

## WP5.1

Joined report on historical development of cross-border drinking water supply systems

## ANNEXES

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Let's grow up together



The project is co-funded by the European Union,  
Instrument for Pre-Accession Assistance

## WP5.1

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## ANNEX 1

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## Questionnaire for Internal partner reposting WP5:

### Water Utility of Nova Gorica - Sector of Development and Investment.

#### 1. General about CB WSS

**Q1. Country:**

Slovenia

**Q2. Partner name:**

Water Utility of Nova Gorica - Sector of Development and Investment.

**Q3. PARTNER - Final Beneficiary No.:**

FB 4

**Q4. Reporting country (1) (cross-border country (1) )**

Slovenia

**Q5. Reporting country (2) (cross-border country (2) )**

Italy

**Q6. Estimated number of CBWSS (active)(Number and name of the CBWSS):**

Rafut - main connection, Golo Brdo - import from Italy

**Q7. Estimated number of CBWSS (inactive - ceased to operate)(Number and name of the CBWSS):**

Šempeter - block (reserve for the needs of hospital - currently closed)

**Q8. Potential development of CBWSS(Number and name of the CBWSS):**

No.

## 2. Informaton about Existing CB WSS

***Q1. Country name:***

Slovenia

***Q2. Partner name:***

Water Utility of Nova Gorica - Sector of Development and Investment.

***Q3. Partner - Final Beneficiary No.:***

FB 4

***Q4. Between country - water coming from (origin country (1)) and***

Slovenia

***Q5. Country (2) - water supplied to (delivered):***

Italy

***Q6. Water supply system name (English):***

Water System Mrzlek - Gorizia.

***Q7. Water supply system name (Country 1):***

Vodovodni sistem Mrzlek - Gorica.

***Q8. Water supply system name (Country 2):***

Sistema idrico Mrzlek - Gorizia.

***Q9. Date/year established cross-border water supply:***

CB WSS was built in 1936

***Q10. Management of origin side of the WSS:***

Vodovodi in kanalizacija Nova Gorica d.d.

***Q11. Management of delivery side of the WSS:***

Irisacqua

***Q12. Amount of water supplied (as per contract/agreement):***

20.6.2007: 2.000.000,00 m<sup>3</sup>/year. Amount is set in Draft of contract: "Oskrba Občine Gorica z vodo"

***Q13. General nature of the CBWS - emergency water supply, peak water supply, permanent water supply:***

Permanent water supply of Gorica.

***Q14. Existing legal framework for the CBWS:***

Agreement between the Italian and the Socialist Federal Republic of Yugoslavia, which regards the payment of compensation for the water supply of the municipality of Gorizia from day 09/05/1979. Content of agreement within the meaning of Annex V to the Peace Treaty with Italy: 1) Supply of Gorizia Municipality of water from 1 January 1977 continue to be governed by Article 1 and Article 2 in Annex V in the Peace Treaty with Italy ,

2) the price is revalued annually,

3) The amounts must be billed monthly and paid within 15 days ,

4) This agreement is valid until 31.12.1981 and shall be considered to be extended automatically each year unless one of the parties decides to terminate it and informs the other

***Q15. Top level CBWS management body (if mutually defined):***

Mešana italijansko slovenska komisija / Commissione mista italiano-sloveno

***Q16. Origin country reference body for the management body:***

Republic of Slovenia, Ministry of Agriculture and the Environment.

***Q17. Delivery country reference body for the CBWS management body.***

Republic of Slovenia, Ministry of Foreign Affairs.

***Q18. Legal framework management - Contract party meetings (annual, even more frequent):***

Meetings of at least 1 x per year or when necessary

***Q19. Issues addressed on the local level:***

/

***Q20. Issues addressed on the regional level:***

/

***Q21. Issues addressed on the state level:***

An international commission is established and operates at the local level.

***Q22. Legal option to increase maximum annual entitlement?***

Currently is not possible because of the dimensions of the old and new water supply facility.

***Q23. Minimum amount of water delivery defined?***

Minimum quantity of water supply 2,000,000.00 m<sup>3</sup> per year was specified in the draft of contract "Oskrba Občine Gorica z vodo" dated 20.6.2007.

***Q24. Which is the body assigned by the contract for the resolution of disputes?***

United Nations. According to Paris peace treaty where there is in Annex V, where it says that any disputes which may arise as a result of this re-examination shall be submitted for settlement under the procedure outlined in Article 87 of the Treaty. Article 87:

1.) Except where another procedure is specifically provided under any Article of the present Treaty, any dispute concerning the interpretation or execution of the Treaty, which is not settled by direct diplomatic negotiations, shall be referred to the Four Ambassadors acting under Article 86 except that in this case the Ambassadors will not be restricted by the time limit provided in that Article. Any such dispute not resolved by them within a period of two months shall, unless the parties to the dispute mutually agree upon another means of settlement, be referred at the request of either party to the dispute to a Commission composed of one representative of each party and a third member selected by mutual agreement of the two parties from nationals of a third country. Should the two parties fail to agree within a period of one month upon the appointment of third member, the Secretary-General of the United Nations may be requested by either party to make the appointment. 2.) The decision of the majority of the members of the Commission shall be the decision of the Commission, and shall be accepted by the parties as definitive and binding

***Q25. Ownership of the cross-border infrastructure:***

On the Slovenian side of the border is the owner of the infrastructure Municipality of Nova Gorica. On the Italian side of the border is the owner Municipality of Gorica.

***Q26. Are the water rights on the water resource assigned to the cross-border partner? In which way?***

No, the water rights of the water source are not allocated to cross-border partner. Water permit is issued for the Municipality of Nova Gorica Municipality Šempeter - Vrtojba, Municipality of Miren - Kostanjevica. Municipality Renče - Vogrsko and the Municipality of Brda, represented by the Water Utility of Nova Gorica.

***Q27. Termination of the water delivery of contract***

The final date is not fixed. Date of water supply is unlimited at the beginning of the supply of water by the Paris Peace Treaty.

***Q28 Minimal water consumption legally defined?***

Legally is not defined.

***Q29. Is the legal heritage of the systems resolved***

Legally is not defined.

***Q30. Is the water price(charge) composed by different components?***

Following an agreement between the Italian Republic and the Socialist Federal Republic of Yugoslavia on 09/05/1979 competent authorities of the municipalities of Gorizia and Nova Gorica price revalued regularly. Taking into account the mean index rising electricity prices in Italy and Yugoslavia, established on the basis of the official tariff for that energy, which are in force every year 1 January and mean index rising wages or personal income in the construction industry in January, taken from official data. Mean index rising electricity prices and wages to the remuneration will be determined on the basis of changes in the cost of electricity and wages, which the calculation is based on personal income to 45 percent of wages and salaries and 55 percent for electricity.

***Q31. How is the pricing mechanism defined (water charges):***

Pricing mechanism is described in previous answer. The last three years the price hasn't changed.

***Q32. Are the minimal charges foreseen? - Fixed charges, full for empty:***

No, fixed costs are not defined because the price is set in the "Osnutku pogodbe Oskrba Občine Gorica z vodo" dated 20.6.2007.

***Q33. Is the non-payment procedure regulated by the contract?***

No.

***Q34. Is there a special tariff (surcharge) for the excessive water supply?***

No.

***Q35. Insurance cost covered - insurance cost tariff, insurance model foreseen by the contract:***

Not foreseen.

***Q36. Depreciaton of the infrastructure, investment/maintenance plans agreed ? (amortizacija, ammortamento):***

No.

***Q37. Penalties for unfulfilment of contractual obligations?***

No.

***Q38. Is the mutual inspection of records/book-keeping established? (due diligence approach):***

No.

***Q39. General assessment of the CBWS economics :***

Yes, in general the situation is satisfactory.

***Q40. Payment statistics for the last 5 years:***

It is not prepared yet.

***Q41. Other:***

No.

***Q42. Measurement of water delivered:***

Measurement is carried out on the water meter on the Slovenian side of the border and on the water meter on the Italian side of the border. Reading of the water meters takes place on the last working day of the month at 10.00. Participating is 1 representative of Water Utility Nova Gorica and 1 representative of the municipality of Gorizia. Calculated is the arithmetic mean of the two readings of water meters. Bill is issued 1 x per month.

***Q43. Is continuity of water supply - intermittent water supply an issue?***

Supply is constant. Abstraction of drinking water was suspended from 15.3.2007 to 14.5.2007 due to technical reasons. The company Irisacqua until 2007 withdrew approximately 1,200,000.00 m<sup>3</sup> per year and after 2007 they withdraw approximately 2,000,000.00 m<sup>3</sup> per year . The supply of water is occasionally interrupted when performing renovation water supply , for example within the project " Varovanje vodnega vira Mrzlek in celovita oskrba prebivalstva s pitno vodo na območju Trnovsko-Banjške planote, Goriških Brd in Vipavske doline " in 2009.

***Q44. Agreed water quality issues:***

Water quality issues take into account the applicable Slovenian legislation , which is compliant with the European ( parameters, methods , frequency and location of sampling ) .

***Q45. Water quality monitoring jointly controlled/verified:***

The Water Utility of Nova Gorica monitors water quality in accordance with the HACCP standards.

***Q46. Temperature regulated by the contract?***

The temperature is not regulated by the contract. One of the parameters of the internal control of quality drinking water is the temperature and is measured at each sampling.



***Q47. Pressure regulated by the contract?***

It is not regulated by contract.

***Q48. Cross - border profile management:***

A system of notification is used in case of interventions on water supply system (discharge / change in pressure).

***Q49. Construction of project facilities:***

Each side decides about their own investments and inform the other side about potential water supply disruptions or withdrawal of water.

***Q50. Is the daily dynamics of water demand/supply an issue ?***

It is not an issue, it is carried out in accordance with draft of contract "Oskrba Občine Gorica z vodo" signed on 20.6.2007.

***Q51. Is the seasonal dynamics of water demand/supply an issue ?***

There is no issue.

***Q52. Management of water losses - are water losses in the supply, uptake side an issue?***

Water losses are large.

***Q53. Is the water availability/demand an issue on supply country or demand country side?***

Since 2007 IS about 2,000,000.00 m<sup>3</sup>. Deviations occur when one or other side has some major investments.

***Q54. Transitional phenomena an issue?***

No.

***Q55. Other technical issues?***

No.

***Q56. Long term planning mechanisms established?***

No.

***Q57. LIASON OFFICERS DETERMINED? Communication process determined and functioning?***

No.

***Q58. Joint supervision of the Water Supply System?***

SCADA control system.

***Q59. Joint management of the water resource?***

There is no joint management. Water resource is managed by Water Utility of Nova Gorica for Municipality of Nova Gorica.

***Q60. Contingency plans existing?***

No. In case of pipe break if the pressure drops and the water supply to Nova Gorica is threatened, we inform the manager of CBWSS on the Italian side about the closure or reduction of water supply for certain period of time.

***Q61. Main problems identified:***

Abstraction of water during the day is not uniform. Large fluctuations in current flow, which in turn affects the pressure fluctuation in the network and increase turbidity due to rising sediment in the pipeline. As a result, pressure variations may also arise failure of the weak points in the network.

***Q62. Other comments:***

No.

***Q63. Vision:***

No.

***Q64. Do you consider that the legal framework for the CB WSS is adequate, or under-defined:***

Adequate.

***Q65. Do you consider that the economic framework for the CB WS is adequate, or under-defined:***

Adequate.

***Q66. Do you consider that the technical framework for the CB WS is adequate, or under-defined:***

Technically the system is built in accordance with the standards and regulations of the Republic of Slovenia.

***Q67. How would you assess general perception of the cross border water supply in public?***

Since the water supply is running smoothly and is no distraction for Slovenian consumers, the public is not engaged on this issue and consequently there is no distrust.

***Q68. Provide in the attachment shp file of the existing water supply network:***

Has been provided.

***Q69. Provide documents on general state-level framework for the cross-border water supply:***

Agreement between the Italian and the Socialist Federal Republic of Yugoslavia, which regards the payment of compensation for the care of the municipality of Gorizia water of 9.5.1979.

***Q70. Specific delivery contract:***

Agreement between the Italy and the Socialist Federal Republic of Yugoslavia, which regards the payment of compensation for the care of the municipality of Gorizia water of 9.5.1979.

***Q71. Regulations, technical documentation:***

The standards and regulations of the Republic of Slovenia are applied.

***Q72. Statistics on the water supplied and payments provided for the last five years:***

Has been provided.

### 3. Information about potential CB WSS

**Q1. Country name:**

Slovenia.

**Q2. Partner name:**

Water Utility of Nova Gorica - Sector of Development and Investment.

**Q3. Partner - Final Beneficiary No.:**

FB 4

**Q4. Between country - water coming from (origin) and:**

None are planed.

**Q5. Country (2) - water supplied to (delivered):**

/

**Q6. Water supply system name (English):**

/

**Q7. Water supply system name (Country 1):**

/

**Q8. Water supply system name (Country 2):**

/

**Q9. Management of origin side of the WSS:**

/

**Q10. Management of delivery side of the WSS:**

/

**Q11: Amount of water supplied (as per contract/agreement):**

/

**Q12. General nature of the CBWS - emergency water supply, peak water supply, permanent water supply:**

/

**Q13. General description of the nature of the necessity:**

/

***Q14. Status of the preparation of the technical/legal/economics and other documents:***

/

***Q15. Potential date of construction (estimated if possible):***

/

***Q16. Describe recognized limitations inhibiting the development of potential CBWSS:***

/

## Questionnaire for Internal partner reposting WP5:

### Jaroslav Černi Institute

#### 1. General about CB WSS

**Q1. Country:**

Serbia

**Q2. Partner name:**

Jaroslav Černi Institute

**Q3. PARTNER - Final Beneficiary No.:**

FB 10

**Q4. Reporting country (1) (cross-border country (1) )**

Serbia

**Q5. Reporting country (2) (cross-border country (2) )**

Serbia

**Q6. Estimated number of CBWSS (active)(Number and name of the CBWSS):**

(5) Municipalities where are WSS at the present (Arijle, Požega, Lučani, Čačak and G.Milanovac)

**Q7. Estimated number of CBWSS (inactive - ceased to operate)(Number and name of the CBWSS):**

/

**Q8. Potential development of CBWSS(Number and name of the CBWSS):**

(4) - Potential Municipalities WSS (Topola, Arandjelovac, Ljig and Kraljevo)

## 2. Informaton about Existing CB WSS

***Q1. Country name:***

Serbia

***Q2. Partner name:***

Jaroslav Černi Institute

***Q3. Partner - Final Beneficiary No.:***

FB 10

***Q4. Between country - water coming from (origin country (1)) and***

Serbia

***Q5. Country (2) - water supplied to (delivered):***

Serbia

***Q6. Water supply system name (English):***

Regional Water supply system Rzav (RWS Rzav)

***Q7. Water supply system name (Country 1):***

Регионални водоводни систем Рзав (РВС Рзав)

***Q8. Water supply system name (Country 2):***

Regionalni vodovodni sistem Rzav (RVS Rzav)

***Q9. Date/year established cross-border water supply:***

1993

***Q10. Management of origin side of the WSS:***

Regional Water supply system Rzav (RWSS Rzav)

***Q11: Management of delivery side of the WSS:***

WSS in each of the 5 Municipalities - Arilje, Požega, Lučani, Čačak and G.Milanovac

***Q12. Amount of water supplied (as per contract/agreement):***

Average = 550 l/s, app. 18.000.000 m<sup>3</sup>/year, maximum about 700 l/s

***Q13. General nature of the CBWS - emergency water supply, peak water supply, permanent water supply:***

Permanent water supply

***Q14. Existing legal framework for the CBWS:***

Yes, there is, we will describe later, when we get more details.

***Q15. Top level CBWS management body (if mutually defined):***

The independent company is established for regional WSS management according to National legal framework and policies

***Q16. Origin country reference body for the management body:***

Serbia

***Q17. Delivery country reference body for the CBWS management body.***

The independent company is established for regional WSS management according to National legal framework and policies

***Q18. Legal framework management - Contract party meetings (annual, even more frequent):***

Yes, the independent company WSS Rzav have periodical meetings with representatives of Municipal water supply companies.

***Q19. Issues addressed on the local level:***

Yes, the questions of minimum river discharge for downstream consumers

***Q20. Issues addressed on the regional level:***

Water allocation among the Municipalities.

***Q21. Issues addressed on the state level:***

Financial issues, ownership issues and legal/policy framework

***Q22. Legal option to increase maximum annual entitlement?***

Yes, the 5 consumers (Municipalities) can increase the water demand if there is enough water. In the periods (quite rare) when the water deficit exist, the agreement exist related to the amount of water to be delivered to Municipalities.

***Q23. Minimum amount of water delivery defined?***

Generally Yes, but in a few cases there were problems because some WSS Municipalities preferred to take water on local level (cheaper)

***Q24. Which is the body assigned by the contract for the resolution of disputes?***

Depends of the problem type



***Q25. Ownership of the cross-border infrastructure:***

The majority is owned by state, but also 5 Municipalities have participated in the ownership

***Q26. Are the water rights on the water resource assigned to the cross-border partner? In which way?***

Yes, we will describe later, when we will know more details about the document

***Q27. Termination of the water delivery of contract***

Likely Yes, we will describe later, when we receive confirmation

***Q28 Minimal water consumption legally defined?***

Yes

***Q29. Is the legal heritage of the systems resolved***

Yes

***Q30. Is the water price(charge) composed by different components?***

No, it is fixed and agreed

***Q31. How is the pricing mechanism defined (water charges):***

Estimated and agreed

***Q32. Are the minimal charges foreseen? - Fixed charges, full for empty:***

No

***Q33. Is the non-payment procedure regulated by the contract?***

We guess yes, we will describe later, when we receive more details

***Q34. Is there a special tariff (surcharge) for the excessive water supply?***

No

***Q35. Insurance cost covered - insurance cost tariff, insurance model foreseen by the contract:***

Not sure, we will confirm later, when we get more information

***Q36. Depreciaton of the infrastructure, investment/maintenance plans agreed ? (amortizacija, ammortamento):***

No, and its not cover with the water price

***Q37. Penalties for unfulfilment of contractual obligations?***

We guess no, we will confirm later, when we get more details

***Q38. Is the mutual inspection of records/book-keeping established? (due diligence approach):***

Jurisdiction of the RWSS Rzav, but confirmation by each Municipality is required

***Q39. General assessment of the CBWS economics :***

Generally yes, the water price covers only part of the expenses (salaries, overheads, chemicals, etc), but do not cover maintenance and investment.

***Q40. Payment statistics for the last 5 years:***

Yes, before the delivery to each Municipality WSS

***Q41. Other:***

WSS work continually - that's not an issue

***Q42. Measurement of water delivered:***

Yes, without serious water quality problem until now

***Q43. Is continuity of water supply - intermittent water supply an issue?***

Yes, WSS in each of the 5 Municipalities verify the quality of water

***Q44. Agreed water quality issues:***

No.

