection Services as they become due.
- 12.4 The Waste Collection Services Provider shall confirm all Payment Arrangements in writing and issue a copy to the Customer no later than five (5) Business Days following the date at which such an arrangement was made so as to provide the Customer with the opportunity for review and verification of the agreed upon terms and conditions.
- 12.5 The written confirmation made pursuant to sub-Section 12.3 above shall inform the Customer that the Customer is entitled to contact, within a maximum of ten (10) days following the date at which the written confirmation was received, the Customer Consultative Committee located in the Service Area within which the serviced location or property is located in the event that the Customer disagrees with the terms of the confirmation of a Payment Arrangement.
- 12.6 The Waste Collection Services Provider may at its option evidence the Payment Arrangement entered into with a Customer by means of executing a Contract for Payment of Past Debts in a format resembling the one provided in an appendix to this Rule.

Section 13 : Good Faith Disputes

- 13.1 In the event of a Good Faith Dispute, on any amount due under a Payment Arrangement, the Waste Collection Services Provider shall not be entitled to discontinue or stop the provision of Waste Collection Services.
- 13.2 Investigations on Good Faith Disputes arising from a Payment Arrangement shall include:
 - (a) a review of the Waste Collection Services Provider's appropriate business records to identify the dates at which Invoices were sent to the Customer, the amount of said Invoices as well as the amount and the date at which the Customer made payment for the said Invoices; and
 - (b) a view of the Customer payment receipt slips remitted by the Waste Collection Services Provider; and
 - (c) a review of the Past Debts Summary Report as found in an appendix to this Rule.
- 13.4 The Waste Collection Services Provider shall report the result of the investigation conducted pursuant to sub-Section 13.2 above to the Customer and in addition shall maintain the written record of the investigation for a minimum of two (2) years following the date at which the investigation results were reported to the Customer.
- 13.5 The Customer shall be entitled to refer to the Customer Consultative Committee in accordance with the procedures established for such committees, any Good Faith Dispute that cannot be resolved amicably.

Section 14 : Continued Non-Payment of Invoices

- 14.1 A Customer who does not comply with the terms of a Payment Arrangement completed with the Waste Collection Services Provider shall have the full amount due on their Invoices, including Past Debts, falling due and payable within twenty (20) Business Days from the date at which they have defaulted on the terms of such Payment Arrangements.
- 14.2 In the event foreseen under sub-Section 14.1 above, the Waste Collection Services Provider shall prepare an Invoice showing the full amount due, the date at which the payment is to be made, the location where such a payment can be made and deliver it to the Customer.
- 14.3 Continued non-payment of all amounts determined in a Payment Arrangement as they become due and payable pursuant to sub-Section 14.1 above, as evidenced in the Invoice referred to in sub-Section 14.2 above shall entitle the Waste Collection Services Provider to seek remedy through the jurisdiction of the courts of Kosovo or through other legal means as available.

Chapter 3 : Special Situations

Section 15 : Indigent and Destitute

- 15.1 A Customer registered with the Kosovo Social Assistance Scheme or one classified by the Ministry of Labour and Social Welfare as indigent and destitute as of the date of entry into force of this Rule shall not be required to pay any arrears prior to year 2003.
- 15.2 Notwithstanding the limitations of sub-Section 15.1 above, the referenced Customer shall pay all Invoices issued from January 1st, 2003 by the Waste Collection Services Provider for Waste Collection Services.

Section 16 : Abandoned or Empty Property

A Customer requesting delivery of Waste Collection Services to be resumed to a property or Establishment that was abandoned or empty or recognized as such by the Waste Collection Services Provider in its business records, shall not be held responsible for any unpaid Invoices or Past Debts issued by the Waste Collection Services Providers for Waste Collection Services rendered to said property or Establishment, provided said Customer proves its prior ownership and/or non-prior occupancy or by any family member or relatives.

Section 17 : New Owner or Occupant

- 17.1 The Customer is responsible for unpaid Invoices starting with the date of their ownership or occupancy.
- 17.2 The Waste Collection Services Provider shall assume occupancy of one full year unless the new owner or new occupant is able to prove that date at which ownership or occupancy occurred, in which case the amount Invoiced shall be only for actual time owned or occupied.
- 17.3 The date at which ownership or occupancy occurred may be evidenced by:
 - (a) The date of application to receive Waste Collection Services was submitted by the Customer to the Waste Collection Services; and/or

- (b) The date at which the Customer submitted an application to receive either electricity or district heating services.
- 17.4 The time of occupancy will be calculated by the Waste Collection Services Provider in units of whole and complete months beginning with the first month of ownership or occupancy.

