



**Republika e Kosovës - Republika Kosova - Republic of Kosova**

AUTORITETI RREGULLATOR PËR SHËRBIMET E UJIT  
REGULATORNI AUTORITET ZA USLUGE VODE  
WATER SERVICES REGULATORY AUTHORITY



# **S E R V I C E L I C E N S E**

ISSUED TO:

**REGIONAL WATER COMPANY "HIDRODRINI" J.S.C. PEJË**

May 2016

## SERVICE LICENSE

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### 1. Definitions and Interpretations

- 1.1. In this service license, words and expressions written in the *italic* font, shall have the meaning as stipulated in the annex 1 of this service license, or in the Rule for the Licensing of Water Supply, Wastewater and Bulk Water Service Providers, dated in June 2014 (hereinafter: Rule R01).
- 1.2. Interpretation of this service license shall be in accordance with the following rules:
- a) Words denoting one gender shall also include the other gender;
  - b) Words denoting the singular shall include the plural and vice versa;
  - c) References to sections, clauses or annexes are means sections, clauses or annexes of this service license;
  - d) Headings are set for more appropriate utilization and have no impact on the interpretation of this service license;
  - e) References to any law, rule issued by *the Authority*, administrative instruction, service tariff order, customers' charter, service license certificate, or any other document shall refer to such law, rule, administrative instruction, tariff order, customers' charter or other document as amended, supplemented, or replaced from time to time.

### 2. Issuance of the Service License

*The Authority* issues this Service License to *the Licensee* in accordance with *the Law* for Regulation of Water Services No. 05/L-042 and R01.

### 3. Term of the Service License

The validity of this service license shall commence on the issuance date and shall continue until:

- a) the date when revoked by *the Authority* in accordance with *the Law* No. 05/L-042;
- b) the date 10.09.2018 – MESP validity of decisions on the use of water resources.

### 4. Service Area

- 4.1. *The Licensee* shall provide services throughout service area in accordance with the terms and provisions set forth in this service license.
- 4.2. *The service area* in which the Licensee is authorized to provide *services* includes municipalities: Pejë, Istog, Klinë, Junik and Deçan.

- 4.3. *The Licensee* is obliged to accept restructuring, in terms of consolidation of the service area.
- 4.4. *The Licensee* is obliged to inform the Authority of the change (extension possible) the service area upon receiving under management the rural systems with specific resources.

## 5. Obligations of the Licensee

*The Licensee* is obliged at all times during the term of validity of the service license to comply with:

- a) *The Law* for Regulation of Water Services No 05/L-042;
- b) The requirements of the National Institute of Public Health of Kosovo;
- c) Administrative Instruction no 16/2012 on quality of water for human consumption;
- d) Rules issued by the *Authority* in accordance with the Section 47 of the Law No 05/L-042;
- e) Decisions made by the *Authority* in accordance with the Law 05/L-042;
- f) *This service license*;
- g) *The Customers' Charter*;
- h) *The Service Contracts*;
- i) *The Service Agreements* with the municipalities;
- j) Applicable environmental laws;
- k) Licenses, permits and other requirements from relevant institutions in accordance with the applicable legislation.

## 6. Tariffs and Fees

- 6.1 *The Licensee* is obliged to pay the *Authority* fees to the *Authority* in accordance with Section 14 of the Law No. 05/L-042.
- 6.2 *The Licensee* is obliged at all times during the term of validity of the service license to maintain the necessary financial, technical, operational and managerial capacities in terms of service provision in level of minimal service standards in accordance with *the Law* No. 05/L- 042 and the Rules issued by *the Authority*.
- 6.3 In order to further increase its overall efficiency of the licensee, we require immediate commitments and enhanced management. *The licensee's* business will be closely monitored by *the Authority*.

## **7. Reporting requirements**

*The licensee* is obliged to prepare and file reports to *the Authorities* in prescribed form and within the intervals set forth in the Rules issued by *the Authority*, as supplemented and amended from time to time.

## **8. Renewal of the Service License**

This service license may be renewed by *the Authority* with the request of *the Licensee* in accordance with the Law No. 05/L-042 and the Rule R01.

## **9. Transfer of the Service License**

This service license cannot be transferred or assigned to a third party without the expressed prior written consent of *the Authority*, in accordance with the Rule R01.

## **10. Amendment, Supplement and Replacement of the Service License**

This service license may be amended, supplemented, and replaced by *the Authority* in accordance with the Law No. 05/L-042 and the Rule R01.

## **11. Administrative Measures**

11.1 In case *the Licensee* violates *the Law* No. 05/L-042, Rules issued by *the Authority* or conditions of this service license, *the Authority* may impose administrative measures in accordance with the section 39 of the *Law* No. 05/L-042.

11.2 *The Authority* during the duration of the service license from time to time will inspect the implementation of the service license.

## **12. Miscellaneous**

12.1 If there is any discrepancy between the language versions of this service license, the version in Albanian language shall prevail.

12.2. If the terms and conditions of this service license are inconsistent with the provision and conditions of the Service Contract, the Customers' Charter, the Service Agreement, then the provisions and conditions set forth in this service license shall take precedence.

12.3. The service license certificate and a Statement for accepting the responsibilities are an integral part of this service license.

12.4. If any provision of this service license is determined by a competent authority to be void or unenforceable for any reason, then the same provision shall be severed and the remaining provisions shall continue in full force and effect.

12.5. Any renouncement (renouncement) of any provision or condition of this service license by *the Authority* shall have no impact unless such renouncement is not provided to *the Licensee* in writing. The failure to enforce any provision or condition of this service license by the Authority shall not constitute a renouncement of such provision or condition and shall not prejudice *the Authority's* right to enforce at a later time.

## Annex 1: Definitions

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In this service licenses the following definitions shall apply:

**Authority** means the Water Services Regulatory Authority;

**Service License Certificate** means the current service license issued by *the Authority* which forms the part of service license;

**Licensee** means Regional Water Company "Hidrodrini" J.S.C. Pejë;

**Customer Charter** means the document given to the customers by Service Providers, which is based on regulations issued by the *Authority*, which states the rights and mutual obligations between the Customer and the Service Provider, in respect of service provider;

**Municipalities** mean municipalities established in accordance with the Law on Administrative Border of municipalities;

**Customer** means any person that has entered into a service contract with the Licensee or has received services provided by the Licensee/service provider;

**Service Contract** means a standard contract for service provision in the form approved by the Authority, and entered into by the licensee and its customers;

**The Law No. 05/L-042** means the *Law for Regulation of Water Services*;

**Service Agreement** means the agreement concluded between the Municipality and the Licensee under the supervision of *the Authority* in which are defined the rights and obligations of both parties with respect to the service provision;

**Service Provider** means any Water Supply, Wastewater and Bulk Water Service Provider;

**Services** means:

- a) Water Services means collection, processing and distribution of water for human consumption and network and facilities operation for that purpose; and
- b) Wastewater Services means collection, conveyance, removal and treatment of wastewater used by domestic, commercial, industrial and public users;

**Service Tariffs** means any rates, charges or fixed tariffs of a Service Provider, who charges the customer related to the provision of service.