***Q45. Water quality monitoring jointly controlled/verified:***

No, RWSS Rzav manage all relevant issues

***Q46. Temperature regulated by the contract?***

Continuity is existing

***Q47. Pressure regulated by the contract?***

Construction for the first (existing) stage is finalized. For the next stage (extension of the RWSS Rzav - as a planned dam), the state is in charge for the investment and construction.

***Q48. Cross - border profile management:***

No

***Q49. Construction of project facilities:***

No, because the pump stations and other capacities of RWSS are still higher than pic water demand

***Q50. Is the daily dynamics of water demand/supply an issue ?***

Generally yes, but still not important, about 4%

***Q51. Is the seasonal dynamics of water demand/supply an issue ?***

Yes, in critical period of hydrological dry years. In addition, low demand is an issue as result of the sufficient amount of water in local springs.

***Q52. Management of water losses - are water losses in the supply, uptake side an issue?***

Yes, during hydrological dry years, in critical period (august - October) there is no enough water in river for consumers

***Q53. Is the water availability/demand an issue on supply country or demand country side?***

No significant trend, demand about the constant

***Q54. Transitional phenomena an issue?***

Yes, the lack of funds for investments is present

***Q55. Other technical issues?***

No, or not important

***Q56. Long term planning mechanisms established?***

Not strictly, but the construction of the dam on the Rzav river should, probably, start soon.

***Q57. LIASON OFFICERS DETERMINED? Communication process determined and functioning?***

All relevant issues are solved by RWSS Rzav and local Municipalities.

***Q58. Joint supervision of the Water Supply System?***

The independent company is established for regional WSS management (accompanied with the members of 5 WSS Municipalities)

***Q59. Joint management of the water resource?***

The independent company is established for regional WSS management (accompanied with the members of 5 WSS Municipalities)

***Q60. Contingency plans existing?***

No.

***Q61. Main problems identified:***

Yes: 1. Not enough water in critical period of the hydrological dry year; 2. Sometimes low demand as result of the sufficient amount of water in local springs ; 3. Finding funds for Dam investment ; 4. Finding way to include new consumers

***Q62. Other comments:***

No.

***Q63. Vision:***

1. To continue with good collaboration between RWSS Rzav and present 5 WSS Mun.;2. To ensure funds for dam construction are available; 3. To find administrative-financial solution to include new consumers (4 WSS Municipalities)

***Q64. Do you consider that the legal framework for the CB WSS is adequate, or under-defined:***

No.

***Q65. Do you consider that the economic framework for the CB WS is adequate, or under-defined:***

The price for delivered water does not cover maintenance and investment.

***Q66. Do you consider that the technical framework for the CB WS is adequate, or under-defined:***

No.

***Q67. How would you assess general perception of the cross border water supply in public?***

Quite positive.

***Q68. Provide in the attachment shp file of the existing water supply network:***

Has been provided.

***Q69. Provide documents on general state-level framework for the cross-border water supply:***

Yes.

***Q70. Specific delivery contract:***

/

***Q71. Regulations, technical documentation:***

Exists.

***Q72. Statistics on the water supplied and payments provided for the last five years:***

Exists.

### 3. Information about potential CB WSS

**Q1. Country name:**

Serbia

**Q2. Partner name:**

Jaroslav Černi Institute

**Q3. Partner - Final Beneficiary No.:**

FB 10

**Q4. Between country - water coming from (origin) and:**

Serbia

**Q5. Country (2) - water supplied to (delivered):**

Serbia

**Q6. Water supply system name (English):**

Regional Water supply system Rzav (RWSS Rzav)

**Q7. Water supply system name (Country 1):**

(1) potential Municipalities: WSS Topola, WSS Arandjelovac

**Q8. Water supply system name (Country 2):**

(2) potential Municipalities: WSS Ljig, WSS Kraljevo

**Q9. Management of origin side of the WSS:**

Regional Water supply system Rzav (RWSS Rzav)

**Q10. Management of delivery side of the WSS:**

WSS in each Municipalities

**Q11. Amount of water supplied (as per contract/agreement):**

(1) potential: Average = 100 l/s, 3.000.000 m<sup>3</sup>/year, maximum 150 l/s; (2) potential: Average = 200 l/s, 6.000.000 m<sup>3</sup>/year, max. 300 l/s

**Q12. General nature of the CBWS - emergency water supply, peak water supply, permanent water supply:**

Permanent water supply.

***Q13. General description of the nature of the necessity:***

They (these 4 Municipality WSS) do not have enough water on the local Municipality Level.

***Q14. Status of the preparation of the technical/legal/economics and other documents:***

Unofficial feasibility study

***Q15. Potential date of construction (estimated if possible):***

Dam date construction not defined (but likely soon, just the funds are problem), new consumers (WSS Municipalities) still not agreed.

***Q16. Describe recognized limitations inhibiting the development of potential CBWSS:***

Complicated procedures for the definition of the Municipalities financial contribution.

## Questionnaire for Internal partner reposting WP5:

### P.C.Utility Neum

#### 1. General about CB WSS

**Q1. Country:**

Bosnia and Herzegovina

**Q2. Partner name:**

P.C.Utility Neum

**Q3. PARTNER - Final Beneficiary No.:**

FB 13

**Q4. Reporting country (1) (cross-border country (1) )**

Bosnia and Herzegovina

**Q5. Reporting country (2) (cross-border country (2) )**

Croatia

**Q6. Estimated number of CBWSS (active)(Number and name of the CBWSS):**

(1) Gabela-Hutovo-Neum (Dubrovačko primorje detachment)

**Q7. Estimated number of CBWSS (inactive - ceased to operate)(Number and name of the CBWSS):**

/

**Q8. Potential development of CBWSS(Number and name of the CBWSS):**

/



## 2. Informaton about Existing CB WSS

**Q1. Country name:**

Bosnia and Herzegovina

**Q2. Partner name:**

P.C.Utility Neum

**Q3. Partner - Final Beneficiary No.:**

FB 13

**Q4. Between country - water coming from (origin country (1)) and**

Bosnia and Herzegovina

**Q5. Country (2) - water supplied to (delivered):**

and Croatia

**Q6. Water supply system name (English):**

Regional WSS Gabela-Hutovo-Neum (Dubrovačko primorje detachment)

**Q7. Water supply system name (Country 1):**

Regionalni vodovod Gabela-Hutovo-Neum (odvajanje za Dubrovačko primorje)

**Q8. Water supply system name (Country 2):**

Regionalni vodovod Gabela-Hutovo-Neum (odvajanje za Dubrovačko primorje)

**Q9. Date/year established cross-border water supply:**

Cross-border water supply has been established in 1982

**Q10. Management of origin side of the WSS:**

Javno poduzeće Komunalno Neum d.o.o./ P.C.Utility Neum

**Q11. Management of delivery side of the WSS:**

Javno poduzeće Vodovod Dubrovnik d.o.o. /Public company Vodovod Dubrovnik

**Q12. Amount of water supplied (as per contract/agreement):**

According to Contract signed between Communal labour organization Vodovod Dubrovnik and Municipal building authority of Neum in 1982. the amount of water to be delivered to Dubrovačko primorje is 15l/s. At the moment this amount is less than agreed due to decreased water demands

***Q13. General nature of the CBWS - emergency water supply, peak water supply, permanent water supply:***

General nature of the CBWS is permanent water supply of some settlements of the Dubrovačko primorje.

***Q14. Existing legal framework for the CBWS:***

The existing legislation is following: (1) Contract signed between Communal labour organization Vodovod Dubrovnik and Municipal building authority of Neum dating from 1982. (2) Contract signed between P.C. Utility Neum and P.C. Vodovod Dubrovnik dating from 1991. (3) Contract signed between Croatian Government and Bosnia and Herzegovina Government on water management relations arrangement dating from 1996.

***Q15. Top level CBWS management body (if mutually defined):***

According to the last signed contract - Contract signed between Croatian Government and Bosnia and Herzegovina Government on water management relations arrangement dating from 1996. Top level CB WSS management body is mutual Republic of Croatia and Bosnia and Herzegovina Water Management Committee/ zajedničko Povjerenstvo za vodno gospodarstvo Republike Hrvatske i Bosne i Hercegovine.

***Q16. Origin country reference body for the management body:***

Federalno ministarstvo poljoprivrede, vodoprivrede i šumarstva/Ministry of Agriculture, Water Management and Forestry

***Q17. Delivery country reference body for the CBWS management body.***

Hrvatske vode

***Q18. Legal framework management - Contract party meetings (annual, even more frequent):***

Yes, annually or when necessary.

***Q19. Issues addressed on the local level:***

Apart from Water Management Committee functioning there are many issues that have to be tackled locally. Most of the day-to-day problems, necessary for the regular and continuous functioning of the CB WSS are bound to be solved, regardless from legal frameworks. Due to that, local managing is very important but unfortunately underestimated and it demands higher support from all the levels of governing.

***Q20. Issues addressed on the regional level:***

None.

***Q21. Issues addressed on the state level:***

Yes, Republic of Croatia and Bosnia and Herzegovina Water Management Committee. Meetings at least once a year or when necessary. Last meeting was held in December 2013.

***Q22. Legal option to increase maximum annual entitlement?***

Currently, the water amount contracted and delivered to the settlements in Dubrovačko primorje is not an issue and there are no requests for increasing it. In case of future increasing demands and with sufficient technical capacity already existing it would not be a problem.

***Q23. Minimum amount of water delivery defined?***

No.

***Q24. Which is the body assigned by the contract for the resolution of disputes?***

As defined in Helsinki Convention, part III, Article 22. the body assigned for the resolution of disputes is court of arbitration.

***Q25. Ownership of the cross-border infrastructure:***

The Municipality of Neum is a legal establisher of P.C.Utility Neum and accordingly the owner of the infrastructure. P.C. Vodovod Dubrovnik owns the infrastructure on it's national territory.

***Q26. Are the water rights on the water resource assigned to the cross-border partner? In which way?***

No, the water rights of the water source are not allocated to cross-border partner. Water permit is issued for the P.C.Utility Neum only.

***Q27. Termination of the water delivery of contract***

The final date of delivery is not fixed, both in contracts from 1982 and 1991. Contract from 1996 is concluded for an indefinite period of time and it does not envisage the final date of delivery.

***Q28 Minimal water consumption legally defined?***

According to Contract signed between Communal labour organization Vodovod Dubrovnik and Municipal building authority of Neum in 1982. the amount of water to be delivered to Dubrovačko primorje is 15l/s. At the moment this amount is less than agreed due to decreased water demands.

***Q29. Is the legal heritage of the systems resolved***

Legal inheritance system is solved, but completely satisfactory. This has led to numerous problems in the managing of P. C. Utility Neum. Until war (1991) there was a contract with SIZ WSS, where a substantial portion of the cost was beared by SIZ WSS, who was also financing the construction of WSS. After the war, due to new circumstances, these institutions ceased to function and all maintenance costs were transferred to the P. C. Utility. The issue of legal inheritance is not adequate, legal heirs do not know what are their obligations. Following these problems and lack of financial resources, P. C. Utility Neum is not able to maintain the system in a satisfactory way and because of that, the WSS was left unamaintained and today's unenviable position.

***Q30. Is the water price(charge) composed by different components?***

No, water price (charge) is not composed of different components. It is defined as a lump sum - Water price Decision issued by the Municipal council of Neum.

***Q31. How is the pricing mechanism defined (water charges):***

Decision on water prices issued and adopted by the Municipal council of Neum on 05.03.2012. defines the price of water as a lump sum for the whole water supply same for the local and cross-border provision. Established water price doesn't cover costs of water production and is not actually a product of economic variables but more of a social. This is the way to protect final water consumers due to the deteriorating socio-economic conditions eventhough it is not the best solution for the succesful managing of WSS.

***Q32. Are the minimal charges foreseen? - Fixed charges, full for empty:***

No.

***Q33. Is the non-payment procedure regulated by the contract?***

No.

***Q34. Is there a special tariff (surcharge) for the excessive water supply?***

No.

***Q35. Insurance cost covered - insurance cost tariff, insurance model foreseen by the contract:***

No.

***Q36. Depreciaton of the infrastructure, investment/maintenance plans agreed ? (amortizacija, ammortamento):***

No.

***Q37. Penalties for unfulfilment of contractual obligations?***

No.

***Q38. Is the mutual inspection of records/book-keeping established? (due diligence approach):***

No.

***Q39. General assessment of the CBWS economics :***

Regional water supply system Gabela-Hutovo-Neum is a highly demanding and expensive mechanism to maintain. It requests continuous care and investments both from the regular incomes and all government level grants. Since the CBWS is just a detachment of our regional water supply system there are no special issues regarding CBSW economics especially if we take into consideration low water demands from the other side of the border. Nevertheless, increasing investments from Dubrovačko primorje would definitely help in mutual maintaining of WSS.

***Q40. Payment statistics for the last 5 years:***

In attachment.

***Q41. Other:***

No.

***Q42. Measurement of water delivered:***

There are two detachments for the cross-border water delivery. Measurement is performed in a way that P.C.Utility Neum measures the flow in water reservoirs Moševići and Duži both before detachments for Dubrovačko primorje. This measuring using water meters shows the quantity of water delivered to the point of cross-border provision.

***Q43. Is continuity of water supply - intermittent water supply an issue?***

In case of a regular water supply, when there are no breakages in the system, water supply continuity is not an issue. On the other hand, all the troubles in the system ( breakages, failures, electricity issues, etc) endanger the regular water supply for both of the sides.

***Q44. Agreed water quality issues:***

No.

***Q45. Water quality monitoring jointly controlled/verified:***

Water quality monitoring is not jointly controlled. It is a regular responsibility of P.C.Utility Neum and is as such delivered to Dubrovačko primorje.

***Q46. Temperature regulated by the contract?***

No

***Q47. Pressure regulated by the contract?***

No

***Q48. Cross - border profile management:***

Yes, there is a pressure measuring on the cross border structure and it is mutually accessible.

***Q49. Construction of project facilities:***

No

***Q50. Is the daily dynamics of water demand/supply an issue ?***

No

***Q51. Is the seasonal dynamics of water demand/supply an issue ?***

There is an issue with the seasonal dynamics of water supply during the peak summer season when local demands multiply.

***Q52. Management of water losses - are water losses in the supply, uptake side an issue?***

SCADA system

***Q53. Is the water availability/demand an issue on supply country or demand country side?***

No, there are no issues with water availability-water source.

***Q54. Transitional phenomena an issue?***

No

***Q55. Other technical issues?***

No

***Q56. Long term planning mechanisms established?***

There are no long term planning mechanisms established.

***Q57. LIASON OFFICERS DETERMINED? Communication process determined and functioning?***

System for the liaison officers is not established on the local level. Communication process is functioning spontaneously and due to the good and positive relations between two utilities.

***Q58. Joint supervision of the Water Supply System?***

Mechanisms for the joint supervision of the WSS have not been envisaged in the Contract and further to that not established.

***Q59. Joint management of the water resource?***

Water resource is managed only by one partner which is P.C. Utility Neum from the origin side of the WSS.

***Q60. Contingency plans existing?***

No, there is no contingency plan existing.

***Q61. Main problems identified:***

/

***Q62. Other comments:***

/

***Q63. Vision:***

There is in general a positive vision on the functioning of the CBWS.

***Q64. Do you consider that the legal framework for the CB WSS is adequate, or under-defined:***

Legal framework of the CBWS is under-defined and inadequate. The signed agreement between the Government of Croatia and the Government of Bosnia and Herzegovina did not further elaborate on the mechanisms that would help to solve issues and problems at the levels where decisions are actually made and that is at local level. If the entire cross-border management system has been reduced to the level of utility company, it can certainly be concluded that this is a big task and responsibility that small utilities can not handle.

***Q65. Do you consider that the economic framework for the CB WS is adequate, or under-defined:***

Economic framework of the CBWS is under-defined and inadequate. The price of water that is defined locally it is not good solution. Pricing of water based on social rather than

economic variables, although it positively resolves socio-economic issues, however, is not adequate and efficient way for the long-term profitability of WSS.

***Q66. Do you consider that the technical framework for the CB WS is adequate, or under-defined:***

Technical framework for the CBWS is sufficient but without legal and economic framework following, it is also inadequate.

***Q67. How would you assess general perception of the cross border water supply in public?***

Since the CBWS of Dubrovačko primorje is not a highly demanded part of the overall regional supply and it is not endangering the same on the local level, there is a practical positive opinion of CBWS. It is considered as a positive component in the framework of general cross-country relationship.

***Q68. Provide in the attachment shp file of the existing water supply network:***

Has been provided.

***Q69. Provide documents on general state-level framework for the cross-border water supply:***

Contract signed between Croatian Government and Bosnia and Herzegovina Government on water management relations arrangement from 1996.

***Q70. Specific delivery contract:***

Contract signed between Communal labour organization Vodovod Dubrovnik and Municipal building authority Neum from 1982.; Decision on fees for municipal waste and water price issued and adopted by the Municipal council of Neum on 05.03.2012

***Q71. Regulations, technical documentation:***

/

***Q72. Statistics on the water supplied and payments provided for the last five years:***

/



### 3. Information about potential CB WSS

**Q1. Country name:**

Bosnia and Herzegovina

**Q2. Partner name:**

P.C.Utility Neum

**Q3. Partner - Final Beneficiary No.:**

FB 13

**Q4. Between country - water coming from (origin) and:**

Bosnia and Herzegovina

**Q5. Country (2) - water supplied to (delivered):**

and Croatia

**Q6. Water supply system name (English):**

/

**Q7. Water supply system name (Country 1):**

/

**Q8. Water supply system name (Country 2):**

/

**Q9. Management of origin side of the WSS:**

/

**Q10. Management of delivery side of the WSS:**

/

**Q11: Amount of water supplied (as per contract/agreement):**

/

**Q12. General nature of the CBWS - emergency water supply, peak water supply, permanent water supply:**

/

**Q13. General description of the nature of the necessity:**

/

***Q14. Status of the preparation of the technical/legal/economics and other documents:***

/

***Q15. Potential date of construction (estimated if possible):***

/

***Q16. Describe recognized limitations inhibiting the development of potential CBWSS:***

/

## Questionnaire for Internal partner reposting WP5:

### Faculty of Civil Engineering - University of Rijeka

#### 1. General about CB WSS

**Q1. Country:**

Croatia

**Q2. Partner name:**

Faculty of Civil Engineering - University of Rijeka

**Q3. PARTNER - Final Beneficiary No.:**

FB 8

**Q4. Reporting country (1) (cross-border country (1) )**

Croatia

**Q5. Reporting country (2) (cross-border country (2) )**

Slovenia

**Q6. Estimated number of CBWSS (active)(Number and name of the CBWSS):**

(1) Water supply system of Liburnija and hinterland (Liburnijske vode d.o.o. (old name: Komunalac d.o.o. Opatija) - JP Komunala Ilirska Bistrica d.o.o.), (2) Water supply network - Slovenia (OKP Rogaška Slatina d.o.o. - Humkom d.o.o.)

**Q7. Estimated number of CBWSS (inactive - ceased to operate)(Number and name of the CBWSS):**

(1) For water supply of Klana (CRO), water was delivered from Ilirska Bistrica.

