



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

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WATER AND WASTE REGULATORY OFFICE (“WWRO”)

RULE
FOR THE SERVICE STANDARDS
FOR
WASTE COLLECTION SERVICE PROVIDERS IN KOSOVO

26 January 2005

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PART 1: GENERAL PROVISIONS

Chapter 1 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

The Scope of this Rule is to list the minimum Service Standards that Waste Collection Service Provider in Kosovo must achieve in the provision of Waste Collection Services and for maintaining the Waste Collection Services systems capable of ensuring minimum standards of quality, safety, and reliability.

Section 3: Purpose

The purpose of this Rule is to ensure that Waste Collection Services are provided to an acceptable minimum Service Standards of service, health, reliability and safety

Section 4: Definitions

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

- “**Bulky Waste**” means large items of Municipal Solid Waste, including but not limited to household electro-appliances, furniture, tree stumps and tree sections, concrete and rubble, tyres, doors, wood pallets and other oversize solid waste which cannot be handled normally by the Waste Collection Service Provider operating in the Service Area;
- “**Business Days**” 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;
- “**Consolidation Plan**” means the sector restructuring plan created by the Kosovo Trust Agency (“KTA”) for the consolidation and restructuring of Water and Wastewater Service Providers, and Solid Waste Service Providers dated 10 September 2002 as amended, supplemented or replaced from time to time by the KTA;
- “**Communal Containers**” means containers used and shared by one or more Customer to dispose of Municipal Solid Waste and which typically has a volume exceeding 1,000 litres;
- “**Customer**” means any person, that has entered into a Service Contract with a Waste Collection Service Provider or has received services supplied by a Waste Collection Service Provider;
- “**Deferred Payment Agreement**” means an agreement between a Waste Collection Service Provider and a Customer with regards to the payment of past due Invoices over a time period that shall not exceed twelve (12) months;

“Door-to-Door Solid Waste Collection Service” means the service of collecting from individual single-family units;

“Force Majeure” means any event beyond the reasonable control of a Waste Collection Services Provider that results in the prevention, or delay of performance of his obligations as determined under this Rule. It includes, but is not limited to fire, flood, hurricanes, earthquakes, storms, lightning, epidemic, war, riots and civil disturbances, sabotage and government sanctioned actions;

“Hazardous Waste” means by-products of society that can pose a substantial or potential hazard to human health or the environment when improperly managed. Substances classified as Hazardous Wastes possess at least one of the four following characteristics: ignitability, corrosivity, reactivity or toxicity or has been classified as Hazardous Waste by the European Union;

“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 written document delivered to Customers for the specific purpose of charging the Customers for the Waste Collection Services rendered by the Waste Collection Service or another entity legally entitled to do so and of a format approved by the Regulator;

“Licensed Disposal Facility” means a facility which is licensed by the Ministry of the Environment and Spatial Planning and where the operating entity of the facility is licensed by the Regulator to operate such a facility;

“Liquid Waste” means any waste in liquid form including wastewaters and sewage sludges.

“Management Authority” means the authority and powers granted under a written agreement entered into and between a Waste Collection Service Provider and any other Waste Service Providers in which it is specifically stated that (1) the Waste Collection Service Provider designated for such purpose in accordance with Section 9 is authorized to and responsible for the overall management and operations of any other Service Provider operating in the Service Area and (2) that the other Service Provider in the Service Area will comply with the requirements of the said agreement;

“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 non-hazardous solid waste generated in households, commercial and business, institutions and non-hazardous industrial process waste;

“Municipality” means a local Municipality set out in Schedule A to UNMIK Regulation No. 2000/43 of 27 July 2000 On the Number, Names and Boundaries of Municipalities;

“Official Holiday” means any day recognized or designated by the governing authorities to be a non-working day;

“Performance Guarantee” means a financial instrument that guarantees the faithful performance of a Waste Collection Service Provider’s obligations as established in a Service Agreement. It guarantees compensation to the grantor in the event that it must assume the obligations and/or duties of the Waste Collection Service Provider in order to continue the Waste Collection Services as defined in the Service Agreement. The Performance Guarantee is used to cover the costs that may be incurred by the Municipality should the Waste Collection Service Provider fail to render the Waste Collection Services and which might force the Municipality to itself render the Waste Collection Services or through another Waste Collection Service Provider;

“Regulator” means the authority responsible for the economic regulation of Waste Collection Services Providers under applicable law and regulations;

“Residence” means any house dwelling, multi-unit residence, apartment building, house or any other building utilized for residential purposes;

“Residential Customer” means any Customer whose service unit is the Residence;

“Residential Door-to-Door Customer” means a Customer whose service unit is the Residence and who is serviced on the basis of single-family Residences;

“Review Committee” means the committee that may review the decisions of the Regulator pursuant to Section 34 of UNMIK Regulation No. 2004/49 On The Activities of Water and Waste Services Providers in Kosovo;

“Service Agreement” means the agreement concluded between a Municipality and a Waste Collection Service Provider for the provision of Waste Collection Services within the Service Area and in which the right and obligations of both parties with respect to the provision of Waste Collection Services are stipulated. The Service Standards established under this Rule are to be integrally reflected in the Service Agreement;

“Service Area” means, in relation to a Service License, the region or Municipality within which the relevant Waste Collection Service Provider may provide its Services;

“Service Contract” means an agreement between a Service Provider and its Customers referred to in Section 15 of UNMIK Regulation No. 2004/49, or if there is no such agreement, the Service Provider’s terms of supply;

“Service Day” means the day within which a given section of the Service Area is scheduled to receive regular solid waste collection service;

“Service Licence” means a license issued by the Regulator pursuant to the Rule issued by the Regulator;

“Service Provider” means the same as Waste Collection Services Provider as defined in this Rule;

“Service Standards Agreement” means the agreement that can be entered into and between the Regulator and the Waste Collection Service Providers to amend, modify, alter and/or supplement any Service Standard in accordance with the provisions of this Rule;

- “Service Standards”** means in relation to any Service, the standards of service that apply to that Service in accordance with UNMIK Regulation No. 2004/49 on The Activities of Water and Waste Services Providers in Kosovo;
- “Service Tariffs”** means any rates, charges or fees of a Waste Collection Service Provider in relation to the provision of its Services to Customers;
- “Stakeholder”** means a Person, Customer, Service Provider, or government agency with an interest in the services rendered by the Waste Collection Service Provider;
- “Toxic Waste”** means a waste product that can produce injury in inhaled, swallowed or absorbed through the skin;
- “Unsafe Area”** means any area, place or location, which is deemed unreasonable or unsafe or dangerous for the employees and/or the equipment of the Waste Collection Service Provider to access for the purpose of rendering Waste Collection Services;
- “Waste Collection Schedule”** means the schedule established by the Waste Collection Service Provider by which the area, date, time and frequency of service are established;
- “Waste Collection Services”** means collecting Municipal Solid Waste and transporting it to a Licensed Disposal Facility;
- “Waste Collection Services Provider”** means any Person providing or intending to provide Waste Collection Services;
- “Waste Collection Vehicle”** a vehicle used for the collection and/or removal and/or transport of Municipal Solid Waste;
- “Weighbridge”** means a mechanical or electro-mechanical device capable a weighing a vehicle with and without its payload in order to determine the weight of the load. In Certain types of Weighbridges are equipped with a device capable of recording and printing the weighing event.
- “Working Day”** means a day during which scheduled Waste Collection Services are provided.