Chapter 4 : Records and Reports

Section 18 : Records

- 18.1 All Waste Collection Services Provider shall annotate their Register of Customers to show at any time:
- (a) the amount of Past Debts owed by each Customer; and
 - (b) the amount of Past Debts forgiven under this Rule; and
 - (c) the balance amount of Past Debts remaining to be paid by the Customer either under a Payment Arrangement or a Contract for the Payment of Past Debts; and
 - (d) the amount of other Invoices related due by the Customer and related to Waste Collection Services.
- 18.2 The records prepared and maintained pursuant to sub-Section 18.1 above, shall be kept in a confidential manner as required in the Rule on Customer Charter.

Section 19 : Reports

- 19.1 The Waste Collection Services Provider shall prepare and submit to the Regulator a Past Debts summary report listing all Institutional Customers and Socially Owned Enterprises that have a balance owing and which must show the name of the Customer, balance owed, period owned, and status of repayment and shall remit a copy of the said summary report to the Kosovo Trust Agency
- 19.2 The Waste Collection Services Provider shall prepare and submit to the Regulator a Past Debts summary report listing all International Customers that have a balance owing and which must show the name of the Customer, balance owed, and status of repayment and shall, as appropriate and applicable for each Customer group within this category of Customer, remit a copy to either the SRSB office, or the Head of the EU Pillar or the Commander or the KFOR or the head of the non-governmental organization or other international entities based outside of Kosovo that received Waste Collection Services while functioning or operating in Kosovo.
- 19.3 The Past Debts summary reports foreseen in this Section shall be structured in a manner reflecting the format and content proposed in an appendix to this Rule.

PART 3 MISCELLANEOUS

Section 20 : Languages


- 20.1 This Rule is issued and published in three versions written in the official languages in use in Kosovo, namely:
- (a) English
 - (b) Albanian
 - (c) Serbo-Croat
- 20.2 In case of any discrepancy between any versions in which this Rule has been issued, the English version shall prevail.

Section 21 : Entry into Force

This Rule shall enter into force thirty (30) days upon its issue.

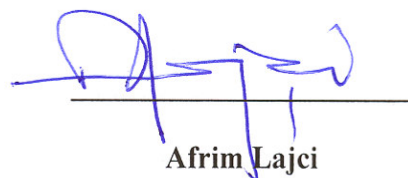
Section 22 : Duration

The Rule shall become null and void within six (6) calendar months of the date of entry into force of UNMIK Regulation No 2004/49 On The Activities of Water and Waste Services Providers in Kosovo referenced Section 1 above.



Paulino Brilhante Santos

Director



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Deputy Director

Water and Waste Regulatory Office

APPENDICES

APPENDIX 1
SAMPLE CONTRACT FOR THE PAYMENT OF PAST DEBTS

CONTRACT FOR THE PAYMENT OF PAST DEBTS

[NAME OF WASTE COLLECTION SERVICES PROVIDER]

[Address of the Waste Collection Services Provider]

[Name of the Municipality]

Reference Number: []

Customer Identification Number: []

Date: []

Customer Account Number: []

This Contract for Payment of Past Debts, hereinafter referred to the “Contract”, is hereby made and entered into this _____th day of _____, 200_ by and between the Waste Collection Services Provider named _____, hereinafter referred to as the “Services Provider” and whose principal business address of record is located at _____, in the Municipality of _____ and /or as applicable in the Village of _____ AND the customer named _____, hereinafter referred to as the “Customer” and whose address of record is located at _____, in the Municipality of _____ and /or as applicable in the Village of _____, FOR the specific and only purpose of acknowledging the amount of past debts, hereinafter referred to as “Past Debts” owed by the Customer to the Service Provider in relation to the provision of waste collection, removal and transport services hereinafter known as “Waste Collection Services” and establishing the undertaking by which the Customer shall pay the said Past Debts.