**Q8. Potential development of CBWSS(Number and name of the CBWSS):**

0

## 2. Informaton about Existing CB WSS

**Q1. Country name:**

Croatia

**Q2. Partner name:**

Faculty of Civil Engineering - University of Rijeka

**Q3. Partner - Final Beneficiary No.:**

FB 8

**Q4. Between country - water coming from (origin country (1)) and**

Slovenia

**Q5. Country (2) - water supplied to (delivered):**

Croatia and Slovenia\*

(\*for water supply of Jelšane (SLO): water is provided by JP Komunala

Ilirska Bistrica d.o.o. (SLO), but that water is first delivered to Liburnijske vode d.o.o. (CRO), which then supplies Jelšane)

**Q6. Water supply system name (English):**

Water supply system of Liburnija and hinterland

**Q7. Water supply system name (Country 1):**

Vodovodni sistem Liburni in zaledjem

**Q8. Water supply system name (Country 2):**

Vodoposkrbni sustav Liburnije i zaleđa

**Q9. Date/year established cross-border water supply:**

Construction of water supply system in 1937: Buzet - Starod - Šapjane - Jelšane - Klana - Mučiči.

Change in supplying water in 1962: Ilirska Bistrica - Starod - Šapjane - Jelšane - Klana - Mučiči - Matulji

**Q10. Management of origin side of the WSS:**

JP Komunala Ilirska Bistrica d.o.o., <http://www.kp-ilb.si/index.html>

**Q11. Management of delivery side of the WSS:**

Liburnijske vode d.o.o., <http://www.liburnijske-vode.hr/>

(old name: Komunalac d.o.o. Opatija, <http://www.komunalac-opatija.hr/>)

and

JP Komunala Ilirska Bistrica d.o.o., <http://www.kp-ilb.si/index.html>

***Q12. Amount of water supplied (as per contract/agreement):***

According to Contract from 1972: Minimum of 24.5 l/s. In case of available water in VS in Starod, that amount may be increased up to a maximum of 30 l/s (which is the capacity of transport pipeline). According to Contract for the supply and payment of water (1976): cca 720.000 m<sup>3</sup>/year

***Q13. General nature of the CBWS - emergency water supply, peak water supply, permanent water supply:***

Permanent water supply

***Q14. Existing legal framework for the CBWS:***

(1) Contract for the supply and prices of water from water supply system "Visoki Kras" (26.09.1972.), between Komunalno stanovanjsko podjetje Ilirska Bistrica and Komunalno poduzeće "Vodovod" Opatija; (2) - Contract for the supply and payment of water (1976.); (4) I. Addition to basic contract from 24.11.1992. (24.02.1997.). (3) Contract for the sale and supply of water (24.11.1992.); (5) Water Act (Zakon o vodama), 17.12.2009. - it is only written that some regulations are not applicable in the case of cross-border water supply (6) Regulation on the ratification of the contract between Croatian Government and Slovenian Government on the regulation of water management relations (12.06.1997.) (7) (Uredba o potvrđivanju ugovora između Vlade Republike Hrvatske i Vlade Republike Slovenije o uređivanju vodnogospodarskih odnosa (12.06.1997.))

***Q15. Top level CBWS management body (if mutually defined):***

Stalna hrvatsko-slovenska komisija za vodno gospodarstvo;

Stalna slovensko-hrvaška komisija za vodno gospodarstvo

(Permanent Croatian-Slovenian Commission for Water Management)

***Q16. Origin country reference body for the management body:***

Ministry of Agriculture and Environment, Sector for Water Management (SLO)

***Q17. Delivery country reference body for the CBWS management body.***

Ministry of Agriculture, Direction for Water Management (CRO)

***Q18. Legal framework management - Contract party meetings (annual, even more frequent):***

Over the last 25 years, the cooperation with the Slovenian company from Ilirska Bistrica has been friendly. Management delegations meet at least once a year, technical staff consult each other and meet if necessary.

***Q19. Issues addressed on the local level:***

/

***Q20. Issues addressed on the regional level:***

/

***Q21. Issues addressed on the state level:***

Stalna hrvatsko-slovenska komisija za vodno gospodarstvo (Permanent Croatian-Slovenian Commission for Water Management).

This Commission held 10 meetings so far, and the last one was held in Zagreb 27.-28.03.2014.

***Q22. Legal option to increase maximum annual entitlement?***

Legally it is possible to make a contract where based on their (Ilirska Bistrica) technical capabilities current maximum amount of water would be defined, and in case of reduced abundances and technical problems minimum amounts would be defined.

There are technical limitations on Croatian side, such that maximum system throughput is now reduced, from former 29 l/s which was in practice, to 19 l/s, because there is no need for larger amounts of water from Slovenia.

***Q23. Minimum amount of water delivery defined?***

According to Contract from 1972: minimum of 24.5 l/s.

***Q24. Which is the body assigned by the contract for the resolution of disputes?***

According to Contract from 1972: District Commercial Court in Rijeka or Higher Commercial Court in Zagreb, depending on the value of the dispute. According to Contract for the supply and payment of water (1976.): District Commercial Court in Koper. According to Contract for the sale and supply of water (1992.): The Court in Koper.

***Q25. Ownership of the cross-border infrastructure:***

Each country owns the infrastructure on the national territory. Each country is owner up to the measuring point, i.e. from the measuring points that are on the borders.

***Q26. Are the water rights on the water resource assigned to the cross-border partner? In which way?***

No.

***Q27. Termination of the water delivery of contract***

It is unlimited.

***Q28 Minimal water consumption legally defined?***

No.

***Q29. Is the legal heritage of the systems resolved***

It is not problematic. What has belonged to Slovenia, it still belongs to Slovenia. The same applies to Croatia.

***Q30. Is the water price(charge) composed by different components?***

For Jelšane the price is not defined. Ilirska Bistrica has defined the price of 2 EUR/m<sup>3</sup> to Liburnijske vode. This is how the price which Liburnijske vode d.o.o. pay is defined: 1) the amount of water which is delivered to Croatia is reduced with the amount of water which is delivered to Jelšane (increased by 15% due to handling and maintenance costs), what gives the amount of water that is charged to Liburnijske vode d.o.o. (2 EUR/m<sup>3</sup>); 2) charge for water supply network (59.35 EUR/month); 3) charge for watermeters (13.02 EUR/month).

***Q31. How is the pricing mechanism defined (water charges):***

Amount of water for Liburnijske vode d.o.o. is monitored at the border measuring instrument in Pasjak. Part of that water is delivered to Slovenia, therefore it is agreed to reduce the total amount of water from Pasjak with that part (but increased by 15% due to handling and maintenance costs), and the rest of the water is charged to Liburnijske vode d.o.o. When Yugoslavia fell apart, the calculation method for Slovenian water remained the same, although there was also customs charging before Croatia has joined EU. Water price is described in previous question. Legislation (CRO): Water Act (Zakon o vodama), Water Management Financing Law (Zakon o financiranju vodnoga gospodarstva).

***Q32. Are the minimal charges foreseen? - Fixed charges, full for empty:***

In case that Liburnijske vode d.o.o. don't take water from Ilirska Bistrica (0 m<sup>3</sup>) they would still have to pay (fixed charges): 2) charge for water supply network (59.35 EUR/month); 3) charge for watermeters (13.02 EUR/month).

***Q33. Is the non-payment procedure regulated by the contract?***

Not by the contracts that are available to us. Only courts for resolution of disputes are mentioned.

***Q34. Is there a special tariff (surcharge) for the excessive water supply?***

No. Everything is agreed with joint cooperation.

***Q35. Insurance cost covered - insurance cost tariff, insurance model foreseen by the contract:***

ž

***Q36. Depreciation of the infrastructure, investment/maintenance plans agreed? (amortizacija, ammortamento):***

Each side maintains its own system.

***Q37. Penalties for unfulfilment of contractual obligations?***

According to Contract from 1972, if water supplier by his fault doesn't fulfill the obligations under Articles II and III of the contract, counterparty has the right for compensation of resulting damage.

***Q38. Is the mutual inspection of records/book-keeping established? (due diligence approach):***

No. Both sides communicate with each other if something is unclear. Bill after bill is paid.

***Q39. General assessment of the CBWS economics :***

Croatia thinks that Slovenian water is too expensive.

For Ilirska Bistrica it is more favorable to supply Jelšane in current way (through Croatia), then to buy Croatian water.

***Q40. Payment statistics for the last 5 years:***

See the last question in this questionnaire.

***Q41. Other:***

/



***Q42. Measurement of water delivered:***

2 measuring points: 1) on the border crossing Pasjak (measurement of amount of water that is delivered to Croatia), 2) on the border (measurement of amount of water that is delivered to Jelšane). Measurements are usually performed once a month.

***Q43. Is continuity of water supply - intermittent water supply an issue?***

Only some technical problems, which rarely happen (eg. when repairing pipes). During the drought Slovenia would reduce the water flow. Slovenia would always inform Croatia about that, as Croatia informs them.

***Q44. Agreed water quality issues:***

Legislation: - Drinking Water Directive (Direktiva o kakvoći vode za piće) which defines parameters, frequency etc. CRO:(1) Regulation on drinking water sanitary correctness (Pravilnik o zdravstvenoj ispravnosti vode za piće); (2) Rules on compliance parameters and methods of analysis of water for human consumption (Pravilnik o parametrima sukladnosti i metodama analize vode za ljudsku potrošnju); (3) Water Act (Zakon o vodama), 17.12.2009.

***Q45. Water quality monitoring jointly controlled/verified:***

A place on the border is agreed where pipeline extends from Šapjane to Jelšane. Croatia takes a sample, and if there's a problem with the sample, both sides consult each other. A sample is taken once a month. If water turbidity etc. occurs at springs in Slovenia, they inform Croatia about need for boiling water.

***Q46. Temperature regulated by the contract?***

No.

***Q47. Pressure regulated by the contract?***

No.

***Q48. Cross - border profile management:***

2 measuring points on the border - on 1st discharge and pressure are measured (pressure is measured on reducer station just after the border in Pasjak); on 2nd discharge is measured (toward Jelšane). Structures are accessible for both sides. Management of valves is agreed from both sides.

***Q49. Construction of project facilities:***

Everything has been built, each side builds for its own needs.

***Q50. Is the daily dynamics of water demand/supply an issue ?***

Reservoir is in Starod (SLO). Reservoir Kavrani Breg for potential water supply is in Croatia.

***Q51. Is the seasonal dynamics of water demand/supply an issue ?***

Seasonal dynamics used to be higher, but is lower today. Fewer number of houses in Croatia is now supplied with water (smaller order of magnitude).

***Q52. Management of water losses - are water losses in the supply, uptake side an issue?***

On Croatian side there is monitoring of amount of water that entered the system, and difference with amount of water that was taken by consumers. Water losses are monitored on a monthly basis. They are about 8-9 %. Supply network has been restored.

***Q53. Is the water availability/demand an issue on supply country or demand country side?***

On Croatian side there is a trend of decrease in water consumption.

***Q54. Transitional phenomena an issue?***

/

***Q55. Other technical issues?***

/

***Q56. Long term planning mechanisms established?***

Croatian side is working on a new system, for water supply with water from Croatia (the system has been built).

***Q57. LIASON OFFICERS DETERMINED? Communication process determined and functioning?***

/

***Q58. Joint supervision of the Water Supply System?***

Each country supervises its own side. Measuring instruments are contact points.

***Q59. Joint management of the water resource?***

No, they are managed only by Slovenia.

***Q60. Contingency plans existing?***

There is no special plan. If a problem occurs, both sides contact each other.

***Q61. Main problems identified:***

/

***Q62. Other comments:***

/

***Q63. Vision:***

WSS has been reconstructed in Croatia, and that system can supply Croatian and Slovenian settlements with water from reservoir Kavrani breg above Lipa, i.e. from springs on Učka and from Rijeka. In such way Croatia wouldn't need expensive imported water from Ilirska Bistrica, and it would become exporter instead of importer, because Croatia would then sell water for Jelšane. Ilirska Bistrica is more satisfied with current supply of Jelšane (through Croatia). In case of keeping current way of water supply, Croatia requires lower prices for Slovenian water.

***Q64. Do you consider that the legal framework for the CB WSS is adequate, or under-defined:***

It is adequate.

***Q65. Do you consider that the economic framework for the CB WS is adequate, or under-defined:***

The only problem are water prices.

***Q66. Do you consider that the technical framework for the CB WS is adequate, or under-defined:***

It is adequate.

***Q67. How would you assess general perception of the cross border water supply in public?***

There were no problems with Croatian public, the price was always the same, and that's important to them. Part of the public still thinks that water from Slovenia is supplied all the way to Matulji (not just for 3 settlements).

***Q68. Provide in the attachment shp file of the existing water supply network:***

It has been provided.

***Q69. Provide documents on general state-level framework for the cross-border water supply:***

/

***Q70. Specific delivery contract:***

We have found these contracts: (1) Contract for the supply and prices of water from water supply system "Visoki Kras" (26.09.1972.), between Komunalno stanovanjsko podjetje Ilirska Bistrica and Komunalno poduzeće "Vodovod" Opatija, (2) Contract for the supply and payment of water (1976.), (3) Contract for the sale and supply of water (24.11.1992.), (4) I.Addition to basic contract from 24.11.1992. (24.02.1997.).

***Q71. Regulations, technical documentation:***

/

***Q72. Statistics on the water supplied and payments provided for the last five years:***

Provided.

### 3. Information about potential CB WSS

**Q1. Country name:**

CROATIA

**Q2. Partner name:**

Faculty of Civil Engineering - University of Rijeka

**Q3. Partner - Final Beneficiary No.:**

FB 8

**Q4. Between country - water coming from (origin) and:**

/

**Q5. Country (2) - water supplied to (delivered):**

/

**Q6. Water supply system name (English):**

/

**Q7. Water supply system name (Country 1):**

/

**Q8. Water supply system name (Country 2):**

/

**Q9. Management of origin side of the WSS:**

/

**Q10. Management of delivery side of the WSS:**

/

**Q11: Amount of water supplied (as per contract/agreement):**

/

**Q12. General nature of the CBWS - emergency water supply, peak water supply, permanent water supply:**

/

**Q13. General description of the nature of the necessity:**

/

***Q14. Status of the preparation of the technical/legal/economics and other documents:***

/

***Q15. Potential date of construction (estimated if possible):***

/

***Q16. Describe recognized limitations inhibiting the development of potential CBWSS:***

/

## Questionnaire for Internal partner reposting WP5:

### Faculty of Civil Engineering - University of Rijeka

#### 1. General about CB WSS

**Q1. Country:**

Croatia

**Q2. Partner name:**

Faculty of Civil Engineering - University of Rijeka

**Q3. PARTNER - Final Beneficiary No.:**

FB 8

**Q4. Reporting country (1) (cross-border country (1) )**

Croatia

**Q5. Reporting country (2) (cross-border country (2) )**

Slovenia

**Q6. Estimated number of CBWSS (active)(Number and name of the CBWSS):**

(1) Water supply system of Liburnija and hinterland (Liburnijske vode d.o.o. (old name: Komunalac d.o.o. Opatija) - JP Komunala Ilirska Bistrica d.o.o.),

(2) Water supply network - Slovenia (OKP Rogaška Slatina d.o.o. - Humkom d.o.o.)

**Q7. Estimated number of CBWSS (inactive - ceased to operate)(Number and name of the CBWSS):**

(1) For water supply of Klana (CRO), water was delivered from Ilirska Bistrica.

(2) Until the year 1995, about 60 houses in Croatian settlement Banfi (Municipality Štrigova) were connected to Slovenian WSS. A new WSS was built for these households, and i

***Q8. Potential development of CBWSS(Number and name of the CBWSS):***

(1) Međimurske vode d.o.o. Čakovec (CRO) delivering water to Komunalno podjetje Ormož d.o.o. (SLO).



## 2. Informaton about Existing CB WSS

***Q1. Country name:***

Croatia

***Q2. Partner name:***

Faculty of Civil Engineering - University of Rijeka

***Q3. Partner - Final Beneficiary No.:***

FB 8

***Q4. Between country - water coming from (origin country (1)) and***

Slovenia

***Q5. Country (2) - water supplied to (delivered):***

Croatia

***Q6. Water supply system name (English):***

Water supply network - Slovenia

***Q7. Water supply system name (Country 1):***

Vodovodno omrežje - Slovenija

***Q8. Water supply system name (Country 2):***

Vodovodna mreža - Slovenija

***Q9. Date/year established cross-border water supply:***

/

***Q10. Management of origin side of the WSS:***

OKP Rogaška Slatina d.o.o., <http://www.okp.si/>

***Q11. Management of delivery side of the WSS:***

Humkom d.o.o., <http://www.humkom.hr/>

***Q12. Amount of water supplied (as per contract/agreement):***

cca 15000 m<sup>3</sup> per year

***Q13. General nature of the CBWS - emergency water supply, peak water supply, permanent water supply:***

/

***Q14. Existing legal framework for the CBWS:***

(1) Water Act (Zakon o vodama), 17.12.2009. - it is only written that some regulations are not applicable in the case of cross-border water supply, (2) Regulation on the ratification of the contract between Croatian Government and Slovenian Government on the regulation of water management relations (12.06.1997.) - (Uredba o potvrđivanju ugovora između Vlade Republike Hrvatske i Vlade Republike Slovenije o uređivanju vodnogospodarskih odnosa (12.06.1997.))

***Q15. Top level CBWS management body (if mutually defined):***

Stalna hrvatsko-slovenska komisija za vodno gospodarstvo;

Stalna slovensko-hrvaška komisija za vodno gospodarstvo

(Permanent Croatian-Slovenian Commission for Water Management)

***Q16. Origin country reference body for the management body:***

Ministry of Agriculture and Environment, Sector for Water Management (SLO)

***Q17. Delivery country reference body for the CBWS management body.***

Ministry of Agriculture, Direction for Water Management (CRO)

***Q18. Legal framework management - Contract party meetings (annual, even more frequent):***

NO.

***Q19. Issues addressed on the local level:***

NO.

***Q20. Issues addressed on the regional level:***

NO.

***Q21. Issues addressed on the state level:***

Stalna hrvatsko-slovenska komisija za vodno gospodarstvo (Permanent Croatian-Slovenian Commission for Water Management).

This Commission held 10 meetings so far, and the last one was held in Zagreb 27.-28.03.2014.

***Q22. Legal option to increase maximum annual entitlement?***

With construction of water supply network on Croatian side, water delivery from OKP will be ended.

***Q23. Minimum amount of water delivery defined?***

NO.

***Q24. Which is the body assigned by the contract for the resolution of disputes?***

/

***Q25. Ownership of the cross-border infrastructure:***

/

***Q26. Are the water rights on the water resource assigned to the cross-border partner? In which way?***

/

***Q27. Termination of the water delivery of contract***

It is unlimited.

***Q28 Minimal water consumption legally defined?***

NO.

***Q29. Is the legal heritage of the systems resolved***

/

***Q30. Is the water price(charge) composed by different components?***

YES.