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 this Rule and/or any other law applicable in Kosovo; and
- (b) The singular includes the plural and vice versa; and
- (c) Words of any gender shall include any other gender; and
- (d) References to Parts, Chapters, Sections and sub-Sections are, unless otherwise expressly stated, references to Parts, Chapters, Sections and sub-Sections of this Rule.

PART 2: GENERAL PRINCIPLES

Chapter 1 Applicability

Section 6: Applicability

All Waste Service providers in Kosovo are obliged to comply with this Rule in the manner that shall be prescribed by the Regulator from time to time.

Chapter 2 General Principles for Service Standards

Section 7: General Work Performance

- 7.1 The Waste Collection Service Provider shall at all times perform its obligations in a professional, prompt, thorough, workmanlike, efficient and safe manner.
- 7.2 Inhabitants within the Service Area are entitled to receive Waste Collection Services to the Service Standards established in this Rule provided that it is financially and technically feasible for the Waste Collection Service Provider to do so.
- 7.3 The Waste Collection Service Provider shall not engage in collecting, removing and transporting waste materials other than Municipal Solid Waste or in rendering any services other than those specifically listed in the Service License issued by the Regulator.

Section 8: Quantitatively Defined Service Standards

- 8.1 The specific numerical values indicative of minimum Service Standards prescribed in this Rule are deemed as a minimum requirement and shall be an obligation for the Waste Collection Service Provider to render to the Customers.
- 8.2 The minimum Service Standards as provided in this Rule, shall not be construed as to:
 - (a) Reduce current Service Standards if the Waste Collection Services is currently being provided at a standard more demanding than the Service Standards imposed under this Rule; and
 - (b) Preclude any Waste Collection Service Provider to agree to comply with stricter and/or more demanding Service Standards in any Service Agreement entered with any Municipality or Service Contract entered with a Customer.

Section 9: Provision of Waste Collection Services

- 9.1 All Customers are entitled to receive Waste Collection Service from the Waste Collection Service Provider provided that the rendering of such service is technically and financially feasible.
- 9.2 Waste Collection Services shall be provided to all Residential Customers, which are located along public roads, streets, roads and areas that are accessible to the Waste Collection Service Provider's equipment under normal operating conditions

Section 10: Obligation to Serve or Not to Serve

- 10.1 Waste Collection Services shall be provided to all Residential Customers within a Service Area and who are located along public roads, streets, private roads and areas which are accessible to the Waste Collection Service Provider's Waste Collection Vehicles under normal operating conditions and where rendering of such service is technically and financially possible.
- 10.2 In the event a Customer fails to pay the amount shown in the Invoice as required in the terms of payment agreed upon with the Waste Collection Service Provider with which a Service Contract has been signed, the Waste Collection Service Provider has the options to provide or not provide Waste Collection Services only under the following conditions:
- (a) The Waste Collection Service Provider shall maintain the provision of service to all Residential Customers who are receiving an Invoice directly from the Waste Collection Service Provider in the event of late or non-payment of Invoices by the Residential Customer. In such cases, the Waste Collection Service Provider shall have the option of seeking assistance from the appropriate and relevant authorities for the enforcement and collection of such Invoices or enter into a Deferred Payment Agreement with the defaulting Customer.
 - (b) The Waste Service Provider shall maintain the provision of service to all Residential Customers who are receiving an Invoice directly from the Waste Collection Service Provider and who that have been qualified as "economically disadvantaged" by the Ministry of Labour and Social Welfare. In such instances the Invoice shall be forwarded to the Ministry of Labour and Social Welfare for payment.
 - (c) In the public's interest, the Waste Collection Service Provider shall maintain the provision of services to hospitals, public medical institutions and clinics, public educational institutions, religious institutions, public markets and public transportation depots. Such non-paying Customers shall be reported to the Municipalities in which they are located and as applicable to the ministries under which they operate, the latter being responsible for the timely payment of such Invoices.
 - (d) The Waste Collection Service Provider shall have the option to maintain or discontinue the provision of service to Commercial/Industrial Customers who are receiving an Invoice directly from the Waste Collection Service Provider in the event of late or non-payment of Invoices. Such non-paying Customers shall be reported to the Municipality in which they are located and to the Ministry of the Environment and Spatial Planning. If the Invoice remains unpaid for ninety (90) days or more, the Waste Collection Service Provider shall have the option of entering into a Deferred Payment Agreement with the defaulting Customer and failure by the Customer to either enter in such an agreement or failure of the Customer to honour the terms set forth in the Deferred Payment Agreement, shall result in the defaulting Customer to be subject to penalties allowed under applicable law and in addition be charged for "the illegal dumping of Municipal Solid Waste" by the Ministry of the Environment and Spatial Planning.
 - (e) The Waste Collection Service Provider shall have the option to maintain or discontinue the provision of Waste Collection Services to Municipalities

directly receiving an Invoice from the Waste Collection Service Provider for Waste Collection Services rendered in the Service Area following a period of ninety (90) days after the Invoice payment due date. In such cases the Waste Collection Service Provider shall have the right to use the available legal actions to obtain the payment.

Section 11: Non-Discrimination

The Waste Collection Service Provider shall not discriminate against any Customer, or potential Customer and shall respect the same levels of Service Standards throughout the whole Service Area without regard to any racial, ethnic, cultural or economic characteristics or the relative standard of living of the Customers living in any part of the Service Area.

PART 3: PROCEDURES

Chapter 1 Compliance and Exemption

Section 12 : Compliance with Service Standards

All Waste Collection Service Providers must comply with the Service Standards established in this Rule unless specifically exempted and informed in writing to do so by the Regulator.

Section13: Exemptions from Service Standard

- 13.1 All Waste Collection Service Providers must comply with the Service Standards set by the Regulator unless the Regulator approves a written request in the sense of temporarily exempt the applicant Waste Collection Service Provider from compliance with any Service Standards determined in this Rule.
- 13.2 The written request for exemption submitted by the Waste Collection Service Provider must clearly state the Service Standard in question, the current level of compliance, reason for inability to comply, the estimated timescale required to comply, and if applicable, suggest to the Regulator a Service Standard level at which compliance could be sustained.
- 13.3 The Regulator shall review the Service Standard exemption written request submitted by the Waste Collection Service Provider and determine if a time-limited compliance exemption from any Service Standard should be provided to the Waste Collection Service Provider, and / or if the Service Standard in question is to be modified.
- 13.4 The Regulator shall provide its decision on any requests for exemption from compliance with any Service Standard in writing to Waste Collection Service Provider within thirty (30) Business Days of receiving the written request for exemption from compliance with any Service Standard filed in accordance with sub-Section 13.1 and sub-Section 13.2 above.
- 13.5 Any exemption approved by the Regulator to a Service Standard following a request from a Waste Collection Service Provider shall, pursuant to sub-Section 13.3 be reviewed yearly on the anniversary date at which such exemption was

granted or at any other time as the Regulator may decide to call the exemption to review.