RECITALS

WHEREAS the Services Provider and the Customer are referred to individually as the “Party” and collectively as the “Parties”; and

WHEREAS the Customer acknowledges that is has been receiving Waste Collection Services from the Services Provider during the period of time during which the Past Debts were accumulated; and

WHEREAS the Customer acknowledges that he or she is not identified by or registered with the Ministry of Labour and Social Welfare as an Indigent Customer; and

WHEREAS the Parties agree that the Services Provider has satisfactorily demonstrated that it has in its business records the Customer’s correct name and address of record and in addition the billing and payment history of the Customer as related to Waste Collection Services; and

WHEREAS the Parties agree that this Contract is entered into in accordance with the UNMIK Regulation No. 2004/49 and with the Water and Waste Regulatory Office Rule No. R 04–SWC of [DATE] On the Settlement of Past Debts in order to regularize the collection and/or settlement of Past Debts owed by the Customer to the Services Provider;

NOW THEREFORE, in view of the foregoing, the Parties hereby agree as follows:

1. RECEIPT, AND ACCURACY OF INVOICE

- 1.1. The Customer hereby acknowledges receipt of the Services Providers invoices, of which originals or copies are attached to this Contract and that said invoices accurately reflect the full amount of all debts owed by the Customer to the Services Provider for Waste Collection Services rendered during the period for which the Past Debts were generated and incurred.
- 1.2. The Customer further acknowledges the Past Debts covered under this Contract were incurred during the period starting on the _____ day of the month of _____, xxxx, and ending on the _____ day of the month of _____, xxxx.

- 1.3. The payments made and or to be made by the Customer as stipulated in this Contract shall constitute payment in full and such payment shall be in complete satisfaction of any and all Past Debts owing by the Customer to the Service Provider that have accrued during the period during which the Past Debts were accrued.

2. AMOUNT OF PAST DEBTS AND PAYMENT TERMS

- 2.1. The Customer hereby acknowledges its obligation to undertake to pay and to pay the full amount of its Past Debts owed to the Services Provider for the total amount of *[insert amount in written format]* Euros (€ _____) as reflected in the Invoice issued by the Services Provider pursuant to the terms of this Contract and attached hereto.
- 2.2. The Services Provider shall not apply any interest to the to the amount, in part or in total, of the Past Debts covered under this Contract.
- 2.3. The Customer accepts to pay the full amount of the Past Debts covered under this Contract under a payment plan consisting of paying in equal monthly instalments, an amount of *[insert amount in written format]* Euros (€ _____) for _____ months, with the first payment to be made on the _____ day of the month of _____, 200_, and the last payment to be made on the _____ day of the month of _____, 200_.

3. MISCELLANEOUS

- 3.1. This Contract and the rights and obligations of the Parties established herein shall be governed by, interpreted, and construed in accordance with the laws of Kosovo and shall be, in the event of any dispute, subjected to the jurisdiction of the courts of Kosovo.
- 3.2. This Contract, together with the Invoice attached hereto, constitute the entire arrangement and agreement between the Parties related to the payment of Past Debts, and supersedes any and all previous, oral or written representations, agreements, or arrangements made or entered into between the Parties in respect thereof.
- 3.3. The Parties agree that the Services Provider shall be entitled to assign any and all of its rights and interests acquired under this Contract to any third party without the consent of the Customer and furthermore the Customer shall not be entitled to assign any of the rights or obligations acquired pursuant to this Contract to any third party without the expressed written consent of the Services Provider.
- 3.4. This Contract is executed in two (2) original copies each of which when executed and delivered by the Parties shall constitute an original.

IN WITNESS WHEREOF this Contract has been executed on the day first above written by:

For and on behalf of: **[Insert Name of the Services Provider]**

Name of authorized representative:

Name of authorized representative

Signature of authorized representative

Date:

For and on behalf of: **[Insert Name of the Customer]**

Name of authorized representative:

Name of authorized representative

Signature of authorized representative

Date:

APPENDIX 2
PAST DEBTS SUMMARY REPORT

Demand for Payment	
Date:	WWRO Inspector:
Public Enterprise:	Contact Person:
International:	Customer Code No.:

Financial Year 2001			
Month	Invoiced	Paid	Balance
January			
February			
March			
April			
May			
June			
July			
August			
September			
October			
November			
December			
TOTAL UNPAID =			

Financial Year 2002			
Month	Invoiced	Paid	Balance
January			
February			
March			
April			
May			
June			
July			
August			
September			
October			
November			
December			
TOTAL UNPAID =			

Financial Year 2003			
Month	Invoiced	Paid	Balance
January			
February			
March			
April			
May			
June			
July			
August			
September			
October			
November			
December			
TOTAL UNPAID =			