***Q31. How is the pricing mechanism defined (water charges):***

Legislation (CRO): Water Act (Zakon o vodama), Water Management Financing Law (Zakon o financiranju vodnoga gospodarstva).

***Q32. Are the minimal charges foreseen? - Fixed charges, full for empty:***

YES.

***Q33. Is the non-payment procedure regulated by the contract?***

YES.

***Q34. Is there a special tariff (surcharge) for the excessive water supply?***

NO.

***Q35. Insurance cost covered - insurance cost tariff, insurance model  
foreseen by the contract:***

YES.

***Q36. Depreciation of the infrastructure, investment/maintenance plans  
agreed ? (amortizacija, ammortamento):***

NO.

***Q37. Penalties for unfulfilment of contractual obligations?***

YES.

***Q38. Is the mutual inspection of records/book-keeping established? (due  
diligence approach):***

YES.

***Q39. General assessment of the CBWS economics :***

/

***Q40. Payment statistics for the last 5 years:***

See the last question in this questionnaire.

***Q41. Other:***

/

***Q42. Measurement of water delivered:***

With water meter.

***Q43. Is continuity of water supply - intermittent water supply an issue?***

YES.

***Q44. Agreed water quality issues:***

Legislation: (1) Drinking Water Directive (Direktiva o kakvoći vode za piće) which defines parameters, frequency etc. CRO: (1) Regulation on drinking water sanitary correctness (Pravilnik o zdravstvenoj ispravnosti vode za piće), (2) Rules on compliance parameters and methods of analysis of water for human consumption (Pravilnik o parametrima

sukladnosti i metodama analize vode za ljudsku potrošnju), (3) Water Act (Zakon o vodama), 17.12.2009.

***Q45. Water quality monitoring jointly controlled/verified:***

YES.

***Q46. Temperature regulated by the contract?***

NO.

***Q47. Pressure regulated by the contract?***

NO.

***Q48. Cross - border profile management:***

YES.

***Q49. Construction of project facilities:***

NO.

***Q50. Is the daily dynamics of water demand/supply an issue ?***

NO.

***Q51. Is the seasonal dynamics of water demand/supply an issue ?***

NO.

***Q52. Management of water losses - are water losses in the supply, uptake side an issue?***

/

***Q53. Is the water availability/demand an issue on supply country or demand country side?***

/

***Q54. Transitional phenomena an issue?***

NO.

***Q55. Other technical issues?***

/

***Q56. Long term planning mechanisms established?***

NO. It is planned to supply Hum na Sutli and Zagorska sela with water from Croatian springs.

**Q57. LIASON OFFICERS DETERMINED? Communication process determined and functioning?**

/

**Q58. Joint supervision of the Water Supply System?**

NO.

**Q59. Joint management of the water resource?**

Only supplier manages the water resource.

**Q60. Contingency plans existing?**

NO.

**Q61. Main problems identified:**

There are no problems.

**Q62. Other comments:**

/

**Q63. Vision:**

NO. It is planned to supply Hum na Sutli and Zagorska sela with water from Croatian springs.

**Q64. Do you consider that the legal framework for the CB WSS is adequate, or under-defined:**

/

**Q65. Do you consider that the economic framework for the CB WS is adequate, or under-defined:**

/

**Q66. Do you consider that the technical framework for the CB WS is adequate, or under-defined:**

/

**Q67. How would you assess general perception of the cross border water supply in public?**

There is no mistrust in the relationship.

***Q68. Provide in the attachment shp file of the existing water supply network:***

There is no shp file (it is old part of water supply network which is not recorded).

***Q69. Provide documents on general state-level framework for the cross-border water supply:***

/

***Q70. Specific delivery contract:***

/

***Q71. Regulations, technical documentation:***

/

***Q72. Statistics on the water supplied and payments provided for the last five years:***

Not provided.

### 3. Information about potential CB WSS

**Q1. Country name:**

CROATIA

**Q2. Partner name:**

Faculty of Civil Engineering - University of Rijeka

**Q3. Partner - Final Beneficiary No.:**

FB 8

**Q4. Between country - water coming from (origin) and:**

Croatia

**Q5. Country (2) - water supplied to (delivered):**

Slovenia

**Q6. Water supply system name (English):**

/

**Q7. Water supply system name (Country 1):**

/

**Q8. Water supply system name (Country 2):**

/

**Q9. Management of origin side of the WSS:**

/

**Q10. Management of delivery side of the WSS:**

/

**Q11: Amount of water supplied (as per contract/agreement):**

/

**Q12. General nature of the CBWS - emergency water supply, peak water supply, permanent water supply:**

/

**Q13. General description of the nature of the necessity:**

/



***Q14. Status of the preparation of the technical/legal/economics and other documents:***

For now there have been no negotiations with Slovenian utility companies on the possible supply of drinking water from Croatian water wells.

***Q15. Potential date of construction (estimated if possible):***

/

***Q16. Describe recognized limitations inhibiting the development of potential CBWSS:***

/

## Questionnaire for Internal partner reposting WP5:

### Faculty of Civil Engineering - University of Rijeka

#### 1. General about CB WSS

**Q1. Country:**

Croatia

**Q2. Partner name:**

Faculty of Civil Engineering - University of Rijeka

**Q3. PARTNER - Final Beneficiary No.:**

FB 8

**Q4. Reporting country (1) (cross-border country (1) )**

Croatia

**Q5. Reporting country (2) (cross-border country (2) )**

Slovenia

**Q6. Estimated number of CBWSS (active)(Number and name of the CBWSS):**

(1) Water supply system of Liburnija and hinterland (Liburnijske vode d.o.o. (old name: Komunalac d.o.o. Opatija) - JP Komunala Ilirska Bistrica d.o.o.),

(2) Water supply network - Slovenia (OKP Rogaška Slatina d.o.o. - Humkom d.o.o.)

**Q7. Estimated number of CBWSS (inactive - ceased to operate)(Number and name of the CBWSS):**

(1) For water supply of Klana (CRO), water was delivered from Ilirska Bistrica. (2) Until the year 1995, about 60 houses in Croatian settlement Banfi (Municipality Štrigova) were connected to Slovenian WSS. A new WSS was built for these households, and i

**Q8. Potential development of CBWSS(Number and name of the CBWSS):**

(1) Međimurske vode d.o.o. Čakovec (CRO) delivering water to Komunalno podjetje Ormož d.o.o. (SLO)



## 2. Informaton about Existing CB WSS

***Q1. Country name:***

Croatia

***Q2. Partner name:***

Faculty of Civil Engineering - University of Rijeka

***Q3. Partner - Final Beneficiary No.:***

FB 8

***Q4. Between country - water coming from (origin country (1)) and***

/

***Q5. Country (2) - water supplied to (delivered):***

/

***Q6. Water supply system name (English):***

/

***Q7. Water supply system name (Country 1):***

/

***Q8. Water supply system name (Country 2):***

/

***Q9. Date/year established cross-border water supply:***

/

***Q10. Management of origin side of the WSS:***

/

***Q11: Management of delivery side of the WSS:***

/

***Q12. Amount of water supplied (as per contract/agreement):***

/

***Q13. General nature of the CBWS - emergency water supply, peak water supply, permanent water supply:***

/

***Q14. Existing legal framework for the CBWS:***

/

***Q15. Top level CBWS management body (if mutually defined):***

/

***Q16. Origin country reference body for the management body:***

/

***Q17. Delivery country reference body for the CBWS management body.***

/

***Q18. Legal framework management - Contract party meetings (annual, even more frequent):***

/

***Q19. Issues addressed on the local level:***

/

***Q20. Issues addressed on the regional level:***

/

***Q21. Issues addressed on the state level:***

/

***Q22. Legal option to increase maximum annual entitlement?***

/

***Q23. Minimum amount of water delivery defined?***

/

***Q24. Which is the body assigned by the contract for the resolution of disputes?***

/

***Q25. Ownership of the cross-border infrastructure:***

/

***Q26. Are the water rights on the water resource assigned to the cross-border partner? In which way?***

/

***Q27. Termination of the water delivery of contract***

/

***Q28 Minimal water consumption legally defined?***

/

***Q29. Is the legal heritage of the systems resolved***

/

***Q30. Is the water price(charge) composed by different components?***

/

***Q31. How is the pricing mechanism defined (water charges):***

/

***Q32. Are the minimal charges foreseen? - Fixed charges, full for empty:***

/

***Q33. Is the non-payment procedure regulated by the contract?***

/

***Q34. Is there a special tariff (surcharge) for the excessive water supply?***

/

***Q35. Insurance cost covered - insurance cost tariff, insurance model foreseen by the contract:***

/

***Q36. Depreciaton of the infrastructure, investment/maintenance plans agreed ? (amortizacija, ammortamento):***

/

***Q37. Penalties for unfulfilment of contractual obligations?***

/

***Q38. Is the mutual inspection of records/book-keeping established? (due dilligence approach):***

/

***Q39. General assessment of the CBWS economics :***

/

***Q40. Payment statistics for the last 5 years:***

/

***Q41. Other:***

/

***Q42. Measurement of water delivered:***

/

***Q43. Is continuity of water supply - intermittent water supply an issue?***

/

***Q44. Agreed water quality issues:***

/

***Q45. Water quality monitoring jointly controlled/verified:***

/

***Q46. Temperature regulated by the contract?***

/

***Q47. Pressure regulated by the contract?***

/

***Q48. Cross - border profile management:***

/

***Q49. Construction of project facilities:***

/

***Q50. Is the daily dynamics of water demand/supply an issue ?***

/

***Q51. Is the seasonal dynamics of water demand/supply an issue ?***

/

***Q52. Management of water losses - are water losses in the supply, uptake side an issue?***

/

***Q53. Is the water availability/demand an issue on supply country or demand country side?***

/

***Q54. Transitional phenomena an issue?***

/

***Q55. Other technical issues?***

/

***Q56. Long term planning mechanisms established?***

/

***Q57. LIASON OFFICERS DETERMINED? Communication process determined and functioning?***

/

***Q58. Joint supervision of the Water Supply System?***

/

***Q59. Joint management of the water resource?***

/

***Q60. Contingency plans existing?***

/

***Q61. Main problems identified:***

/

***Q62. Other comments:***

/

***Q63. Vision:***

/

***Q64. Do you consider that the legal framework for the CB WSS is adequate, or under-defined:***

/



***Q65. Do you consider that the economic framework for the CB WS is adequate, or under-defined:***

*/*

***Q66. Do you consider that the technical framework for the CB WS is adequate, or under-defined:***

*/*

***Q67. How would you assess general perception of the cross border water supply in public?***

*/*

***Q68. Provide in the attachment shp file of the existing water supply network:***

*/*

***Q69. Provide documents on general state-level framework for the cross-border water supply:***

*/*

***Q70. Specific delivery contract:***

*/*

***Q71. Regulations, technical documentation:***

*/*

***Q72. Statistics on the water supplied and payments provided for the last five years:***

*/*

### 3. Information about potential CB WSS

**Q1. Country name:**

CROATIA

**Q2. Partner name:**

Faculty of Civil Engineering - University of Rijeka

**Q3. Partner - Final Beneficiary No.:**

FB 9

**Q4. Between country - water coming from (origin) and:**

Croatia

**Q5. Country (2) - water supplied to (delivered):**

Slovenia

**Q6. Water supply system name (English):**

/

**Q7. Water supply system name (Country 1):**

/

**Q8. Water supply system name (Country 2):**

/

**Q9. Management of origin side of the WSS:**

Međimurske vode d.o.o. Čakovec (CRO)

**Q10. Management of delivery side of the WSS:**

Komunalno podjetje Ormož d.o.o. (SLO)

**Q11. Amount of water supplied (as per contract/agreement):**

/

**Q12. General nature of the CBWS - emergency water supply, peak water supply, permanent water supply:**

/

**Q13. General description of the nature of the necessity:**

Međimurske vode d.o.o. now don't have a need for drinking water from other springs, or from other countries. Eventually it is possible to sell drinking water from Croatian water

wells, given the situation in neighboring Slovenian region, eg. Podravje. In that region Komunalno podjetje Ormož purifies water from water wells Mihovci with special procedure. It is extremely demanding and expensive purification process. On the other side, drinking water from water wells Nedelišće (in Međimurje, CRO) is not purified, but only preventively treated with chlorine, for health correctness during flow through pipelines.

***Q14. Status of the preparation of the technical/legal/economics and other documents:***

For now there have been no negotiations with Slovenian utility companies on the possible supply of drinking water from Croatian water wells.

***Q15. Potential date of construction (estimated if possible):***

/

***Q16. Describe recognized limitations inhibiting the development of potential CBWSS:***

/

## Questionnaire for Internal partner reposting WP5:

### CATO

#### 1. General about CB WSS

**Q1. Country:**

Italy

**Q2. Partner name:**

CATO

**Q3. PARTNER - Final Beneficiary No.:**

LB

**Q4. Reporting country (1) (cross-border country (1) )**

Italy

**Q5. Reporting country (2) (cross-border country (2) )**

Slovenia

**Q6. Estimated number of CBWSS (active)(Number and name of the CBWSS):**

(1) - Trieste to Sežana; (2) Sežana to Trieste

**Q7. Estimated number of CBWSS (inactive - ceased to operate)(Number and name of the CBWSS):**

(1) - Trieste to Lipica

**Q8. Potential development of CBWSS(Number and name of the CBWSS):**

(1) - from ACEGAS Trieste to Koper, (2) - from Koper to Trieste

## 2. Informaton about Existing CB WSS

***Q1. Country name:***

Italy

***Q2. Partner name:***

CATO

***Q3. Partner - Final Beneficiary No.:***

LB

***Q4. Between country - water coming from (origin country (1)) and***

Italy

***Q5. Country (2) - water supplied to (delivered):***

Slovenia

***Q6. Water supply system name (English):***

Water supply system Trieste - Sežana

***Q7. Water supply system name (Country 1):***

AcegasAps S.p.A.

***Q8. Water supply system name (Country 2):***

Kraški Vodovod Sežana

***Q9. Date/year established cross-border water supply:***

December 18th 2001

***Q10. Management of origin side of the WSS:***

AcegasAps; [www.gruppo.acegas-aps.it](http://www.gruppo.acegas-aps.it)

***Q11. Management of delivery side of the WSS:***

Kraški Vodovod Sežana; [www.kraski-vodovod.si](http://www.kraski-vodovod.si)

***Q12. Amount of water supplied (as per contract/agreement):***

Continued supply of an yearly maximun quantity of 1,2Mm3 with instant maximum flow rate of 150 cubic meter/hour

***Q13. General nature of the CBWS - emergency water supply, peak water supply, permanent water supply:***

AcegasAps - Kraski: (1) Emergency supply (unexpected conditions for a period of maximum 10 days); (2) Temporary supply (scheduled supply with a 10-day notice and duration of more than 1 month); Kraski - AcegasAps: (1) Emergency supply (unexpected conditions for a period of maximum 10 days); Temporary supply (scheduled supply with a 10-day notice and a duration of more than 1 month)

***Q14. Existing legal framework for the CBWS:***

AcegasAps and Kraski have undersigned a "Memorandum of Agreement" aiming at developing synergic processes in various common sectors of activity including the aqueduct supply; as application of the afore mentioned "Memorandum of Agreement", an hydraulic connection has been created between the existing systems in the Slovenian territory and the Italian territory and a lifting station is planned to be constructed in Slovenia; AcegasAps and Kraski intended to cooperate to improve the supply and the quality of water supply and sale in the municipalities actually supplied, and also to extend the supply to other municipalities. December 18th 2001, the two companies signed an "Agreement on exchange of drinkable water for household purpose" and defined particular aspects in the provision of water in case of emergency between the crossborder countries. The agreement defined also the price and the adequation ratio of it for a long term period. "Addendum - integration and modification act" by which they defined more specific conditions and started the effective provision of water from Italy to Slovenia supplying water to a part of the municipality of Sežana.

***Q15. Top level CBWS management body (if mutually defined):***

The agreement has not been submitted to any CBWS management body

***Q16. Origin country reference body for the management body:***

Autonomous Region Friuli Venezia Giulia

***Q17. Delivery country reference body for the CBWS management body.***

Ministry of External Affairs

***Q18. Legal framework management - Contract party meetings (annual, even more frequent):***

There has not been planned any annual meeting of partners, the two structures meet when it is necessary, since their short distance

***Q19. Issues addressed on the local level:***

In Italy municipalities are not allowed to manage the water system

***Q20. Issues addressed on the regional level:***

Yes, after 1995 the competence of Autonomous Regione Friuli Venezia Giulia has been extended to this field

***Q21. Issues addressed on the state level:***

Not for this agreement

***Q22. Legal option to increase maximum annual entitlement?***

Yes, there is the possibility to increase the actual amount of water delivered to a maximum of 1,2Mcm/y with a maximum flow of 150cm/h

***Q23. Minimum amount of water delivery defined?***

No minimum amount has been defined, the partners accepted to use the piezometric quote to maintain a minimum flow in the pipes

***Q24. Which is the body assigned by the contract for the resolution of disputes?***

The agreement had defined for the law validity and arbitration the International Law of Arbitrators of the National and International Chamber of Arbitrators in Milan (Italy)

***Q25. Ownership of the cross-border infrastructure:***

In progress for the Slovenian indications and information

***Q26. Are the water rights on the water resource assigned to the cross-border partner? In which way?***

None

***Q27. Termination of the water delivery of contract***

The duration of the contract/agreement has an initial period of 10 years from the date of signature, after that the agreement is tacitly extended year by year (art. 15 Duration of the contract - "Integration and Modification Act")

***Q28. Minimal water consumption legally defined?***

None

***Q29. Is the legal heritage of the systems resolved***

/

***Q30. Is the water price(charge) composed by different components?***

The pricing scheme for the service of WSS is defined in the agreement between the parties according in order of the type of drinking water supply. There are three different

rates, one rate for the supply of drinking water in case of "emergencies", the second rate for the supply of drinking water for "Temporary periode" the third rate for a drinking water supply "Continue Periode" till the maximum yearly ammount established. (see art. 5 "rates" on Act for the Integration and Modification Agreements - 08/05/2002" (Attachment: Annex 2 - Addendum)

***Q31. How is the pricing mechanism defined (water charges):***

The first thing it is necessary to clarify the prices defined in the Agreement are the result of a negotiation between the parties. After that the rates have a basis for calculating in the standard model where the rate guarantees the covering of the operating costs (operation and maintenance, energy, security, etc.), coverage of the invested capital for the infrastructure dedicated to delliver the WSS, as well as ensure a minimum level of profitability (There is not official document)

***Q32. Are the minimal charges foreseen? - Fixed charges, full for empty:***

None

***Q33. Is the non-payment procedure regulated by the contract?***

Yes, there is a specific procedure for the mode of payment for the service of WSS, for the cases of non-payment and the warranties that the parties must issue before the first delivery of the WSS. The specific Art. 11 "Payments and warrantees" in Act "Integration and Modification Act of the Agreement on Drinking Water Exchange for Household Purpouse Signed by the parties" (Attachment: Annex 2 - Addendum)

***Q34. Is there a special tariff (surcharge) for the excessive water supply?***

None

***Q35. Insurance cost covered - insurance cost tariff, insurance model foreseen by the contract:***

There is not a specific regulation in the "Agreement" in order of the insurance cost covered, insurance cost tariff, insurance model forseen by the contract. In the Agreement is regulated in the Art. 12 the "Laiability limits" in Act "Integration and Modification Act of the Agreement on Drinking Water Exchange for Household Purpouse Signed by the parties, where the parties according the general limits and coverage. In any case in the tariffe scheme the cost include some standard insurance for the operation cost of service. For warranties Art. 11 in the Act "Integration and Modification Act of the Agreement on Drinking Water Exchange for Household Purpouse Signed by the parties"



***Q36. Depreciation of the infrastructure, investment/maintenance plans agreed ? (amortizacija, ammortamento):***

The calculation model of the tariff is considered the cost of depreciation as a financial costs and other typical financial costs related for the investments of the infrastructure to carry out the WSS service.