- 13.6 Any renewal or extension of an exemption from compliance and/or any changes to the exempted Service Standard shall be communicated to the Waste Collection Service Provider in writing thirty (30) Business Days from the date when the matter has been called for review by the Regulator.

Chapter 2 Review of the Service Standards

Section 14: Regulator's Right to Review, Amend, Supplement or Replace Service Standards

The Regulator shall have the right to amend, supplement, modify and/or replace any Service Standard established in this Rule or add any additional Service Standard following a review of the Service Standards established in this Rule for reasons based on:

- (a) Correcting typographical errors;
- (b) Addressing needs related to geographic factors;
- (c) Addressing specific technical conditions;
- (d) Addressing specific economic conditions;
- (e) Addressing complaints from Stakeholders;
- (f) Changes in Laws and Regulations of Kosovo that impact upon the Service Standards;
- (g) Addressing request for exemption to Service Standards submitted by any or all Waste Collection Service Providers.

Section 15: Regulator Review of the Service Standards

- 15.1 The Regulator shall review on an annual basis the Service Standards provided in this Rule.
- 15.2 The Regulator's review shall include comments and compliance reports filed by Waste Collection Service Providers, communications, complaints and recommendations from Stakeholders and the conclusions of any inspections, site visits, studies and surveys prepared and/or compiled by the Regulator evidencing the results obtained with the enforcement of the Service Standards.

Section 16: Notification

- 16.1 No later than the anniversary date of the date of entry into force of this Rule, the Regulator shall notify in writing all Waste Collection Service Providers of amendments, supplements, modification, replacement of and additions to any Service Standard, it has approved in the twelve (12) months preceding the anniversary date.
- 16.2 In the event that any single or combination of Service Standards were reviewed as a result of a request from any Waste Collection Service Provider and any Stakeholder, the review of the request and the decision rendered by the Regulator shall be completed and communicated in writing to the requesting party within (30) Business Days following the date at which the request was received by the Regulator.

- 16.3 Two (2) months before the anniversary of the date of entry into force of this Rule and of any anniversary thereafter, the Regulator shall contact the Waste Collection Service Providers to inform them of the scope of the review and to request their comments on current and proposed Service Standards.
- 16.4 When amendments, supplements, modifications, replacements are made to any Service Standards or additional Service Standards added, the Regulator inform all Waste Collection Service Providers in writing within thirty (30) Business Days of approving such amendments, supplements, modifications, replacements and additions and allow thirty (30) Business Days for the Waste Collection Service Provider to comply or submit an exemption request from compliance with such revised or adjusted Service Standards to the Regulator.

PART 4: SERVICE STANDARDS AGREEMENT

Chapter 1 Reasons For and Negotiating and Entering into a Service Standards Agreement

Section 17: Reasons for Entering into a Service Standards Agreement

- 17.1 The Regulator may enter into a written agreement with any Waste Collection Service Provider for the purposes of amending, altering and/or supplementing any Service Standard Condition established under this Rule.
- 17.2 Service Standard Agreements may be entered given any conditions precedent as determined by the Regulator and proposed to the Waste Collection Service Provider, including, without limitation, the entering into of other binding agreements with the Waste Collection Service Provider on:
- (a) Issue, renewal, extension, amendment, alteration and supplement to a Service License;
 - (b) Establishment, review and/or modification of Service Tariffs;
 - (c) Extension of the territorial scope of the Service Area;
 - (d) Expansion in the number of Customers Served;
 - (e) Establishment, alteration, extension, modification and/or supplement to any Customer-related provisions as outlined in the Rule on Customers' Charter as issued, amended, modified and/or supplemented by the Regulator from time to time and that may impact upon any Service Standards.
- 17.3 The Service Standards to be subject to a Service Standards Agreement shall not, in any event, be less strict or demanding than the Service Standards imposed under this Rule as amended and/or supplemented by the Regulator from time to time.
- 17.4 For the avoidance of doubt, Waste Collection Service Providers have the right but not the obligation to propose to the Regulator to enter into a Service Standards Agreement in accordance with the provisions of below.

Section 18: Negotiation of a Service Standards Agreement

- 18.1 The Waste Collection Service Provider wishing to enter into a Service Standard Agreement shall submit a written request to the Regulator requesting the opening

of negotiations to enter into such an agreement justifying the reasons why it is deemed that both public interest and their legitimate rights and legal expectations that would be best served if the Regulator would accept to enter into a Service Standards Agreement.

- 18.2 The Regulator shall respond in writing within fifteen (15) Business Days from the date of receipt of the communication referred to in sub-Section 18.1 above, either agreeing to enter into negotiations for a Services Standards Agreement or refusing to do so.
- 18.3 If the Regulator decides to refuse to start negotiations to enter into a Service Standards Agreement, it shall provide its reasons for such a refusal.
- 18.4 If the Regulator agrees to start negotiations to enter into a Service Standards Agreement, it shall also grant to the Waste Collection Service Provider a reasonable period of time, in any event of no less than 30 (thirty) Business Days, to allow the Waste Collection Service Provider to submit to the Regulator a draft Service Standards Agreement.
- 18.5 Within ten (10) Business Days of receiving the draft Service Standards Agreement, the Regulator shall notify in writing the Waste Collection Service Provider of the scheduling of a first meeting to start negotiate such an agreement.
- 18.6 The Regulator may also determine a maximum period of time for the conclusion of the negotiations to enter into a Service Standards Agreement that cannot be less of twenty (20) Business Days from the date of the first negotiation meeting scheduled in accordance with sub-Section 18.5 above.
- 18.7 For the avoidance of doubt, the Regulator has the right but not the obligation to enter into a Service Standards Agreement and, therefore, either his refusal to enter into negotiations to enter into such an agreement or any failure to successfully complete the said negotiations are deemed as contractual decisions and not as administrative acts or decisions subject to any administrative and/or judicial review.

Section 19: Entering into a Service Standards Agreement

- 19.1 In case of successful conclusion of the negotiations conducted in accordance with 0above, the Regulator and the Waste Collection Service Provider shall enter into the Service Standards Agreement in writing.
- 19.2 The Service Standards Agreement shall be signed in three versions in each of the following official languages in use in Kosovo:
 - (a) Albanian;
 - (b) Serbo-Croat;
 - (c) English.
- 19.3 In case of any discrepancies between any of the versions in which the Service Standards Agreement is signed the English version shall prevail.
- 19.4 Except insofar as any fact, information and/or document could be deemed to contain any privileged or confidential information as the Regulator may justify in a written decision, the Service Standards Agreement, its Appendices and all information used for the negotiation and entering of such agreement shall be

published or made public by the means the Regulator may determine from time to time and available at all times for public consultation.

- 19.5 Any amendments, alterations, modifications or supplementary provisions pertaining to Service Standards Agreements shall require the consent of both the Regulator and the signatory Waste Collection Service Provider and must be entered into in writing, published and made public in accordance with the provisions of the sub-section 19.4 above.

Chapter 2 Legal Nature and Enforceability of Service Standards Agreement

Section 20: Legal Nature

- 20.1 A Service Standards Agreement is deemed as an administrative contract for all intended legal purposes being the Regulator obliged to negotiate, enter and execute such an agreement with strict observance of the general legal principles, rules and procedures governing the exercise of the prerogatives and duties of a public authority
- 20.2 A Service Standards Agreement, as a bilateral legal act, is legally binding, enforceable and executable in accordance with its terms for both parties and can only be amended, extended, modified, supplemented, reviewed and/or terminated in light of its own provisions and the law applicable in Kosovo.

Section 21: Compliance with Service Standards Agreement

The Waste Collection Service Providers are obliged to respect and to comply with the Service Standards Agreement Conditions established in general terms in this Rule:

- (a) While the negotiations for entering into a Service Standards Agreement are pending until the date of the entering into force of such agreement;
- (b) Immediately upon the termination, cancellation, revocation and/or expiration of the Service Standards Agreement insofar as any rights and obligations contained in the Service Standards Agreement are not agreed upon to survive when it ceases to be in full force and effect for whatever legal cause;
- (c) In all respects where the Service Standards Agreement does not otherwise stipulated and/or in all respects not specifically contemplated in such an agreement.

PART 5: SERVICE STANDARDS

Chapter 1 Business Hours and Customer Access

Section 22: Business Office and Business Hours

- 22.1 The Waste Collection Service Provider shall maintain at all times a staffed and functioning business office within each one of the Municipalities with which it directly has a Service Agreement including those Municipalities serviced by any Waste Collection Service Provider under its Management Authority.
- 22.2 The Waste Collection Service Provider shall maintain the business office open all Business Days during the regular working hours.

Section 23: Service Provider Identification

- 23.1 The Waste Collection Service Provider's name and the telephone number that must be made available to receive contacts from Customers in accordance with Section 22 above shall be clearly displayed on all vehicles and Communal Containers under the operational control of the Waste Collection Service Provider.
- 23.2 All employees of the Waste Collection Service Provider who in the conduct of their functions are apt to or come into contact with the public shall be provided and shall wear in a visible or practical manner an appropriate ID card containing the following information:
- (a) Recent (less than 12 months) photograph of the employee; and
 - (b) Name of Employee; and
 - (c) Name of the Waste Collection Service Provider; and
 - (d) Main telephone number of the Waste Collection Service Provider; and
 - (e) Function or job title of employee.

Chapter 2 Sub-Contractors

Section 24: Use of Sub-Contractors

- 24.1 The Waste Collection Service Provider shall be allowed to employ the services of qualified Waste Collection Services sub-contractors to ensure and maintain the quality of services rendered, to replace equipment which is not operational, increase the number of Inhabitants to be served within a Municipality or Service Area and to meet and or to improve the Service Standards established under this Rule.
- 24.2 The sub-contractors shall provide the contracted services primarily through the use of their respectively owned equipment and machinery and shall provide to the Waste Collection Service Provider a list of all the major equipment and machinery that it shall be using to perform the contracted work.
- 24.3 The sub-contractor shall be required to carry out the work at a level equivalent to the Service Standards established by the Regulator in this Rule and as per those set in the Service Agreement.
- 24.4 The Waste Collection Service Provider shall inform the Regulator that he is using a sub-contractor and also provide the company name of the sub-contractor, a description of the contracted services and the geographic area within which the services will be performed.
- 24.5 The Waste Collection Service Provider shall be fully responsible to supervise and monitor all work carried out by the sub-contractor working under it and furthermore shall remain fully and directly responsible to the Regulator for the maintenance and improvement of the Service Standards pursuant to this Rule and to the Municipality for the fulfilment of its obligations under the Service Agreement.

Chapter 3 Service Disruptions Due to Force Majeure

Section 25: General Force Majeure Circumstances

- 25.1 The Waste Collection Service Provider shall not be considered in default if unable to render the Service Standards due to any Force Majeure events the effect of which, by exercise of reasonable diligence, could not be avoided.
- 25.2 The Waste Collection Service Provider shall not be excused from providing service to the level required in this Rule when such default is due to events or circumstances which are preventable, removable, and or remediable and which could have, with the exercise or reasonable diligence, been prevented, removed and or remedied within a reasonable time frame.
- 25.3 The Waste Collection Service Provider shall, within three (3) Business Days following the start any Force Majeure event, report such event to the Regulator, including a description of that event and the proposed corrective measures and time frame for implementation.

Section 26: Weather Factors

- 26.1 Whenever weather conditions, including snow, ice and rain prevent the Waste Collection Service Provider from rendering the required Waste Collection Services, it shall resume the continuation of service on the next regular Working Day.
- 26.2 If the weather conditions stipulated in sub-Section 26.1 remain for a period of less than two (2) weeks, then the Waste Collection Service Provider shall proceed with modifications to the work schedule as provided for in sub-Section 31.2 (a), sub-Section 31.3 and sub-Section 31.4.
- 26.3 If the duration of the weather conditions stipulated in sub-Section 26.1 last more than a period of two (2) weeks, the Waste Collection Service Provider shall proceed as provided for in sub-Section 31.3(b), and sub-Section 31.4.

Section 27: Closure of Access Ways

- 27.1 Whenever closure of access roadways, streets and alleyways prevents the Waste Collection Service Provider from rendering the required Waste Collection Services in a timely manner to the Service Standards established under this Rule, the Waste Collection Service Provider shall render the service either later on the same day or on the next regular Work Day.
- 27.2 The Waste Collection Service Provider shall request assistance from the Municipality to clear blocked access, notify traffic enforcement authorities and remove illegally parked vehicles.

Section 28: Unsafe Areas

- 28.1 The Waste Collection Service Providers shall not be held responsible for providing Waste Collection Services in any area, which is deemed unreasonable or unsafe or dangerous for its employees and/or the equipment defined as Unsafe Areas.

- 28.2 The Waste Collection Service Provider shall immediately report all Unsafe Areas to the Municipality with which it has a Service Agreement and collaborate with the Municipality to render such areas safe for the provision of the Waste Collection Services as soon as practicable.
- 28.3 For the avoidance of doubt, rendering Unsafe Areas secure for the provision of Waste Collection Services shall be deemed always as of the exclusive responsibility of the Municipalities with jurisdiction over such areas and/or of other competent authorities and not of the Waste Collection Service Providers.

Chapter 4 Waste Collection Service Disruptions for Causes within Control of the Service Provider

Section 29: General

Should the Waste Collection Service Provider fails to render Waste Collection Services on a schedule Working Day for any cause within its control, the Waste Collection Service Provider shall schedule either a special make-up collection by the end of the following scheduled Working Day or extend the working hours on the day of the event in order to correct the situation as soon as possible.