***Q37. Penalties for unfulfilment of contractual obligations?***

Yes, this aspects are regulated in the Act Integration and Modification Act of the Agreement on Drinking Water Exchange for Household Purpose Signed by the parties. The general conditions are described in the art. 11 and art 12 (Attachment: Annex 2 - Addendum)

***Q38. Is the mutual inspection of records/book-keeping established? (due diligence approach):***

For the development of trusted environment among the contractual partners in the Agreement by the parties, in the art. 10 "Measuring instruments and drawn volume measuring (Act Integration and Modification Act of the Agreement on Drinking Water Exchange for Household Purpose Signed by the parties).

***Q39. General assessment of the CBWS economics :***

AcegasAps description: after an initial period of difficulty with colleagues Sezana it has established a constructive relationship, for the technical aspects, for economic ones. Sezana Comments are in progress.

***Q40. Payment statistics for the last 5 years:***

AcegasAps: See Annex 3

***Q41. Other:***

No other comments

***Q42. Measurement of water delivered:***

To keep the water moving in the conduct even in the absence of critical events, is held the supply of the low-lying areas of the town of Sezana.

***Q43. Is continuity of water supply - intermittent water supply an issue?***

In accordance with the agreements.

***Q44. Agreed water quality issues:***

In accordance with the Agreement - Annex 1 and as issue in the Annex A of the Addendum - Annex 2

***Q45. Water quality monitoring jointly controlled/verified:***

AcegasAps comments: The characteristics of the water at the point of exchange follows the characteristics of Annex A of the Integration and modification Act of the Agreement. For the area of the town of Sezana has the same characteristics for the entire period of 365 days of the year already which is fed continuously from the aqueduct of AcegasAps. On the state border is place the flow meter and a fire hydrant to allow the withdrawal of water from the Competent Authority for the controls. The Slovenian party "in progress"

***Q46. Temperature regulated by the contract?***

In accordance with the agreements and as issue in the Annex A of the Integration and modification Acts of the Agreements.

***Q47. Pressure regulated by the contract?***

In accordance with the agreements and as issue in the Annex A of the Integration and modification Acts of the Agreements.

***Q48. Cross - border profile management:***

In progress

***Q49. Construction of project facilities:***

At the moment there are not any project facilities. In progress for the Slovenian indications and information

***Q50. Is the daily dynamics of water demand/supply an issue ?***

In progress

***Q51. Is the seasonal dynamics of water demand/supply an issue ?***

In progress

***Q52. Management of water losses - are water losses in the supply, uptake side an issue?***

Are not considered water losses: each operator must bear the cost of water losses in their territory.

***Q53. Is the water availability/demand an issue on supply country or demand country side?***

For this case is not expected

***Q54. Transitional phenomena an issue?***

Throughout the duration of the water supply there were no significant cases

***Q55. Other technical issues?***

/

***Q56. Long term planning mechanisms established?***

There are not investment plans in the medium and long term. AcegasAps: There are not investment plans envisaged in the medium and long term.

***Q57. LIASON OFFICERS DETERMINED? Communication process determined and functioning?***

There are no other specific mechanisms for the exchange of information between the parties as well as established in the agreements, there is at least an annual meeting between the technical staff.

***Q58. Joint supervision of the Water Supply System?***

In the Addendum - Annex 2 are established the regulation in order of the main characteristics to warranty the WSS, this mechanisms are developed in the art. 2 "Plants property", art. 3 Uniformity degree, art. 9 Communications.

***Q59. Joint management of the water resource?***

When there are some significant problem about to the water resource each operator inform to the other party by the mechanism established in the Agreement.

***Q60. Contingency plans existing?***

There is not exist the contingency plan to manage the exceptional condition, there is only a best agreement by the parties to cooperate to do the best in case of majeure event. This agreement for mutualy cooperations is described in the Act Addendum art. 12 Liability limits.

***Q61. Main problems identified:***

AcegasAps: at the moment any significant problem. In progress for Slovenian party

***Q62. Other comments:***

No

***Q63. Vision:***

In progress

***Q64. Do you consider that the legal framework for the CB WSS is adequate, or under-defined:***

In progress

***Q65. Do you consider that the economic framework for the CB WS is adequate, or under-defined:***

In progress

***Q66. Do you consider that the technical framework for the CB WS is adequate, or under-defined:***

/

***Q67. How would you assess general perception of the cross border water supply in public?***

In progress

***Q68. Provide in the attachment shp file of the existing water supply network:***

Annex 4 - Scheme of the water supply network of AcegasAps, Italian territory. For the Slovenian party "in progress"

***Q69. Provide documents on general state-level framework for the cross-border water supply:***

The Osimo Treaty of October 1975 settled the borders between Yugoslavia (Slovenia) and Slovenian-speaking Italy, accepting the "de facto" division of 1954.

***Q70. Specific delivery contract:***

Annex 1 - Agreement, Annex 2 - Addendum

***Q71. Regulations, technical documentation:***

Annex 1 - Agreement, Annex 2 - Addendum

***Q72. Statistics on the water supplied and payments provided for the last five years:***

Annex 3 - Data of CBWS AcegasAps to Sezana

### 3. Information about potential CB WSS

**Q1. Country name:**

Italy

**Q2. Partner name:**

CATO

**Q3. Partner - Final Beneficiary No.:**

LB

**Q4. Between country - water coming from (origin) and:**

Slovenia

**Q5. Country (2) - water supplied to (delivered):**

Italy

**Q6. Water supply system name (English):**

Water supply system Kobarid - Cividale

**Q7. Water supply system name (Country 1):**

Vodovodni sistem Kobarid - Čedad

**Q8. Water supply system name (Country 2):**

Aquedotto Caporetto - Cividale

**Q9. Management of origin side of the WSS:**

Komunalno podjetje Tolmin

**Q10. Management of delivery side of the WSS:**

Aquedotti Poiana

**Q11: Amount of water supplied (as per contract/agreement):**

50 l/s, 500.000 m<sup>3</sup>/year, comments

**Q12. General nature of the CBWS - emergency water supply, peak water supply, permanent water supply:**

Select the type of the existing water supply

**Q13. General description of the nature of the necessity:**

In progress

***Q14. Status of the preparation of the technical/legal/economics and other documents:***

In progress

***Q15. Potential date of construction (estimated if possible):***

In progress

***Q16. Describe recognized limitations inhibiting the development of potential CBWSS:***

In progress

## Questionnaire for Internal partner reposting WP5:

### ISTARSKI VODOVOD D.O.O. BUZET

#### 1. General about CB WSS

**Q1. Country:**

Croatia

**Q2. Partner name:**

ISTARSKI VODOVOD D.O.O. BUZET

**Q3. PARTNER - Final Beneficiary No.:**

FB7

**Q4. Reporting country (1) (cross-border country (1) )**

Croatia

**Q5. Reporting country (2) (cross-border country (2) )**

Slovenia

**Q6. Estimated number of CBWSS (active)(Number and name of the CBWSS):**

1 - Istarski vodovod d.o.o. Buzet (Gradole) - Rižanski vodovod Koper

**Q7. Estimated number of CBWSS (inactive - ceased to operate)(Number and name of the CBWSS):**

0

**Q8. Potential development of CBWSS(Number and name of the CBWSS):**

0

## 2. Informaton about Existing CB WSS

**Q1. Country name:**

Croatia

**Q2. Partner name:**

ISTARSKI VODOVOD D.O.O. BUZET

**Q3. Partner - Final Beneficiary No.:**

FB7

**Q4. Between country - water coming from (origin country (1)) and**

Croatia

**Q5. Country (2) - water supplied to (delivered):**

Slovenia

**Q6. Water supply system name (English):**

/

**Q7. Water supply system name (Country 1):**

Water supply system Gradole

**Q8. Water supply system name (Country 2):**

/

**Q9. Date/year established cross-border water supply:**

1969

**Q10. Management of origin side of the WSS:**

Istarski vodovod Buzet ([www.ivb.hr](http://www.ivb.hr))

**Q11. Management of delivery side of the WSS:**

Rižanski vodovod Koper ([www.rvk-jp.si](http://www.rvk-jp.si))

**Q12. Amount of water supplied (as per contract/agreement):**

min. 500.000 m<sup>3</sup>/year ; max 150 l/s

**Q13. General nature of the CBWS - emergency water supply, peak water supply, permanent water supply:**

Permanent water supply



***Q14. Existing legal framework for the CBWS:***

Water Act (Official Gazette 153/09, 63/11, 130/11, 56/13), the Contract to supply drinking water between Istarski vodovod Buzet and Rižanski vodovod

***Q15. Top level CBWS management body (if mutually defined):***

Permanent Croatian - Slovenian Commission for Water Management

***Q16. Origin country reference body for the management body:***

Ministry of Agriculture,

Water Management Directorate

***Q17. Delivery country reference body for the CBWS management body.***

0

***Q18. Legal framework management - Contract party meetings (annual, even more frequent):***

There is no obligation of holding meetings, but meetings are held as needed, usually once a year

***Q19. Issues addressed on the local level:***

Management of Istarski vodovod must obtain the consent of the Supervisory Board. The Supervisory Board consists of representatives of local governments

***Q20. Issues addressed on the regional level:***

/

***Q21. Issues addressed on the state level:***

/

***Q22. Legal option to increase maximum annual entitlement?***

YES; it is possible technically and legally increase the annual rights (a matter of agreement of the parties involved)

***Q23. Minimum amount of water delivery defined?***

Yes, according to the Contract minimum amount of water delivery is at least 500,000 m<sup>3</sup>

***Q24. Which is the body assigned by the contract for the resolution of disputes?***

The dispute is taking place on the court in the place of the defendant. During the court proceedings apply the law applicable to the place of the defendant.

***Q25. Ownership of the cross-border infrastructure:***

Each part owns the infrastructure in their countries

***Q26. Are the water rights on the water resource assigned to the cross-border partner? In which way?***

No, it's about selling the water, not on the right to resources

***Q27. Termination of the water delivery of contract***

The contract ends 1.4.2015. with the possibility of extension; during extraordinary circumstances such as reduction, Istarski vodovod d.o.o. is not obliged to supply water to Rižanski vodovod until normalizes the production process

***Q28 Minimal water consumption legally defined?***

Yes, according to the Contract minimal water consumption amounts to at least 500,000 m<sup>3</sup>

***Q29. Is the legal heritage of the systems resolved***

Contracts have recently been concluded, therefore, the question of the legal heritage resolved

***Q30. Is the water price(charge) composed by different components?***

YES / Price water is defined by m<sup>3</sup> water delivered + fee for water usage per m<sup>3</sup>, VAT is calculated and paid by the buyer (TRANSFER TAX LIABILITY)

***Q31. How is the pricing mechanism defined (water charges):***

Price is defined on the basis of:

1. Contract for the delivery of drinking water between Rižanski vodovod and Istarski vodovod
2. Act on Water (fee for water)

***Q32. Are the minimal charges foreseen? - Fixed charges, full for empty:***

The Agreement defined minimum amount of water that Rižanski vodovod has to take on an annual basis, or pay the price for minimum quantity

***Q33. Is the non-payment procedure regulated by the contract?***

Procedure in case of no payment obligations not specifically defined by contract.

***Q34. Is there a special tariff (surcharge) for the excessive water supply?***

YES, there is a possibility to assume larger quantities than agreed, but there must be a special request of the customer and the specific supplier decision

***Q35. Insurance cost covered - insurance cost tariff, insurance model foreseen by the contract:***

Insurance billing is not specifically defined in the Contract

***Q36. Depreciation of the infrastructure, investment/maintenance plans agreed ? (amortizacija, ammortamento):***

Investing in property is included in the selling price per m<sup>3</sup>

***Q37. Penalties for unfulfilment of contractual obligations?***

No, not specifically contracted penalties. Non-fulfillment of contractual obligations may occur only in special circumstances

***Q38. Is the mutual inspection of records/book-keeping established? (due diligence approach):***

Partners regularly at least once a year submit each other a state of mutual claims and obligations

***Q39. General assessment of the CBWS economics :***

Yes-satisfactory-partners respect the contractual rights and obligations

***Q40. Payment statistics for the last 5 years:***

2009 - 4,4 MIL KN; 2010 - 1,7 MIL KN; 2011 - 3,3 MIL KN; 2012 - 3,8 MIL KN; 2013 - 1,8 MIL KN

***Q41. Other:***

no

***Q42. Measurement of water delivered:***

Before entering the water tank Gabrijeli (on the Slovenian side) there is an electromagnetic flow meter which reads the state of water supplied continuously for 24 hours

***Q43. Is continuity of water supply - intermittent water supply an issue?***

No

***Q44. Agreed water quality issues:***

The contract specifies that the water must be in accordance with the laws of the Republic of Croatia (after joining the EU, in line with EU laws) relating to the quality and safety of drinking water. Once a month shall be submitted in writing quality analysis

***Q45. Water quality monitoring jointly controlled/verified:***

The control is done by the relevant authorities on both sides and therefore this analysis is considered meritorious

***Q46. Temperature regulated by the contract?***

The water temperature is regulated by the laws of the EU as well as other water quality parameters

***Q47. Pressure regulated by the contract?***

Drinking water is supplied to the water tank so this type of regulation is not contracted

***Q48. Cross - border profile management:***

Drinking water is supplied to the water tank and there is no such problem.

***Q49. Construction of project facilities:***

Each individual water utility company takes care of the development, construction and maintenance of their systems

***Q50. Is the daily dynamics of water demand/supply an issue ?***

Not a problem. Istarski vodovod and Rižanski vodovod contracted the minimum and maximum amounts. Minimum amount on an annual basis is 500,000 m<sup>3</sup> while the maximum amount defined for all delivery period is 150 l/s. Water tank Gabrijeli is on the receiving side

***Q51. Is the seasonal dynamics of water demand/supply an issue ?***

Delivery of drinking water has a seasonal character. In the summer months is highly increased, but it does not create a problem

***Q52. Management of water losses - are water losses in the supply, uptake side an issue?***

Each water system is responsible for the management of losses each with their own side. Water supplier to calculate the loss of water in the distribution system use calculation: the produced quantity of drinking water - the amount of water sold. 2013th year this amount is less than 17%.

***Q53. Is the water availability/demand an issue on supply country or demand country side?***

No. Trends in water availability, water demand depends on many factors. The trend can not be defined in advance. The most important factor are hydrological and climatological circumstances and the number of tourists arriving in the summer on both sides.

***Q54. Transitional phenomena an issue?***

No

***Q55. Other technical issues?***

No

***Q56. Long term planning mechanisms established?***

No

***Q57. LIASON OFFICERS DETERMINED? Communication process determined and functioning?***

No

***Q58. Joint supervision of the Water Supply System?***

Activities for introduction of remote metering are in place

***Q59. Joint management of the water resource?***

Maintaining of water source is task of Istarski Vodovodi

***Q60. Contingency plans existing?***

There are plans for scenarios in case of lack of water. In case that water supply is interrupted because of ruptured pipes, team quickly responds and goes to the point of rupture. In case that activity is disrupted for longer time there is a discussion with purchaser for each period separately. It should be emphasized that the purchaser has alternative water supply system to the tank which is filled. The tank can be refilled from another system.

***Q61. Main problems identified:***

No problems are defined

***Q62. Other comments:***

/

***Q63. Vision:***

/

***Q64. Do you consider that the legal framework for the CB WSS is adequate, or under-defined:***

Adequate

***Q65. Do you consider that the economic framework for the CB WS is adequate, or under-defined:***

Adequate

***Q66. Do you consider that the technical framework for the CB WS is adequate, or under-defined:***

Adequate

***Q67. How would you assess general perception of the cross border water supply in public?***

Istarski Vodovodi and Rižanski vodovodi Koper have been cooperating for a long time and because of that public has positive opinion about it.

***Q68. Provide in the attachment shp file of the existing water supply network:***

Has been provided.

***Q69. Provide documents on general state-level framework for the cross-border water supply:***

/

***Q70. Specific delivery contract:***

/

***Q71. Regulations, technical documentation:***

/

***Q72. Statistics on the water supplied and payments provided for the last five years:***

/

### 3. Information about potential CB WSS

***Q1. Country name:***

Croatia

***Q2. Partner name:***

ISTARSKI VODOVOD D.O.O. BUZET

***Q3. Partner - Final Beneficiary No.:***

FB7

***Q4. Between country - water coming from (origin) and:***

None are planed.

***Q5. Country (2) - water supplied to (delivered):***

/

***Q6. Water supply system name (English):***

/

***Q7. Water supply system name (Country 1):***

/

***Q8. Water supply system name (Country 2):***

/

***Q9. Management of origin side of the WSS:***

/

***Q10. Management of delivery side of the WSS:***

/

***Q11: Amount of water supplied (as per contract/agreement):***

/

***Q12. General nature of the CBWS - emergency water supply, peak water supply, permanent water supply:***

/

***Q13. General description of the nature of the necessity:***

/

***Q14. Status of the preparation of the technical/legal/economics and other documents:***

/

***Q15. Potential date of construction (estimated if possible):***

/

***Q16. Describe recognized limitations inhibiting the development of potential CBWSS:***

/



## Questionnaire for Internal partner reposting WP5:

### A.ATO 3 MARCHE CENTRO - MACERATA

#### 1. General about CB WSS

**Q1. Country:**

ITALY

**Q2. Partner name:**

A.ATO 3 MARCHE CENTRO - MACERATA

**Q3. PARTNER - Final Beneficiary No.:**

FB 2

**Q4. Reporting country (1) (cross-border country (1) )**

/

**Q5. Reporting country (2) (cross-border country (2) )**

/

**Q6. Estimated number of CBWSS (active)(Number and name of the CBWSS):**

/

**Q7. Estimated number of CBWSS (inactive - ceased to operate)(Number and name of the CBWSS):**

/

**Q8. Potential development of CBWSS(Number and name of the CBWSS):**

/

## 2. Informaton about Existing CB WSS

***Q1. Country name:***

ITALY

***Q2. Partner name:***

A.ATO 3 MARCHE CENTRO - MACERATA

***Q3. Partner - Final Beneficiary No.:***

FB 2

***Q4. Between country - water coming from (origin country (1)) and***

ATO 3 (Cingoli)

***Q5. Country (2) - water supplied to (delivered):***

and ATO 2 (Camerano)

***Q6. Water supply system name (English):***

Castreccioni main

***Q7. Water supply system name (Country 1):***

Intercomunale Castreccioni

***Q8. Water supply system name (Country 2):***

Intercomunale Castreccioni

***Q9. Date/year established cross-border water supply:***

2007

***Q10. Management of origin side of the WSS:***

ACQUAMBIENTE Marche Srl

***Q11. Management of delivery side of the WSS:***

MULTISERVIZI Spa

***Q12. Amount of water supplied (as per contract/agreement):***

min 18 l/s; max 20 l/s

***Q13. General nature of the CBWS - emergency water supply, peak water supply, permanent water supply:***

Permanent water supply

***Q14. Existing legal framework for the CBWS:***

YES - Regional Law n. 30, as of 28 December 2011 (former Regional Law n. 18, as of 22 June 1998); Private Agreement between ACQUAMBIENTE Marche Srl and MULTISERVIZI Spa (2007)

***Q15. Top level CBWS management body (if mutually defined):***

Marche Region (Regione Marche)

***Q16. Origin country reference body for the management body:***

Optimal Territorial Area Authority n. 3 Marche Centro - Macerata (A.ATO 3)

***Q17. Delivery country reference body for the CBWS management body.***

Optimal Territorial Area Authority n. 2 Marche Centro - Ancona (A.ATO 2)

***Q18. Legal framework management - Contract party meetings (annual, even more frequent):***

YES - occasional meetings:

1. 19/06/2009, in order to check the correct installation of meters and starting water supply;
2. 01/02/2011, in order update existing agreements relating water transfer and better define them according to Regional Law in force.