Section 30: Out-of-Service Waste Collection Vehicles

- 30.1 The Waste Collection Service Provider shall maintain the published Waste Collection Services schedule regardless of whether or not one or more Waste Collection Vehicle is out of service.
- 30.2 The Waste Collection Service Provider shall have the option of using the services of sub-contractors pursuant to Section 24 or hire equipment and/or Waste Collection Vehicles in order to maintain the Waste Collection Services schedule.

Section 31: Labour Unrest, Actions, and Strikes

- 31.1 The Waste Collection Service Provider shall be responsible for its management of labour practices and relationship with employees with regards to the rendering of the Waste Collection Services so as to prevent and, when such prevention was not possible, to promptly remedy the consequences arising from labour unrest, labour actions and or strikes for the timely and efficient provision of Waste Collection Services to the Service Standards determined in this Rule.
- 31.2 The Waste Collection Service Provider shall be responsible, within the limits of this Rule and any additional requirements set forth in the Service Agreement, to collect and remove all Municipal Solid Waste that may have or has accumulated and remained uncollected as a result of labour unrest, actions and strikes.
- 31.3 The collection and removal of Municipal Solid Waste accumulated as a consequence of the situations referred to in Sub-section 31.1 above, shall be completed as follows:
- (a) If the duration of the labour unrest, action or strike lasts for a period of two (2) weeks or less, the Waste Collection Service Provider shall add four (4) working hours to each operating shift and shall maintain this extended shift mode of operation until such a time that the Municipal Solid Waste

that accumulated as a result of the labour unrest, action or strike has been collected removed and transported to a Licensed Disposal Facility; and

(b) If the duration of the labour unrest, action or strike lasts for a period of more than two (2) weeks, the Waste Collection Service Provider shall add another complete operating work shift to each scheduled Working Day and maintain this mode of extended operation until such a time that the Municipal Solid Waste that accumulated as a result of the labour unrest, action or strike has been collected removed and transported to a Licensed Disposal Facility.

- 31.4 In both of the instances listed in sub-section 31.3(a) and sub-Section 31.3(b), the Waste Collection Service Provider shall have the option to provide Waste Collection Services on any day, including any Official Holiday, until such a time that the Municipal Solid Waste which accumulated as a result of the labour unrest, action or strike, has been collected, removed and transported to a Licensed Disposal Facility.
- 31.5 During the period of time within which the Service Provider maintains an extended operation mode as referenced under sub-Section 31.3 and sub-Section 31.4, the regular Waste Collection Services schedule agreed upon between the Municipality and the Service Provider for the collection and removal of municipal solid waste shall be unchanged and maintained.

Chapter 5 Waste Collection Services

Section 32: Waste Collection Equipment

- 32.1 The Waste Collection Service Provider shall provide at its cost and expenses, all labour, containers, machinery, equipment tools, utilities, buildings and Waste Collection Vehicles as necessary to render Waste Collection Services in the Service Area as per the Service Standards.
- 32.2 All assets and resources allocated to the provision of Waste Collection Services referred to under Sub-section 32.1 above must be maintained in good repair and working order at all times at the cost and expense of the Waste Collection Service Provider.
- 32.3 The Waste Collection Service Provider shall have available at all times equipment and machinery in sufficient quantity and in working order such as to be able to effectively and efficiently render the required Waste Collection Services described in the Service License and in the Service Agreement and as per the Service Standards established in this Rule.
- 32.4 The Waste Collection Service Provider shall have available either directly or through an arrangement with a third party, available reserve equipment and machinery which can be mobilized into active service no more than 4 hours following a breakdown in equipment and machinery which would cause a delay or a disruption to the rendering of the Waste Collection Services in accordance with the Service Standards determined under this Rule.
- 32.5 The Waste Collection Service Provider shall be authorized to loan, rent, lease or subcontract to other Waste Collection Service Providers, any Waste Collection Services equipment and machinery that is unused or under-utilized provided that

there are no negative impacts on the service rendered to its Customers throughout the entire Service Area.

Section 33: Screening of Waste

- 33.1 The Waste Collection Service Provider shall be responsible for the initial screening of the collected Municipal Solid Waste to determine its acceptability for collection.
- 33.2 The screening of collected Municipal Solid Waste shall be visual in nature.
- 33.3 The following categories of Municipal Solid Waste products shall be unacceptable for collection during the normal Municipal Solid Waste collection schedules:
- (a) Scrapped and abandoned vehicles and other motorized machinery of any kind; and
 - (b) Large household electrical appliances such as refrigerators, cooking stoves and household furniture; and
 - (c) Dead animals and animal carcasses or parts resulting from research activities or destruction of diseased animals having a weight exceeding 20 kilograms; and
 - (d) Industrial waste resulting from manufacturing or industrial operations; and
 - (e) Hazardous Waste, Toxic Waste, Medical Waste and explosive and radioactive waste, hot ashes, and
 - (f) Wastewater treatment sludges and septic tank waste; and
 - (g) Any Liquid Waste.
- 33.4 If it is determined by the Waste Collection Service Provider that Municipal Solid Waste placed in any container or bin or at any site identified as a scheduled collection point is unacceptable, unauthorized, or presents a hazard to its employees, the Waste Collection Service Provider shall have the right to refuse collect and/or removing such Municipal Solid Waste
- 33.5 In the event foreseen under sub-Section 33.4, the Waste Collection Service Provider shall notify the Customer so that special arrangements can be made to legally remove the unacceptable Municipal Solid Waste in a safe and appropriate manner and transport it to a Licensed Disposal Facility or to a site sanctioned and authorized by the Ministry of the Environment and Spatial Planning to handle, store, process or dispose of such unacceptable Municipal Solid Waste.
- 33.6 The Waste Collection Service Provider shall not be held responsible for collecting Municipal Solid Waste items, which are of such a bulk and composition that they cannot be handled safely and/or in a technically efficient manner, by the employees and equipment of the Waste Collection Service Provider. In all such instances, the Waste Collection Service Provider shall make special arrangement with the Municipality with regards to removal and transport of such items.
- 33.7 Waste Collection Service Provider found to have knowingly collected unacceptable Municipal Solid Waste items as listed in this Section shall be subject to penalties as prescribed by the Regulator.
- 33.8 The Waste Collection Service Provider shall be solely responsible for extra handling charges or remedial action costs as may be incurred by the License

Disposal Facility, which are a result of having delivered unacceptable Municipal Solid Waste as described in this Section.

- 33.9 The Waste Collection Service Provider shall not collect and/or transport and/or dispose of any Municipal Solid Waste generated and produced outside of Kosovo and shipped to and/or transported into Kosovo for the purposes of disposal, recycling, energy recovery or transformation.

Section 34: Positioning, Allocation, Placement and Density of Communal Containers

- 34.1 The Waste Collection Service Provider shall favour placement of his inventory of Communal Containers for provision of services to Residential Customers who require to be serviced in this manner.
- 34.2 Only once Residential Customers have been properly provided with Waste Collection Services to the level of Service Standards established in this Rule, shall the Waste Collection Service Provider have the option of placing Communal Containers in locations for servicing other categories of Customers.
- 34.3 The Waste Collection Service Provider shall position Communal Containers in such a manner that they shall not interfere at any time with the normal flow of vehicular traffic, circulation of pedestrians, parking of vehicles in an authorised manner, safe and comfortable operation of bus stops and/or any other collective equipments place at the public space.
- 34.4 In urban areas, the Waste Collection Service Provider shall position Communal Containers in a manner such that all Residential Customers are no more than two hundred (200) metres from any given Communal Container.
- 34.5 The Waste Collection Service Provider shall provide and position the Communal Containers in such a manner that the total Communal Container volumetric capacity density is not less than one (1) metre per one hundred and fifty (150) inhabitants to be serviced per day.
- 34.6 The maximum number of Communal Containers to be placed at any single site which serves any given group of Residential Customers shall be as follows:
- (a) For residential door-to-door service, containers can be in the size range of 1 to 900 litres. Communal Containers shall not be used for this type of service.
 - (b) The maximum number of Communal Containers in the size range of 1,000 to 2,900 litres, which can be placed at any single location, or site shall not exceed a total quantity of five (5).
 - (c) The maximum number of Communal Containers in the size range of three (3) to seven (7) cubic metres, which can be placed at any single location or site shall not exceed a total quantity of three (3).
 - (d) The maximum number of Communal Containers in the size range of eight (8) to ten (10) cubic metres, which can be placed at any single location or site shall not exceed a total quantity of two (2) except for public markets and public transportation facilities in which case the allowable quantity of same size Communal Container per site may be increased by 100%.
 - (e) For Communal Containers in the size range of eleven (11) to twenty-five (25) metres, the maximum number of containers at any single location shall be two (2) except for public markets and public transportation facilities in

which case the allowable quantity of same size Communal Container per site may be increased by 100%.

Section 35: Residential Door-to Door Service Waste Containers

- 35.1 The Waste Collection Service Provider shall make available to all Customers serviced on a Door-to-Door Waste Collection Service basis two (2) specific purpose refuse containers having a volume not exceeding one hundred (100) litres.
- 35.2 The Waste Collection Service Provider shall have the option of offering the containers referred to under Sub-section 36.1. above at a fair market net selling price, or on a lease or on a free of charge basis.

Section 36: Waste Collection Schedule and Frequency

- 36.1 The Waste Collection Service Provider shall provide to the Municipality with which it has a Service Agreement a schedule for all Waste Collection Service routes and Communal Container location sites and keep such information current at all times.
- 36.2 Whenever the Waste Collection Service Provider modify in any way the Waste Collection Schedule, the Waste Collection Service Provider shall inform the Municipality in writing on the day following the day at which the changes are established.
- 36.3 The Waste Collection Service Provider shall, incorporate in its Waste Collection Service schedule the following operational parameters:
 - (a) No Waste Collection Services shall be carried out in inhabited areas between 23:00 on any given day and 06:00 on of the following day unless specifically allowed to do in the Service Agreement with the Municipality; and
 - (b) There shall be no regular Waste Collection Services scheduled for Sundays or Official Holidays.
- 36.4 The Waste Collection Service schedule used by the Waste Collection Service Provider shall provide for servicing the Communal Container at the following collection and removal frequency:
 - (a) For Communal Containers, the collection shall be at least twice per week at regular intervals for all the Communal Containers in a scheduled collection run for a given time of the day and for the same days for the week;
 - (b) The Waste Collection Services shall be provided to within plus (+) or minus (-) one (1) hour of the time at which the service is scheduled to be rendered at any given location where Residential Customers are provided with service;
 - (c) Notwithstanding the requirements of sub-Section 36.4(a) and sub-Section 36.4(b), the collection frequency for any given location shall be increased to a level that shall prevent litter from accumulating on the ground for reasons due to having either inadequate volumetric capacity or an inadequate collection and removal schedule.
 - (d) The Waste Collection Service Provider shall be required to modify the published Waste Collection Service collection schedule or modify the number of containers at any given site in order to meet seasonal conditions or to address variations in the Municipal Solid Waste generation patterns at any

given site or on any given schedule within a Service Area. In such instances, Communal Containers shall be serviced as called for in this Section.

- 36.5 The Waste Collection Service frequency for Residential Door-to-Door service shall be a minimum of once per week and shall be on the same day of the week.

Section 37: Container Site Cleanliness and Repositioning of Containers

- 37.1 The Waste Collection Service Provider shall be responsible for the proper maintenance and cleanliness of Communal Container and Door-to-Door Communal Container sites so that each site shall be free of litter at all times.
- 37.2 Following emptying and collection of Waste Collection Service containers, the Waste Collection Service Provider shall remove from the platform or area allocated to the containers, all debris and litter that has fallen or accumulated on the platform or area.
- 37.3 The Waste Collection Service Provider shall place and reposition all containers in their respective designated locations in an upright and ready-to-use position.

Section 38: Transfer of Municipal Solid Waste Loads on Public Streets

The Waste Collection Service Provider shall not transfer collected Municipal Solid Waste from one vehicle to another on any public street or in public areas unless such transfer is essential to the method of operation which has been pre-approved by the Municipality within which, the Waste Collection Services are rendered or is owing to mechanical failure or accidental damage to the Waste Collection Vehicle.

Section 39: Unsecured Debris Loads and Spillage

- 39.1 Every Waste Collection Vehicle under control or Management Authority of the Waste Collection Service Provider shall have its load tied, covered or contained in such a manner as to prevent any part of the load from leaving the Waste Collection Vehicle while in operation and until such a time that the load is discharged at the Licensed Disposal Facility.
- 39.2 The Waste Collection Service Provider shall not litter or cause any spillage upon any premises, roadway or public areas.
- 39.3 In the event of spillage or leakage or Municipal Solid Waste materials being blown away or spilled or leaked, the Waste Collection Service Provider shall clean up all such Municipal Solid Waste materials at no cost to the Customer within two hours of occurrence of the event.

Section 40: Employee Conduct

- 40.1 The Waste Collection Service Provider is responsible at his own cost and expense for providing the training and necessary supervision to all its employees, including those under its Management Authority as required to ensure provision of Waste Collection Services to the level of Service Standards determined in this Rule.
- 40.2 The Waste Collection Service Provider shall in particular ensure that all employees engaged into the provision of Waste Collection Services are courteous, exercise care, minimize noise, avoid damages to property, close and relock gates

and doors that they opened, replace lids on containers when on private property, minimise all inconveniences for the traffic flow and follow at all times the regular pedestrian pathways during the conduct of their duties.

Section 41: Invoices for Waste Collection Services Rendered

The Waste Collection Service Provider shall prepare and send Invoices to all Customers once per calendar month as per the Service Tariffs published by the Waste Collection Service Provider and approved by the Regulator from time to time.