***Q19. Issues addressed on the local level:***

ATO Authorities are responsible for the organization of water delivery and water transfer from an ATO to another, considering environmental protection and water balance issues.

***Q20. Issues addressed on the regional level:***

Regional Governemnt role is that to assent the agreement between the parties, also considering Regional River Basin Authority opinion

***Q21. Issues addressed on the state level:***

Not Applicable

***Q22. Legal option to increase maximum annual entitlement?***

YES - increase of contracted water amount is possible, when switching from the temporary configuration to the definitive one, according to drinking water actual needs in ATO 2, provided water resource availability. Taking into account the priority given to ATO 3 needs satisfaction, it is foreseen to have max 40 l/s - min 35 l/s delivery (1 Million cubic meter of water per year at least)

***Q23. Minimum amount of water delivery defined?***

YES - temporary configuration: 18 l/s; definitive configuration: 35 l/s (1 Million cubic meter of water per year)

***Q24. Which is the body assigned by the contract for the resolution of disputes?***

The body assigned by the existing contract for the resolution of disputes is the Court of Ancona.

***Q25. Ownership of the cross-border infrastructure:***

The ownership of the cross-border infrastructure follows the principles of the existing Service contracts between A.ATO 3 and ACQUAMBIENTE Marche Srl from one side and between A.ATO 2 and MULTISERVIZI Spa from the other side. The ownership is not shared.

***Q26. Are the water rights on the water resource assigned to the cross-border partner? In which way?***

NO

***Q27. Termination of the water delivery of contract***

The contract is unlimited.

***Q28 Minimal water consumption legally defined?***

NO

***Q29. Is the legal heritage of the systems resolved***

/

***Q30. Is the water price(charge) composed by different components?***

NO - according to the existing contract water price is set, equal to 0,23 eur/cubic meter, VAT excluded. It can be modified only after A.ATO 3 deliberation. During 01/02/2011 meeting A.ATO 3 proposed to determine the charge based on abstraction, treatment, transportation and distribution direct costs, also considering infrastructure depreciation. Administration, financial and extra costs would not be included, in order to define a "industrial average unitary cost" per cubic meter of water delivered to the sub-distributor.

***Q31. How is the pricing mechanism defined (water charges):***

/

***Q32. Are the minimal charges foreseen? - Fixed charges, full for empty:***

/

***Q33. Is the non-payment procedure regulated by the contract?***

/

***Q34. Is there a special tariff (surcharge) for the excessive water supply?***

/

***Q35. Insurance cost covered - insurance cost tariff, insurance model foreseen by the contract:***

/

***Q36. Depreciation of the infrastructure, investment/maintenance plans agreed ? (amortizacija, ammortamento):***

/

***Q37. Penalties for unfulfilment of contractual obligations?***

/

***Q38. Is the mutual inspection of records/book-keeping established? (due diligence approach):***

/

***Q39. General assessment of the CBWS economics :***

/

***Q40. Payment statistics for the last 5 years:***

/

***Q41. Other:***

/

***Q42. Measurement of water delivered:***

/

***Q43. Is continuity of water supply - intermittent water supply an issue?***

/

***Q44. Agreed water quality issues:***

/

***Q45. Water quality monitoring jointly controlled/verified:***

*/*

***Q46. Temperature regulated by the contract?***

*/*

***Q47. Pressure regulated by the contract?***

*/*

***Q48. Cross - border profile management:***

*/*

***Q49. Construction of project facilities:***

*/*

***Q50. Is the daily dynamics of water demand/supply an issue ?***

*/*

***Q51. Is the seasonal dynamics of water demand/supply an issue ?***

*/*

***Q52. Management of water losses - are water losses in the supply, uptake side an issue?***

*/*

***Q53. Is the water availability/demand an issue on supply country or demand country side?***

*/*

***Q54. Transitional phenomena an issue?***

*/*

***Q55. Other technical issues?***

*/*

***Q56. Long term planning mechanisms established?***

*/*

***Q57. LIASON OFFICERS DETERMINED? Communication process determined and functioning?***

*/*

***Q58. Joint supervision of the Water Supply System?***

/

***Q59. Joint management of the water resource?***

/

***Q60. Contingency plans existing?***

/

***Q61. Main problems identified:***

/

***Q62. Other comments:***

/

***Q63. Vision:***

/

***Q64. Do you consider that the legal framework for the CB WSS is adequate, or under-defined:***

/

***Q65. Do you consider that the economic framework for the CB WS is adequate, or under-defined:***

/

***Q66. Do you consider that the technical framework for the CB WS is adequate, or under-defined:***

/

***Q67. How would you assess general perception of the cross border water supply in public?***

/

***Q68. Provide in the attachment shp file of the existing water supply network:***

/

***Q69. Provide documents on general state-level framework for the cross-border water supply:***

/

***Q70. Specific delivery contract:***

/

***Q71. Regulations, technical documentation:***

/

***Q72. Statistics on the water supplied and payments provided for the last five years:***

/



### 3. Information about potential CB WSS

**Q1. Country name:**

ITALY

**Q2. Partner name:**

A.ATO 3 MARCHE CENTRO - MACERATA

**Q3. Partner - Final Beneficiary No.:**

FB 2

**Q4. Between country - water coming from (origin) and:**

/

**Q5. Country (2) - water supplied to (delivered):**

/

**Q6. Water supply system name (English):**

/

**Q7. Water supply system name (Country 1):**

/

**Q8. Water supply system name (Country 2):**

/

**Q9. Management of origin side of the WSS:**

/

**Q10. Management of delivery side of the WSS:**

/

**Q11: Amount of water supplied (as per contract/agreement):**

/

**Q12. General nature of the CBWS - emergency water supply, peak water supply, permanent water supply:**

/

**Q13. General description of the nature of the necessity:**

/

***Q14. Status of the preparation of the technical/legal/economics and other documents:***

/

***Q15. Potential date of construction (estimated if possible):***

/

***Q16. Describe recognized limitations inhibiting the development of potential CBWSS:***

/

## Questionnaire for Internal partner reposting WP5:

### A.ATO 3 MARCHE CENTRO - MACERATA

#### 1. General about CB WSS

**Q1. Country:**

ITALY

**Q2. Partner name:**

A.ATO 3 MARCHE CENTRO - MACERATA

**Q3. PARTNER - Final Beneficiary No.:**

FB 2

**Q4. Reporting country (1) (cross-border country (1) )**

/

**Q5. Reporting country (2) (cross-border country (2) )**

/

**Q6. Estimated number of CBWSS (active)(Number and name of the CBWSS):**

/

**Q7. Estimated number of CBWSS (inactive - ceased to operate)(Number and name of the CBWSS):**

/

**Q8. Potential development of CBWSS(Number and name of the CBWSS):**

/

## 2. Informaton about Existing CB WSS

***Q1. Country name:***

ITALY

***Q2. Partner name:***

A.ATO 3 MARCHE CENTRO - MACERATA

***Q3. Partner - Final Beneficiary No.:***

FB 2

***Q4. Between country - water coming from (origin country (1)) and***

ATO 3 (Sefro)

***Q5. Country (2) - water supplied to (delivered):***

and ATO 2 (Matelica)

***Q6. Water supply system name (English):***

San Giovanni main

***Q7. Water supply system name (Country 1):***

Acquedotto San Giovanni

***Q8. Water supply system name (Country 2):***

Acquedotto San Giovanni

***Q9. Date/year established cross-border water supply:***

1998

***Q10. Management of origin side of the WSS:***

A.S.SE.M. Spa

***Q11: Management of delivery side of the WSS:***

MULTISERVIZI Spa

***Q12. Amount of water supplied (as per contract/agreement):***

2 l/s

***Q13. General nature of the CBWS - emergency water supply, peak water supply, permanent water supply:***

Permanent water supply

***Q14. Existing legal framework for the CBWS:***

YES - Regional Law n. 30, as of 28 December 2011 (former Regional Law n. 18, as of 22 June 1998); Agreement between Comune di Matelica and A.S.S.E.M. Spa (1998) - Deliberation of Municipal Board n. 55 as of 22/08/1998

***Q15. Top level CBWS management body (if mutually defined):***

Marche Region (Regione Marche)

***Q16. Origin country reference body for the management body:***

Optimal Territorial Area Authority n. 3 Marche Centro - Macerata (A.ATO 3)

***Q17. Delivery country reference body for the CBWS management body.***

Optimal Territorial Area Authority n. 2 Marche Centro - Ancona (A.ATO 2)

***Q18. Legal framework management - Contract party meetings (annual, even more frequent):***

YES - occasional meetings:

1. 01/02/2011, in order update existing agreements relating water transfer and better define them according to Regional Law in force.

***Q19. Issues addressed on the local level:***

ATO Authorities are responsible for the organization of water delivery and water transfer from an ATO to another, considering environmental protection and water balance issues.

***Q20. Issues addressed on the regional level:***

Regional Governemnt role is that to assent the agreement between the parties, also considering Regional River Basin Authority opinion

***Q21. Issues addressed on the state level:***

Not Applicable

***Q22. Legal option to increase maximum annual entitlement?***

NO - ...

***Q23. Minimum amount of water delivery defined?***

/

***Q24. Which is the body assigned by the contract for the resolution of disputes?***

/

***Q25. Ownership of the cross-border infrastructure:***

/

***Q26. Are the water rights on the water resource assigned to the cross-border partner? In which way?***

/

***Q27. Termination of the water delivery of contract***

/

***Q28 Minimal water consumption legally defined?***

/

***Q29. Is the legal heritage of the systems resolved***

/

***Q30. Is the water price(charge) composed by different components?***

NO - according to the existing contract water price is set, equal to:

- 200 Lit (0,1033 eur)/cubic meter, VAT excluded for the period 01/09/1998-31/12/1998;
- 577 Lit (0,2980 eur)/cubic meter, VAT excluded, afterwards.

The price per cubic meter was updated to 0,455 eur in september 2007 and to 1,20 eur starting from 01/08/2009 (which was not accepted by MULTISERVIZI Spa).

During 01/02/2011 meeting A.ATO 3 proposed to determine the charge based on abstraction, treatment, transportation and distribution direct costs, also considering infrastructure depreciation. Administration, financial and extra costs would not be included, in order to define a "industrial average unitary cost" per cubic meter of water delivered to the sub-distributor.

***Q31. How is the pricing mechanism defined (water charges):***

/

***Q32. Are the minimal charges foreseen? - Fixed charges, full for empty:***

/

***Q33. Is the non-payment procedure regulated by the contract?***

/

***Q34. Is there a special tariff (surcharge) for the excessive water supply?***

/

***Q35. Insurance cost covered - insurance cost tariff, insurance model  
foreseen by the contract:***

/

***Q36. Depreciation of the infrastructure, investment/maintenance plans  
agreed ? (amortizacija, ammortamento):***

/

***Q37. Penalties for unfulfilment of contractual obligations?***

/

***Q38. Is the mutual inspection of records/book-keeping established? (due  
diligence approach):***

/

***Q39. General assessment of the CBWS economics :***

/

***Q40. Payment statistics for the last 5 years:***

/

***Q41. Other:***

/

***Q42. Measurement of water delivered:***

/

***Q43. Is continuity of water supply - intermittent water supply an issue?***

/

***Q44. Agreed water quality issues:***

/

***Q45. Water quality monitoring jointly controlled/verified:***

/

***Q46. Temperature regulated by the contract?***

/

***Q47. Pressure regulated by the contract?***

/

***Q48. Cross - border profile management:***

/

***Q49. Construction of project facilities:***

/

***Q50. Is the daily dynamics of water demand/supply an issue ?***

/

***Q51. Is the seasonal dynamics of water demand/supply an issue ?***

/

***Q52. Management of water losses - are water losses in the supply, uptake side an issue?***

/

***Q53. Is the water availability/demand an issue on supply country or demand country side?***

/

***Q54. Transitional phenomena an issue?***

/

***Q55. Other technical issues?***

/

***Q56. Long term planning mechanisms established?***

/

***Q57. LIASON OFFICERS DETERMINED? Communication process determined and functioning?***

/

***Q58. Joint supervision of the Water Supply System?***

/

***Q59. Joint management of the water resource?***

/

***Q60. Contingency plans existing?***

/



**Q61. Main problems identified:**

/

**Q62. Other comments:**

/

**Q63. Vision:**

/

**Q64. Do you consider that the legal framework for the CB WSS is adequate, or under-defined:**

/

**Q65. Do you consider that the economic framework for the CB WS is adequate, or under-defined:**

/

**Q66. Do you consider that the technical framework for the CB WS is adequate, or under-defined:**

/

**Q67. How would you assess general perception of the cross border water supply in public?**

/

**Q68. Provide in the attachment shp file of the existing water supply network:**

/

**Q69. Provide documents on general state-level framework for the cross-border water supply:**

/

**Q70. Specific delivery contract:**

/

**Q71. Regulations, technical documentation:**

/

***Q72. Statistics on the water supplied and payments provided for the last five years:***

/

### 3. Information about potential CB WSS

**Q1. Country name:**

ITALY

**Q2. Partner name:**

A.ATO 3 MARCHE CENTRO - MACERATA

**Q3. Partner - Final Beneficiary No.:**

FB 2

**Q4. Between country - water coming from (origin) and:**

/

**Q5. Country (2) - water supplied to (delivered):**

/

**Q6. Water supply system name (English):**

/

**Q7. Water supply system name (Country 1):**

/

**Q8. Water supply system name (Country 2):**

/

**Q9. Management of origin side of the WSS:**

/

**Q10. Management of delivery side of the WSS:**

/

**Q11: Amount of water supplied (as per contract/agreement):**

/

**Q12. General nature of the CBWS - emergency water supply, peak water supply, permanent water supply:**

/

**Q13. General description of the nature of the necessity:**

/

***Q14. Status of the preparation of the technical/legal/economics and other documents:***

/

***Q15. Potential date of construction (estimated if possible):***

/

***Q16. Describe recognized limitations inhibiting the development of potential CBWSS:***

/

## Questionnaire for Internal partner reposting WP5:

### A.ATO 3 MARCHE CENTRO - MACERATA

#### 1. General about CB WSS

**Q1. Country:**

ITALY

**Q2. Partner name:**

A.ATO 3 MARCHE CENTRO - MACERATA

**Q3. PARTNER - Final Beneficiary No.:**

FB 2

**Q4. Reporting country (1) (cross-border country (1) )**

/

**Q5. Reporting country (2) (cross-border country (2) )**

/

**Q6. Estimated number of CBWSS (active)(Number and name of the CBWSS):**

/

**Q7. Estimated number of CBWSS (inactive - ceased to operate)(Number and name of the CBWSS):**

/

**Q8. Potential development of CBWSS(Number and name of the CBWSS):**

/

## 2. Informaton about Existing CB WSS

***Q1. Country name:***

ITALY

***Q2. Partner name:***

A.ATO 3 MARCHE CENTRO - MACERATA

***Q3. Partner - Final Beneficiary No.:***

FB 2

***Q4. Between country - water coming from (origin country (1)) and***

ATO 4 (Montefortino, Sarnano)

***Q5. Country (2) - water supplied to (delivered):***

and ATO 3 (Montecosaro)

***Q6. Water supply system name (English):***

Tennacola Main

***Q7. Water supply system name (Country 1):***

Acquedotto del Tennacola

***Q8. Water supply system name (Country 2):***

Acquedotto del Tennacola

***Q9. Date/year established cross-border water supply:***

2002

***Q10. Management of origin side of the WSS:***

TENNACOLA Spa

***Q11. Management of delivery side of the WSS:***

APM Spa

***Q12. Amount of water supplied (as per contract/agreement):***

15 l/s (about 480.000 cubic meters/year); max 20 l/s, min 13 l/s

***Q13. General nature of the CBWS - emergency water supply, peak water supply, permanent water supply:***

Permanent water supply

***Q14. Existing legal framework for the CBWS:***

YES - Regional Law n. 30, as of 28 December 2011 (former Regional Law n. 18, as of 22 June 1998); Agreement between Comune di Montecosaro and TENACOLA Spa (16/09/2002)

***Q15. Top level CBWS management body (if mutually defined):***

Marche Region (Regione Marche)

***Q16. Origin country reference body for the management body:***

Optimal Territorial Area Authority n. 4 Marche Centro - Sud Fermano e Maceratese (A.ATO 4)

***Q17. Delivery country reference body for the CBWS management body.***

Optimal Territorial Area Authority n. 3 Marche Centro - Macerata (A.ATO 3)

***Q18. Legal framework management - Contract party meetings (annual, even more frequent):***

YES - occasional meetings:

1. 01/02/2011, in order update existing agreements relating water transfer and better define them according to Regional Law in force.

***Q19. Issues addressed on the local level:***

ATO Authorities are responsible for the organization of water delivery and water transfer from an ATO to another, considering environmental protection and water balance issues.

***Q20. Issues addressed on the regional level:***

Regional Governemnt role is that to assent the agreement between the parties, also considering Regional River Basin Authority opinion

***Q21. Issues addressed on the state level:***

Not Applicable

***Q22. Legal option to increase maximum annual entitlement?***

NO - ...

***Q23. Minimum amount of water delivery defined?***

YES - 13 l/s

***Q24. Which is the body assigned by the contract for the resolution of disputes?***

/

***Q25. Ownership of the cross-border infrastructure:***

/

***Q26. Are the water rights on the water resource assigned to the cross-border partner? In which way?***

/

***Q27. Termination of the water delivery of contract***

/

***Q28 Minimal water consumption legally defined?***

YES - 15 l/s

***Q29. Is the legal heritage of the systems resolved***

/

***Q30. Is the water price(charge) composed by different components?***

NO - according to the existing contract water price is set by A.ATO 4 every year.