Chapter 6 Special Waste Collection Services

Section 42: Special Waste Collection Services

- 42.1 The Waste Collection Service Provider shall cooperate with the Municipality to provide special Waste Collection Services to assist in the overall well-being and cleanliness of the Service Area and the community at large.
- 42.2 Cooperative efforts for the purpose outlined under sub-Section 42.1 shall include the active participation of the Waste Collection Service Provider in special cleanup campaigns for villages, settlements, public parks, and at religious and educational institutions, public markets and during special events.
- 42.3 The Waste Collection Service Provider shall participate in the special clean up events referred to in sub-Section 43.2 at a rate of one (1) day per calendar month. The Waste Collection Service Provider shall include its operating costs directly related to such events in its Service Tariffs calculations.
- 42.4 Whenever the Residential Customer is permanently physically unable to deliver the Municipal Solid Waste it has produced to location or site assigned by the Waste Collection Service Provider, and where such inability is certified by the Waste Collection Service Provider, an alternate location may be arranged between the Customer and the Waste Collection Service Provider at no extra cost to the Residential Customer.
- 42.5 Whenever a Residential Customer who would normally qualify for Door-to Door Waste Collection Service is located in a place, which is inaccessible to the Waste Collection Service Provider equipment, an alternate location will be agreed upon between the Customer and the Waste Collection Service Provider and which shall not result in any extra cost to the Residential Customer.
- 42.6 The Waste Collection Service Provider shall provide Waste Collection Services for Bulky Waste as per the following:
 - (a) The frequency at which Bulky Waste Collection Services shall be provided shall be part of the Service Agreement between the Waste Collection Service Provider and the Municipality; and
 - (b) Advance notice of scheduled Bulky Waste Collection services shall be announced and published in the designated areas at least seven (7) Business Days prior to occurrence of the event; and
 - (c) The Waste Collection Service Provider is responsible to make arrangements beforehand with the Licensed Disposal Facility for acceptance of the Bulky Waste collected.

Section 43: Accumulated and Backlog Municipal Solid Waste Heaps

- 43.1 The Waste Collection Service Provider shall inform the Municipality with which it has a Service Agreement of any accumulated and /or backlogged Municipal Solid Waste for which the generator and/or the owner cannot be identified.
- 43.2 The Waste Collection Service Provider shall make arrangements, if not already provided for in the Service Agreement, with the Municipality for the collection and removal of backlogged solid waste and shall transport it to a Licensed Disposal Facility as per the Service Tariffs approved by the Regulator.

Chapter 7 Disposal of Collected Municipal Solid Waste

Section 44: Licensed Disposal Facility

- 44.1 The Waste Collection Service Provider shall not transport to and/or dispose of any Municipal Solid Waste it has collected to any place or location other than a Licensed Disposal Facility.
- 44.2 The Waste Collection Service Provider shall obtain from the Licensed Disposal Facility a proof of delivery document for every single Municipal Solid Waste load delivered.
- 44.3 The proof of delivery of the Municipal Solid Waste disposed of at the Licensed Disposal Facility shall be produced in the form of a Weighbridge ticket containing, at least, the following information:
- (a) Date and time of delivery;
 - (b) Date and time of load delivery Waste Collection Vehicle leaving the Licensed Disposal Facility;
 - (c) Name of Waste Collection Service Provider making the delivery;
 - (d) Identification number of Waste Collection Vehicle making the delivery, including its code number and license plate number;
 - (e) Name of Municipality, village and/or settlement from where the Municipal Solid Waste was collected;
 - (f) Name of the Customer, if applicable, from which the Municipal Solid Waste was collected;
 - (g) Gross weight of Waste Collection Vehicle including payload;
 - (h) Tare weight of Waste Collection Vehicle; and
 - (i) Net weight of the Municipal Solid Waste loaded in the Waste Collection Vehicle;
 - (j) Name and signature of the Weighbridge attendant;
 - (k) Type of Municipal Solid Waste disposed of; and
 - (l) The applicable Service Tariff applicable to the disposal the Municipal Solid Waste disposed of.
- 44.4 The Waste Collection Service Provider shall store the proof of delivery documents with its business records as per the provision of Section 55 of this Rule.

Section 45: Prohibition of Burning of Municipal Solid Waste

- 45.1 It is strictly forbidden for the Waste Collection Service Provider to burn or incinerate Municipal Solid Waste for any reason whatsoever.
- 45.2 Violation of the prohibition of burning Municipal Solid Waste collected by the Waste Collection Service Provider shall be deemed as a serious offence punishable by a fine levied by the Regulator.

Section 46: Alternative Licensed Disposal Facility

The Waste Collection Service Provider may for the following reasons temporarily or permanently use an alternative Licensed Disposal Facility upon prior approval of the Regulator:

- (a) Temporary or permanent closure of the Licensed Disposal Facility used by the Waste Collection Service Provider; or
- (b) Access to the Licensed Disposal Facility used by the Waste Collection Service Provider is temporarily or permanently closed.

Chapter 8 Commercial Standards for Waste Collection Services

Section 47: Customer Invoice

The Waste Collection Service Provider shall deliver to each Customer an Invoice for a period of a minimum of one (1) and a maximum of two (2) calendar months.

Section 48: Service Standards for Customer Response

- 48.1 All Waste Collection Service Providers shall keep a registry of telephone calls, messages and communication details of response including:
- (a) Name of the Person making the contact;
 - (b) Time and date at which the contact was made;
 - (c) Action taken by the attendant of the Customer's call;
 - (d) Details of the findings and results of the action if any;
 - (e) Time and date at which the matter was responded to;
 - (f) Identified need for future action if any; and
 - (g) Date and time at which any future action is to be taken.
- 48.2 The telephone calls received by the Waste Collection Service Provider at the published main telephone number shall be returned before the end of the next Business Day.
- 48.3 The Regulator shall on a periodic basis audit Customer response activities and appraise the effectiveness of the responses to issues, problems and complaints conveyed by the Customer and shall average out the time taken for the Waste Collection Service Provider to respond.

Section 49: Handling of Customer Complaints and Inquiries

- 49.1 Invoices complaints, queries, changes of address and other commercial inquiries, and complaints must be responded to in writing within ten (10) Business Day, and

the Customer either given and answer, or if an investigation is required, a substantive holding reply. All queries must be resolved in twenty (20) Business Days.

- 49.2 Technical complaints related to the provision of Waste Collection Services shall be responded to within six (6) hours.
- 49.3 Whenever a Customer requests a visit or an appointment with the Waste Collection Service Provider, the appointment must be granted within ten (10) Business Days of the date at which the appointment was requested.
- 49.4 In the event that it is impossible to confirm an appointment upon the Customer making the request, the Waste Collection Service Provider must within one (1) Business Day telephone or communicate with the Customer, and provide a time and date for such appointment.

PART 6: INSURANCE AND PERFORMANCE GUARANTEES

Chapter 1 Insurance

Section 50: Insurance

- 50.1 The Waste Collection Service Provider shall maintain in full force and effect at all times general comprehensive public liability insurance, which shall include coverage for:
 - (a) Premises and operation liability;
 - (b) Contractual liability;
 - (c) Fire and explosion damages;
 - (d) Personal injury and death;
 - (e) Motor vehicle liability insurance; and
 - (f) Illness, incapacity for work and/or death of its employees due for professional hazards.
- 50.2 The insurance coverage shall include all personnel and all owned, leased or hired vehicles used by the Waste Collection Service Provider and under its Management Authority, in the performance of his obligations related to the rendering of Waste Collection Services.