The price per cubic meter was updated to 0,180189 eur (2005, Del. A.ATO 4 17/12/2004), then to 0,246862 (2010, Del. A.ATO 4 12/12/2009), then to 0,261674 eur (2011, Del. A.ATO 4 22/12/2010), then to 0,278683 (2012), then to 0,2873 (2013).

During 01/02/2011 meeting A.ATO 3 proposed to determine the charge based on abstraction, treatment, transportation and distribution direct costs, also considering infrastructure depreciation. Administration, financial and extra costs would not be included, in order to define a "industrial average unitary cost" per cubic meter of water delivered to the sub-distributor.

***Q31. How is the pricing mechanism defined (water charges):***

/

***Q32. Are the minimal charges foreseen? - Fixed charges, full for empty:***

/

***Q33. Is the non-payment procedure regulated by the contract?***

/



***Q34. Is there a special tariff (surcharge) for the excessive water supply?***

/

***Q35. Insurance cost covered - insurance cost tariff, insurance model  
foreseen by the contract:***

/

***Q36. Depreciation of the infrastructure, investment/maintenance plans  
agreed ? (amortizacija, ammortamento):***

/

***Q37. Penalties for unfulfilment of contractual obligations?***

/

***Q38. Is the mutual inspection of records/book-keeping established? (due  
diligence approach):***

/

***Q39. General assessment of the CBWS economics :***

/

***Q40. Payment statistics for the last 5 years:***

/

***Q41. Other:***

/

***Q42. Measurement of water delivered:***

/

***Q43. Is continuity of water supply - intermittent water supply an issue?***

/

***Q44. Agreed water quality issues:***

/

***Q45. Water quality monitoring jointly controlled/verified:***

/

***Q46. Temperature regulated by the contract?***

/

***Q47. Pressure regulated by the contract?***

/

***Q48. Cross - border profile management:***

/

***Q49. Construction of project facilities:***

/

***Q50. Is the daily dynamics of water demand/supply an issue ?***

/

***Q51. Is the seasonal dynamics of water demand/supply an issue ?***

/

***Q52. Management of water losses - are water losses in the supply, uptake side an issue?***

/

***Q53. Is the water availability/demand an issue on supply country or demand country side?***

/

***Q54. Transitional phenomena an issue?***

/

***Q55. Other technical issues?***

/

***Q56. Long term planning mechanisms established?***

/

***Q57. LIASON OFFICERS DETERMINED? Communication process determined and functioning?***

/

***Q58. Joint supervision of the Water Supply System?***

/

***Q59. Joint management of the water resource?***

/

***Q60. Contingency plans existing?***

/

***Q61. Main problems identified:***

/

***Q62. Other comments:***

/

***Q63. Vision:***

/

***Q64. Do you consider that the legal framework for the CB WSS is adequate, or under-defined:***

/

***Q65. Do you consider that the economic framework for the CB WS is adequate, or under-defined:***

/

***Q66. Do you consider that the technical framework for the CB WS is adequate, or under-defined:***

/

***Q67. How would you assess general perception of the cross border water supply in public?***

/

***Q68. Provide in the attachment shp file of the existing water supply network:***

/

***Q69. Provide documents on general state-level framework for the cross-border water supply:***

/

***Q70. Specific delivery contract:***

/

***Q71. Regulations, technical documentation:***

/

***Q72. Statistics on the water supplied and payments provided for the last five years:***

/

### 3. Information about potential CB WSS

**Q1. Country name:**

ITALY

**Q2. Partner name:**

A.ATO 3 MARCHE CENTRO - MACERATA

**Q3. Partner - Final Beneficiary No.:**

FB 2

**Q4. Between country - water coming from (origin) and:**

/

**Q5. Country (2) - water supplied to (delivered):**

/

**Q6. Water supply system name (English):**

/

**Q7. Water supply system name (Country 1):**

/

**Q8. Water supply system name (Country 2):**

/

**Q9. Management of origin side of the WSS:**

/

**Q10. Management of delivery side of the WSS:**

/

**Q11: Amount of water supplied (as per contract/agreement):**

/

**Q12. General nature of the CBWS - emergency water supply, peak water supply, permanent water supply:**

/

**Q13. General description of the nature of the necessity:**

/

***Q14. Status of the preparation of the technical/legal/economics and other documents:***

/

***Q15. Potential date of construction (estimated if possible):***

/

***Q16. Describe recognized limitations inhibiting the development of potential CBWSS:***

/

## Questionnaire for Internal partner reposting WP5:

### A.ATO 3 MARCHE CENTRO - MACERATA

#### 1. General about CB WSS

**Q1. Country:**

ITALY

**Q2. Partner name:**

A.ATO 3 MARCHE CENTRO - MACERATA

**Q3. PARTNER - Final Beneficiary No.:**

FB 2

**Q4. Reporting country (1) (cross-border country (1) )**

/

**Q5. Reporting country (2) (cross-border country (2) )**

/

**Q6. Estimated number of CBWSS (active)(Number and name of the CBWSS):**

/

**Q7. Estimated number of CBWSS (inactive - ceased to operate)(Number and name of the CBWSS):**

/

**Q8. Potential development of CBWSS(Number and name of the CBWSS):**

/

## 2. Informaton about Existing CB WSS

***Q1. Country name:***

ITALY

***Q2. Partner name:***

A.ATO 3 MARCHE CENTRO - MACERATA

***Q3. Partner - Final Beneficiary No.:***

FB 2

***Q4. Between country - water coming from (origin country (1)) and***

ATO 4 (Montefortino, Sarnano)

***Q5. Country (2) - water supplied to (delivered):***

and ATO 3 (Civitanova Marche)

***Q6. Water supply system name (English):***

Tennacola Main

***Q7. Water supply system name (Country 1):***

Acquedotto del Tennacola

***Q8. Water supply system name (Country 2):***

Acquedotto del Tennacola

***Q9. Date/year established cross-border water supply:***

1997

***Q10. Management of origin side of the WSS:***

TENNACOLA Spa

***Q11. Management of delivery side of the WSS:***

ATAC Civitanova Spa

***Q12. Amount of water supplied (as per contract/agreement):***

70 l/s (1st step, about 2,2 Mil. cubic meters/year); 100 l/s (2nd step, about 3,2 Mil. cubic meters/year)

***Q13. General nature of the CBWS - emergency water supply, peak water supply, permanent water supply:***

Permanent water supply



***Q14. Existing legal framework for the CBWS:***

YES - Regional Law n. 30, as of 28 December 2011 (former Regional Law n. 18, as of 22 June 1998); Agreement between Comune di Civitanova Marche and TENACOLA Spa (19/11/1997, renewed 23/09/2003)

***Q15. Top level CBWS management body (if mutually defined):***

Marche Region (Regione Marche)

***Q16. Origin country reference body for the management body:***

Optimal Territorial Area Authority n. 4 Marche Centro - Sud Fermano e Maceratese (A.ATO 4)

***Q17. Delivery country reference body for the CBWS management body.***

Optimal Territorial Area Authority n. 3 Marche Centro - Macerata (A.ATO 3)

***Q18. Legal framework management - Contract party meetings (annual, even more frequent):***

YES - occasional meetings:

1. 01/02/2011, in order update existing agreements relating water transfer and better define them according to Regional Law in force.

***Q19. Issues addressed on the local level:***

ATO Authorities are responsible for the organization of water delivery and water transfer from an ATO to another, considering environmental protection and water balance issues.

***Q20. Issues addressed on the regional level:***

Regional Governemnt role is that to assent the agreement between the parties, also considering Regional River Basin Authority opinion

***Q21. Issues addressed on the state level:***

Not Applicable

***Q22. Legal option to increase maximum annual entitlement?***

YES - up to 100 l/s

***Q23. Minimum amount of water delivery defined?***

YES - 13 l/s

***Q24. Which is the body assigned by the contract for the resolution of disputes?***

/

***Q25. Ownership of the cross-border infrastructure:***

/

***Q26. Are the water rights on the water resource assigned to the cross-border partner? In which way?***

/

***Q27. Termination of the water delivery of contract***

/

***Q28 Minimal water consumption legally defined?***

YES - 60 l/s

***Q29. Is the legal heritage of the systems resolved***

/

***Q30. Is the water price(charge) composed by different components?***

NO - according to the existing contract water price is set by A.ATO 4 every year.

The price per cubic meter was updated to 0,180189 eur (2005, Del. A.ATO 4 17/12/2004), then to 0,246862 (2010, Del. A.ATO 4 12/12/2009), then to 0,261674 eur (2011, Del. A.ATO 4 22/12/2010), then to 0,278683 (2012), then to 0,2873 (2013).

During 01/02/2011 meeting A.ATO 3 proposed to determine the charge based on abstraction, treatment, transportation and distribution direct costs, also considering infrastructure depreciation. Administration, financial and extra costs would not be included, in order to define a "industrial average unitary cost" per cubic meter of water delivered to the sub-distributor.

***Q31. How is the pricing mechanism defined (water charges):***

/

***Q32. Are the minimal charges foreseen? - Fixed charges, full for empty:***

/

***Q33. Is the non-payment procedure regulated by the contract?***

/

***Q34. Is there a special tariff (surcharge) for the excessive water supply?***

/

***Q35. Insurance cost covered - insurance cost tariff, insurance model foreseen by the contract:***

/

***Q36. Depreciation of the infrastructure, investment/maintenance plans agreed ? (amortizacija, ammortamento):***

/

***Q37. Penalties for unfulfilment of contractual obligations?***

/

***Q38. Is the mutual inspection of records/book-keeping established? (due diligence approach):***

/

***Q39. General assessment of the CBWS economics :***

/

***Q40. Payment statistics for the last 5 years:***

/

***Q41. Other:***

/

***Q42. Measurement of water delivered:***

/

***Q43. Is continuity of water supply - intermittent water supply an issue?***

/

***Q44. Agreed water quality issues:***

/

***Q45. Water quality monitoring jointly controlled/verified:***

/

***Q46. Temperature regulated by the contract?***

/

***Q47. Pressure regulated by the contract?***

/

***Q48. Cross - border profile management:***

/

***Q49. Construction of project facilities:***

/

***Q50. Is the daily dynamics of water demand/supply an issue ?***

/

***Q51. Is the seasonal dynamics of water demand/supply an issue ?***

/

***Q52. Management of water losses - are water losses in the supply, uptake side an issue?***

/

***Q53. Is the water availability/demand an issue on supply country or demand country side?***

/

***Q54. Transitional phenomena an issue?***

/

***Q55. Other technical issues?***

/

***Q56. Long term planning mechanisms established?***

/

***Q57. LIASON OFFICERS DETERMINED? Communication process determined and functioning?***

/

***Q58. Joint supervision of the Water Supply System?***

/

***Q59. Joint management of the water resource?***

/

***Q60. Contingency plans existing?***

/

***Q61. Main problems identified:***

/

***Q62. Other comments:***

/

***Q63. Vision:***

/

***Q64. Do you consider that the legal framework for the CB WSS is adequate, or under-defined:***

/

***Q65. Do you consider that the economic framework for the CB WS is adequate, or under-defined:***

/

***Q66. Do you consider that the technical framework for the CB WS is adequate, or under-defined:***

/

***Q67. How would you assess general perception of the cross border water supply in public?***

/

***Q68. Provide in the attachment shp file of the existing water supply network:***

/

***Q69. Provide documents on general state-level framework for the cross-border water supply:***

/

***Q70. Specific delivery contract:***

/

***Q71. Regulations, technical documentation:***

/

***Q72. Statistics on the water supplied and payments provided for the last five years:***

/

### 3. Information about potential CB WSS

**Q1. Country name:**

ITALY

**Q2. Partner name:**

A.ATO 3 MARCHE CENTRO - MACERATA

**Q3. Partner - Final Beneficiary No.:**

FB 2

**Q4. Between country - water coming from (origin) and:**

/

**Q5. Country (2) - water supplied to (delivered):**

/

**Q6. Water supply system name (English):**

/

**Q7. Water supply system name (Country 1):**

/

**Q8. Water supply system name (Country 2):**

/

**Q9. Management of origin side of the WSS:**

/

**Q10. Management of delivery side of the WSS:**

/

**Q11: Amount of water supplied (as per contract/agreement):**

/

**Q12. General nature of the CBWS - emergency water supply, peak water supply, permanent water supply:**

/

**Q13. General description of the nature of the necessity:**

/

***Q14. Status of the preparation of the technical/legal/economics and other documents:***

/

***Q15. Potential date of construction (estimated if possible):***

/

***Q16. Describe recognized limitations inhibiting the development of potential CBWSS:***

/



## Questionnaire for Internal partner reposting WP5:

### A.ATO 3 MARCHE CENTRO - MACERATA

#### 1. General about CB WSS

**Q1. Country:**

ITALY

**Q2. Partner name:**

A.ATO 3 MARCHE CENTRO - MACERATA

**Q3. PARTNER - Final Beneficiary No.:**

FB 2

**Q4. Reporting country (1) (cross-border country (1) )**

/

**Q5. Reporting country (2) (cross-border country (2) )**

/

**Q6. Estimated number of CBWSS (active)(Number and name of the CBWSS):**

/

**Q7. Estimated number of CBWSS (inactive - ceased to operate)(Number and name of the CBWSS):**

/

**Q8. Potential development of CBWSS(Number and name of the CBWSS):**

/

## 2. Informaton about Existing CB WSS

***Q1. Country name:***

ITALY

***Q2. Partner name:***

A.ATO 3 MARCHE CENTRO - MACERATA

***Q3. Partner - Final Beneficiary No.:***

FB 2

***Q4. Between country - water coming from (origin country (1)) and***

ATO 3 (Bolognola)

***Q5. Country (2) - water supplied to (delivered):***

and ATO 4 (San Ginesio)

***Q6. Water supply system name (English):***

Fargno Main

***Q7. Water supply system name (Country 1):***

Acquedotto del Fargno

***Q8. Water supply system name (Country 2):***

Acquedotto del Fargno

***Q9. Date/year established cross-border water supply:***

TO BE IMPLEMENTED

***Q10. Management of origin side of the WSS:***

TENNACOLA Spa

***Q11. Management of delivery side of the WSS:***

TENNACOLA Spa

***Q12. Amount of water supplied (as per contract/agreement):***

TO BE IMPLEMENTED

***Q13. General nature of the CBWS - emergency water supply, peak water supply, permanent water supply:***

Permanent water supply

***Q14. Existing legal framework for the CBWS:***

YES - Regional Law n. 30, as of 28 December 2011 (former Regional Law n. 18, as of 22 June 1998)

***Q15. Top level CBWS management body (if mutually defined):***

Marche Region (Regione Marche)

***Q16. Origin country reference body for the management body:***

Optimal Territorial Area Authority n. 3 Marche Centro - Macerata (A.ATO 3)

***Q17. Delivery country reference body for the CBWS management body.***

Optimal Territorial Area Authority n. 4 Marche Centro - Sud Fermano e Maceratese (A.ATO 4)

***Q18. Legal framework management - Contract party meetings (annual, even more frequent):***

YES - occasional meetings

***Q19. Issues addressed on the local level:***

ATO Authorities are responsible for the organization of water delivery and water transfer from an ATO to another, considering environmental protection and water balance issues.

***Q20. Issues addressed on the regional level:***

Regional Governemnt role is that to assent the agreement between the parties, also considering Regional River Basin Authority opinion

***Q21. Issues addressed on the state level:***

Not Applicable

***Q22. Legal option to increase maximum annual entitlement?***

TO BE IMPLEMENTED

***Q23. Minimum amount of water delivery defined?***

TO BE IMPLEMENTED

***Q24. Which is the body assigned by the contract for the resolution of disputes?***

/

***Q25. Ownership of the cross-border infrastructure:***

/

***Q26. Are the water rights on the water resource assigned to the cross-border partner? In which way?***

/

***Q27. Termination of the water delivery of contract***

/

***Q28 Minimal water consumption legally defined?***

YES - 60 l/s

***Q29. Is the legal heritage of the systems resolved***

/

***Q30. Is the water price(charge) composed by different components?***

NO - according to the existing contract water price is set by A.ATO 4 every year.

The price per cubic meter was updated to 0,180189 eur (2005, Del. A.ATO 4 17/12/2004), then to 0,246862 (2010, Del. A.ATO 4 12/12/2009), then to 0,261674 eur (2011, Del. A.ATO 4 22/12/2010), then to 0,278683 (2012), then to 0,2873 (2013).

During 01/02/2011 meeting A.ATO 3 proposed to determine the charge based on abstraction, treatment, transportation and distribution direct costs, also considering infrastructure depreciation. Administration, financial and extra costs would not be included, in order to define a "industrial average unitary cost" per cubic meter of water delivered to the sub-distributor.