Section 51: Evidence of Insurance

The Waste Collection Service Provider shall be able to provide documentary proof of the insurance coverage for the items listed in the Section 50 in the form of an insurance certificate, including the policy declaration pages clearly identifying the insuring company, effective policy dates, liability limits and name of the insured entity.

Section 52: Insurance Policy Cancellation or Termination

- 52.1 The Waste Collection Service Provider shall immediately suspend the rendering of Waste Collection Services following the cancellation or termination in total or in part of the insurance coverage required under the Section 50.2. The Waste

Collection Service Provider shall be liable for all damages and costs to the Customers as a result of such an occurrence.

- 52.2 The Municipalities within the Service Area and the Regulator shall be immediately informed upon the occurrence of the event described in sub-Section 52.1 and shall be provided with information as to the corrective measures that shall be taken to redress the situation back to normal.

Chapter 2 Performance Guarantee

Section 53: Performance Guarantee

- 53.1 The Waste Collection Service Provider shall maintain in full force a Performance Guarantee, or an equivalent financial instrument in favour of the Municipality with which it has a Service Agreement.
- 53.2 The value of the Performance Guarantee, which shall remain in force for the duration of the Service Agreement between the Waste Collection Service Provider and the Municipality, shall be equivalent to thirty-three percent (33%) of the gross annual revenues expected by the Waste Collection Service Provider as a result of providing Waste Collection Services in the Service Area.
- 53.3 In the event that the Waste Collection Service Provider fails to perform the required services and after having been found to be in default by the Regulator, the Municipality shall have the option of recovery and remedy from the Performance Guarantee.
- 53.4 The financial institution issuing the Performance Guarantee shall be duly licensed by the BPK (Bank of Payments of Kosovo) to provide such a financial services in Kosovo.

PART 7: ENFORCEMENT, PENALTIES AND APPEALS

Chapter 1 Enforcement of Service Standards

Section 54: Enforcement of the Service Standards

- 54.1 The Regulator shall monitor compliance with Service Standards established in this Rule and may take enforcement action or Service Tariffs decisions based on the performance of a Waste Collection Service Provider.
- 54.2 The Regulator shall monitor compliance with the Service Standards on the basis of records and reports prepared and kept by the Service Providers, reports prepared by the Regulators' inspectors, studies and surveys and by complaints received from the Customers

Chapter 2 Records and Reports on Service Standards

Section 55: Records Keeping

The Waste Collection Service Provider shall keep its business, financial and accounting records at its principal place of business in a safe and secure environment and shall be available during regular business hours.

Section 56: Reports

- 56.1 The Waste Collection Service Provider shall prepare and provide to the Regulator reports in a form, content, manner and within time limits prescribed by the Regulator in the Appendices to this Rule.
- 56.2 The Waste Collection Service Provider shall prepare and provide to the Regulator, pursuant to sub-Section 56.1 the following reports:
- (a) The “Quarterly Compliance Report”, to be remitted to the Regulator on the fifteenth (15th) day following the end of the months of March, June, September and December of any given year, shall provide the required information with respect to the compliance of the Waste Collection Service Provider with the Service Standards during the reported quarter; and
 - (b) The “Compiled Annual of Compliance Report”, to be remitted to the Regulator on the fifteenth (15th) of February of year, shall summarize the compliance results of the Waste Collection Service Provider for the previous year; and
 - (c) The “Annual Report to the Regulator”, to be remitted to the Regulator on the fifteenth (15th) of February of year, shall provide the required information as related to the previous calendar year; and
 - (d) The “Quarterly Customer Complaints and Resolution Report, to be remitted to the Regulator on the fifteenth (15th) day following the end of the months of March, June, September and December of each given year, shall provide the required information with respect to the recorded Customer complaints and the resolution status of each complaint during the reported quarter; and
 - (e) The “Compiled Annual Customer Complaints and Resolution Report”, to be remitted to the Regulator on the fifteenth (15th) of February of each year, shall provide the required information with respect to the compiled recorded Customer complaints and the resolution status of each complaint during the reported quarter; and
- 56.3 The time duration that the Waste Collection Service Provider shall retain the records referenced in sub-Section 52.1 for the purpose of the requirements of this Rule shall be:
- (a) Five (5) years for the “Annual Report to the Regulator”;
 - (b) Two (2) years for the “Monthly Compliance with Service Standards Report”;
 - (c) Two (2) years for the “Quarterly Compliance with Service Standard Report”;
 - (d) Three (3) years for the “Compiled Annual with Service Standards Report”;
 - (e) Two (2) years for the “Quarterly Customer Complaints and Resolution Report”;
 - (f) Three (3) years for the “Compiled Annual Customer Complaints and Resolution Report”.

Chapter 3 Offences, Penalties and Fines

Section 57: Offences, Penalties and Fines

- 57.1 Failure to comply with any of the Service Standards determined under this Rule shall constitute an offence which subject the defaulting Waste Collection Service

Provider to be to a penalty or fine levied in accordance with the UNMIK Regulation No. 2004/49 On the Activities of Water and Waste Services Providers in Kosovo dated 26 November 2004.

- 57.2 Fines for the breach of any Service Standards shall also be levied in accordance with the procedures established under the Rules on levying of fines and with any other procedural Rules as determine by the Regulator from time to time.

Chapter 4 Appeals

Section 58: Appeals

- 58.1 The Waste Collection Service Provider may appeal to the Review Committee established pursuant to the UNMIK Regulation No. 2004/49 on any formal decision rendered by the Regulator relative to the enforcement of the Service Standards established under this Rule.
- 58.2 The Waste Collection Service Provider may also appeal to a court in Kosovo competent in the matter, the decision of the Review Committee referred to in sub-Section 59.1 as to the enforcement of the Service Standards established in this Rule.

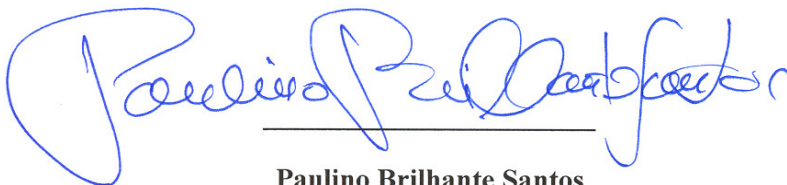
PART 8: MISCELLANEOUS

Section 59: Languages

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

Section 60: Entry into Force

- 60.1 This Rule shall enter into force thirty (30) days from the date of its issuance.
- 60.2 Waste Collection Service Providers shall have six (6) months to comply or to apply for an exemption from or any modification of any Service Standards established pursuant to this Rule.



Paulino Brillhante Santos
Director



Afrim Lajci
Deputy Director

Water and Waste Regulatory Office