***Q31. How is the pricing mechanism defined (water charges):***

/

***Q32. Are the minimal charges foreseen? - Fixed charges, full for empty:***

/

***Q33. Is the non-payment procedure regulated by the contract?***

/

***Q34. Is there a special tariff (surcharge) for the excessive water supply?***

/

***Q35. Insurance cost covered - insurance cost tariff, insurance model  
foreseen by the contract:***

/

***Q36. Depreciation of the infrastructure, investment/maintenance plans  
agreed ? (amortizacija, ammortamento):***

/

***Q37. Penalties for unfulfilment of contractual obligations?***

/

***Q38. Is the mutual inspection of records/book-keeping established? (due  
diligence approach):***

/

***Q39. General assessment of the CBWS economics :***

/

***Q40. Payment statistics for the last 5 years:***

/

***Q41. Other:***

/

***Q42. Measurement of water delivered:***

/

***Q43. Is continuity of water supply - intermittent water supply an issue?***

/

***Q44. Agreed water quality issues:***

/

***Q45. Water quality monitoring jointly controlled/verified:***

/

***Q46. Temperature regulated by the contract?***

/

***Q47. Pressure regulated by the contract?***

/

***Q48. Cross - border profile management:***

/

***Q49. Construction of project facilities:***

/

***Q50. Is the daily dynamics of water demand/supply an issue ?***

/

***Q51. Is the seasonal dynamics of water demand/supply an issue ?***

/

***Q52. Management of water losses - are water losses in the supply, uptake side an issue?***

/

***Q53. Is the water availability/demand an issue on supply country or demand country side?***

/

***Q54. Transitional phenomena an issue?***

/

***Q55. Other technical issues?***

/

***Q56. Long term planning mechanisms established?***

/

***Q57. LIASON OFFICERS DETERMINED? Communication process determined and functioning?***

/

***Q58. Joint supervision of the Water Supply System?***

/

***Q59. Joint management of the water resource?***

/

***Q60. Contingency plans existing?***

/

***Q61. Main problems identified:***

/

***Q62. Other comments:***

/

***Q63. Vision:***

/

***Q64. Do you consider that the legal framework for the CB WSS is adequate, or under-defined:***

/

***Q65. Do you consider that the economic framework for the CB WS is adequate, or under-defined:***

/

***Q66. Do you consider that the technical framework for the CB WS is adequate, or under-defined:***

/

***Q67. How would you assess general perception of the cross border water supply in public?***

/

***Q68. Provide in the attachment shp file of the existing water supply network:***

/

***Q69. Provide documents on general state-level framework for the cross-border water supply:***

/

***Q70. Specific delivery contract:***

/

***Q71. Regulations, technical documentation:***

/

***Q72. Statistics on the water supplied and payments provided for the last five years:***

/



### 3. Information about potential CB WSS

**Q1. Country name:**

ITALY

**Q2. Partner name:**

A.ATO 3 MARCHE CENTRO - MACERATA

**Q3. Partner - Final Beneficiary No.:**

FB 2

**Q4. Between country - water coming from (origin) and:**

/

**Q5. Country (2) - water supplied to (delivered):**

/

**Q6. Water supply system name (English):**

/

**Q7. Water supply system name (Country 1):**

/

**Q8. Water supply system name (Country 2):**

/

**Q9. Management of origin side of the WSS:**

/

**Q10. Management of delivery side of the WSS:**

/

**Q11: Amount of water supplied (as per contract/agreement):**

/

**Q12. General nature of the CBWS - emergency water supply, peak water supply, permanent water supply:**

/

**Q13. General description of the nature of the necessity:**

/

***Q14. Status of the preparation of the technical/legal/economics and other documents:***

/

***Q15. Potential date of construction (estimated if possible):***

/

***Q16. Describe recognized limitations inhibiting the development of potential CBWSS:***

/

## Questionnaire for Internal partner reposting WP5:

### Hydro-Engineering Institut of Sarajevo Faculty of Civil Engineering

#### 1. General about CB WSS

**Q1. Country:**

Bosna and Hercegovina

**Q2. Partner name:**

Hydro-Engineering Institut of Sarajevo Faculty of Civil Engineering

**Q3. PARTNER - Final Beneficiary No.:**

FB 12

**Q4. Reporting country (1) (cross-border country (1) )**

Bosna and Hercegovina

**Q5. Reporting country (2) (cross-border country (2) )**

Croatia

**Q6. Estimated number of CBWSS (active)(Number and name of the CBWSS):**

Vodoopskrbni sustav Drinovačko Brdo and Puteševica

**Q7. Estimated number of CBWSS (inactive - ceased to operate)(Number and name of the CBWSS):**

/

**Q8. Potential development of CBWSS(Number and name of the CBWSS):**

/

## 2. Informaton about Existing CB WSS

***Q1. Country name:***

Bosna and Hercegovina

***Q2. Partner name:***

Hydro-Engineering Institut of Sarajevo Faculty of Civil Engineering

***Q3. Partner - Final Beneficiary No.:***

FB 12

***Q4. Between country - water coming from (origin country (1)) and***

Croatia

***Q5. Country (2) - water supplied to (delivered):***

Bosna and Hercegovina

***Q6. Water supply system name (English):***

Water Supply System Drinovačko Brdo and Puteševica

***Q7. Water supply system name (Country 1):***

Vodoposkrbni sustav Drinovačko Brdo i Puteševica

***Q8. Water supply system name (Country 2):***

Vodoposkrbni sustav Drinovačko Brdo i Puteševica

***Q9. Date/year established cross-border water supply:***

14.06.2005.

***Q10. Management of origin side of the WSS:***

MZ Drinovačko Brdo

***Q11. Management of delivery side of the WSS:***

Vodovod Imotske Krajine

***Q12. Amount of water supplied (as per contract/agreement):***

5l/s, 50.000 m<sup>3</sup>/godišnje

***Q13. General nature of the CBWS - emergency water supply, peak water supply, permanent water supply:***

Water is continuously coming into the water tank D. Brdo ( volume 100 m<sup>3</sup>) and water supply from here goes with gravity flow to hundred homes of D. Brda and Puteševica

***Q14. Existing legal framework for the CBWS:***

No.

***Q15. Top level CBWS management body (if mutually defined):***

Vodoposkrbni sustav Drinovačko Brdo i Puteševica.

***Q16. Origin country reference body for the management body:***

/

***Q17. Delivery country reference body for the CBWS management body.***

MZ Drinovačko brdo i Vodovod Imotske krajine.

***Q18. Legal framework management - Contract party meetings (annual, even more frequent):***

Ugovor o izvođenju radova sa JP Komunalno Grude and Ugovor o isporuci vode sa Vodovodom Imotske Krajine.

***Q19. Issues addressed on the local level:***

Management at the municipal level is within framework of JP Komunalno.

***Q20. Issues addressed on the regional level:***

Yes.

***Q21. Issues addressed on the state level:***

We don't know.

***Q22. Legal option to increase maximum annual entitlement?***

/

***Q23. Minimum amount of water delivery defined?***

No, delivery is defined at 5m<sup>3</sup>/sec.

***Q24. Which is the body assigned by the contract for the resolution of disputes?***

/

***Q25. Ownership of the cross-border infrastructure:***

JP Komunalno Grude and JP Imotske krajine

***Q26. Are the water rights on the water resource assigned to the cross-border partner? In which way?***

No.

***Q27. Termination of the water delivery of contract***

/

***Q28 Minimal water consumption legally defined?***

No.

***Q29. Is the legal heritage of the systems resolved***

/

***Q30. Is the water price(charge) composed by different components?***

/

***Q31. How is the pricing mechanism defined (water charges):***

/

***Q32. Are the minimal charges foreseen? - Fixed charges, full for empty:***

/

***Q33. Is the non-payment procedure regulated by the contract?***

/

***Q34. Is there a special tariff (surcharge) for the excessive water supply?***

/

***Q35. Insurance cost covered - insurance cost tariff, insurance model foreseen by the contract:***

/

***Q36. Depreciaton of the infrastructure, investment/maintenance plans agreed ? (amortizacija, ammortamento):***

/

***Q37. Penalties for unfulfilment of contractual obligations?***

/

***Q38. Is the mutual inspection of records/book-keeping established? (due diligence approach):***

/

***Q39. General assessment of the CBWS economics :***

/

***Q40. Payment statistics for the last 5 years:***

/

***Q41. Other:***

/

***Q42. Measurement of water delivered:***

/

***Q43. Is continuity of water supply - intermittent water supply an issue?***

No, there is no limitation in delivering water.

***Q44. Agreed water quality issues:***

/

***Q45. Water quality monitoring jointly controlled/verified:***

/

***Q46. Temperature regulated by the contract?***

/

***Q47. Pressure regulated by the contract?***

/

***Q48. Cross - border profile management:***

/

***Q49. Construction of project facilities:***

/

***Q50. Is the daily dynamics of water demand/supply an issue ?***

/

***Q51. Is the seasonal dynamics of water demand/supply an issue ?***

/

***Q52. Management of water losses - are water losses in the supply, uptake side an issue?***

/

***Q53. Is the water availability/demand an issue on supply country or demand country side?***

/

***Q54. Transitional phenomena an issue?***

/

***Q55. Other technical issues?***

/

***Q56. Long term planning mechanisms established?***

/

***Q57. LIASON OFFICERS DETERMINED? Communication process determined and functioning?***

/

***Q58. Joint supervision of the Water Supply System?***

/

***Q59. Joint management of the water resource?***

/

***Q60. Contingency plans existing?***

/

***Q61. Main problems identified:***

/

***Q62. Other comments:***

/

***Q63. Vision:***

/



***Q64. Do you consider that the legal framework for the CB WSS is adequate, or under-defined:***

*/*

***Q65. Do you consider that the economic framework for the CB WS is adequate, or under-defined:***

*/*

***Q66. Do you consider that the technical framework for the CB WS is adequate, or under-defined:***

*/*

***Q67. How would you assess general perception of the cross border water supply in public?***

*/*

***Q68. Provide in the attachment shp file of the existing water supply network:***

*/*

***Q69. Provide documents on general state-level framework for the cross-border water supply:***

*/*

***Q70. Specific delivery contract:***

*/*

***Q71. Regulations, technical documentation:***

*/*

***Q72. Statistics on the water supplied and payments provided for the last five years:***

*/*

### 3. Information about potential CB WSS

**Q1. Country name:**

Bosna and Hercegovina

**Q2. Partner name:**

Hydro-Engineering Institut of Sarajevo Faculty of Civil Engineering

**Q3. Partner - Final Beneficiary No.:**

FB 12

**Q4. Between country - water coming from (origin) and:**

None are planned.

**Q5. Country (2) - water supplied to (delivered):**

/

**Q6. Water supply system name (English):**

/

**Q7. Water supply system name (Country 1):**

/

**Q8. Water supply system name (Country 2):**

/

**Q9. Management of origin side of the WSS:**

/

**Q10. Management of delivery side of the WSS:**

/

**Q11: Amount of water supplied (as per contract/agreement):**

/

**Q12. General nature of the CBWS - emergency water supply, peak water supply, permanent water supply:**

/

**Q13. General description of the nature of the necessity:**

/

***Q14. Status of the preparation of the technical/legal/economics and other documents:***

/

***Q15. Potential date of construction (estimated if possible):***

/

***Q16. Describe recognized limitations inhibiting the development of potential CBWSS:***

/

## Questionnaire for Internal partner reposting WP5:

### Hydro-Engineering Institut of Sarajevo Faculty of Civil Engineering

#### 1. General about CB WSS

**Q1. Country:**

Bosna and Hercegovina

**Q2. Partner name:**

Hydro-Engineering Institut of Sarajevo Faculty of Civil Engineering

**Q3. PARTNER - Final Beneficiary No.:**

FB 12

**Q4. Reporting country (1) (cross-border country (1) )**

/

**Q5. Reporting country (2) (cross-border country (2) )**

/

**Q6. Estimated number of CBWSS (active)(Number and name of the CBWSS):**

/

**Q7. Estimated number of CBWSS (inactive - ceased to operate)(Number and name of the CBWSS):**

/

**Q8. Potential development of CBWSS(Number and name of the CBWSS):**

/

## 2. Informaton about Existing CB WSS

***Q1. Country name:***

Bosna and Hercegovina

***Q2. Partner name:***

Hydro-Engineering Institut of Sarajevo Faculty of Civil Engineering

***Q3. Partner - Final Beneficiary No.:***

FB 12

***Q4. Between country - water coming from (origin country (1)) and***

Croatia

***Q5. Country (2) - water supplied to (delivered):***

Border Prolog

***Q6. Water supply system name (English):***

Water supply system Vrgorac

***Q7. Water supply system name (Country 1):***

Vodovodni sistem Vrgorac

***Q8. Water supply system name (Country 2):***

Vodovodni sistem Vrgorac

***Q9. Date/year established cross-border water supply:***

It started operating in 1928.

***Q10. Management of origin side of the WSS:***

Komunalno Vrgorac

***Q11. Management of delivery side of the WSS:***

Municipality Vrgorac

***Q12. Amount of water supplied (as per contract/agreement):***

20 l/s, 200.000 m<sup>3</sup>

***Q13. General nature of the CBWS - emergency water supply, peak water supply, permanent water supply:***

/

***Q14. Existing legal framework for the CBWS:***

/

***Q15. Top level CBWS management body (if mutually defined):***

/

***Q16. Origin country reference body for the management body:***

/

***Q17. Delivery country reference body for the CBWS management body.***

/

***Q18. Legal framework management - Contract party meetings (annual, even more frequent):***

/

***Q19. Issues addressed on the local level:***

/

***Q20. Issues addressed on the regional level:***

/

***Q21. Issues addressed on the state level:***

/

***Q22. Legal option to increase maximum annual entitlement?***

/

***Q23. Minimum amount of water delivery defined?***

/

***Q24. Which is the body assigned by the contract for the resolution of disputes?***

/

***Q25. Ownership of the cross-border infrastructure:***

/

***Q26. Are the water rights on the water resource assigned to the cross-border partner? In which way?***

/

***Q27. Termination of the water delivery of contract***

/

***Q28 Minimal water consumption legally defined?***

/

***Q29. Is the legal heritage of the systems resolved***

/

***Q30. Is the water price(charge) composed by different components?***

/

***Q31. How is the pricing mechanism defined (water charges):***

/

***Q32. Are the minimal charges foreseen? - Fixed charges, full for empty:***

/

***Q33. Is the non-payment procedure regulated by the contract?***

/

***Q34. Is there a special tariff (surcharge) for the excessive water supply?***

/

***Q35. Insurance cost covered - insurance cost tariff, insurance model foreseen by the contract:***

/

***Q36. Depreciaton of the infrastructure, investment/maintenance plans agreed ? (amortizacija, ammortamento):***

/

***Q37. Penalties for unfulfilment of contractual obligations?***

/

***Q38. Is the mutual inspection of records/book-keeping established? (due dilligence approach):***

/

***Q39. General assessment of the CBWS economics :***

/

***Q40. Payment statistics for the last 5 years:***

/

***Q41. Other:***

/

***Q42. Measurement of water delivered:***

/

***Q43. Is continuity of water supply - intermittent water supply an issue?***

/

***Q44. Agreed water quality issues:***

/

***Q45. Water quality monitoring jointly controlled/verified:***

/

***Q46. Temperature regulated by the contract?***

/

***Q47. Pressure regulated by the contract?***

/

***Q48. Cross - border profile management:***

/

***Q49. Construction of project facilities:***

/

***Q50. Is the daily dynamics of water demand/supply an issue ?***

/

***Q51. Is the seasonal dynamics of water demand/supply an issue ?***

/

***Q52. Management of water losses - are water losses in the supply, uptake side an issue?***

/



***Q53. Is the water availability/demand an issue on supply country or demand country side?***

/

***Q54. Transitional phenomena an issue?***

/

***Q55. Other technical issues?***

/

***Q56. Long term planning mechanisms established?***

/

***Q57. LIASON OFFICERS DETERMINED? Communication process determined and functioning?***

/

***Q58. Joint supervision of the Water Supply System?***

/

***Q59. Joint management of the water resource?***

/

***Q60. Contingency plans existing?***

/

***Q61. Main problems identified:***

/

***Q62. Other comments:***

/

***Q63. Vision:***

/

***Q64. Do you consider that the legal framework for the CB WSS is adequate, or under-defined:***

/

***Q65. Do you consider that the economic framework for the CB WS is adequate, or under-defined:***

/

***Q66. Do you consider that the technical framework for the CB WS is adequate, or under-defined:***

/

***Q67. How would you assess general perception of the cross border water supply in public?***

/

***Q68. Provide in the attachment shp file of the existing water supply network:***

/

***Q69. Provide documents on general state-level framework for the cross-border water supply:***

/

***Q70. Specific delivery contract:***

/

***Q71. Regulations, technical documentation:***

/

***Q72. Statistics on the water supplied and payments provided for the last five years:***

/

### 3. Information about potential CB WSS

***Q1. Country name:***

Bosna and Hercegovina

***Q2. Partner name:***

Hydro-Engineering Institut of Sarajevo Faculty of Civil Engineering

***Q3. Partner - Final Beneficiary No.:***

FB 12

***Q4. Between country - water coming from (origin) and:***

/

***Q5. Country (2) - water supplied to (delivered):***

/

***Q6. Water supply system name (English):***

/

***Q7. Water supply system name (Country 1):***

/

***Q8. Water supply system name (Country 2):***

/

***Q9. Management of origin side of the WSS:***

/

***Q10. Management of delivery side of the WSS:***

/

***Q11: Amount of water supplied (as per contract/agreement):***

/

***Q12. General nature of the CBWS - emergency water supply, peak water supply, permanent water supply:***

/

***Q13. General description of the nature of the necessity:***

/

***Q14. Status of the preparation of the technical/legal/economics and other documents:***

/

***Q15. Potential date of construction (estimated if possible):***

/

***Q16. Describe recognized limitations inhibiting the development of potential CBWSS:***

/

## Questionnaire for Internal partner reposting WP5:

### Hydro-Engineering Institut of Sarajevo Faculty of Civil Engineering

#### 1. General about CB WSS

**Q1. Country:**

Bosna and Hercegovina

**Q2. Partner name:**

Hydro-Engineering Institut of Sarajevo Faculty of Civil Engineering

**Q3. PARTNER - Final Beneficiary No.:**

FB 12

**Q4. Reporting country (1) (cross-border country (1) )**

Bosna and Hercegovina (Posušje)

**Q5. Reporting country (2) (cross-border country (2) )**

Croatia (Imotski)

**Q6. Estimated number of CBWSS (active)(Number and name of the CBWSS):**

/

**Q7. Estimated number of CBWSS (inactive - ceased to operate)(Number and name of the CBWSS):**

0

**Q8. Potential development of CBWSS(Number and name of the CBWSS):**

/

## 2. Informaton about Existing CB WSS

**Q1. Country name:**

Bosna and Hercegovina

**Q2. Partner name:**

Hydro-Engineering Institut of Sarajevo Faculty of Civil Engineering

**Q3. Partner - Final Beneficiary No.:**

FB 12

**Q4. Between country - water coming from (origin country (1)) and**

Bosna and Hercegovina (Posušje)

**Q5. Country (2) - water supplied to (delivered):**

Croatia (Imotski)

**Q6. Water supply system name (English):**

Vodovod Tribistovo Vinjani

**Q7. Water supply system name (Country 1):**

/

**Q8. Water supply system name (Country 2):**

/

**Q9. Date/year established cross-border water supply:**

2012

**Q10. Management of origin side of the WSS:**

Vodovod Posušje

**Q11. Management of delivery side of the WSS:**

Vodovod Posušje

**Q12. Amount of water supplied (as per contract/agreement):**

20 L/s

**Q13. General nature of the CBWS - emergency water supply, peak water supply, permanent water supply:**

Permanent water supply

***Q14. Existing legal framework for the CBWS:***

/

***Q15. Top level CBWS management body (if mutually defined):***

/

***Q16. Origin country reference body for the management body:***

/

***Q17. Delivery country reference body for the CBWS management body.***

/

***Q18. Legal framework management - Contract party meetings (annual, even more frequent):***

/

***Q19. Issues addressed on the local level:***

/

***Q20. Issues addressed on the regional level:***

/

***Q21. Issues addressed on the state level:***

/

***Q22. Legal option to increase maximum annual entitlement?***

Yes.

***Q23. Minimum amount of water delivery defined?***

No.

***Q24. Which is the body assigned by the contract for the resolution of disputes?***

/

***Q25. Ownership of the cross-border infrastructure:***

Infrastructure on its own territory.

***Q26. Are the water rights on the water resource assigned to the cross-border partner? In which way?***

/

***Q27. Termination of the water delivery of contract***

/

***Q28 Minimal water consumption legally defined?***

No.

***Q29. Is the legal heritage of the systems resolved***

No.

***Q30. Is the water price(charge) composed by different components?***

/

***Q31. How is the pricing mechanism defined (water charges):***

/

***Q32. Are the minimal charges foreseen? - Fixed charges, full for empty:***

No.

***Q33. Is the non-payment procedure regulated by the contract?***

Yes.

***Q34. Is there a special tariff (surcharge) for the excessive water supply?***

No.

***Q35. Insurance cost covered - insurance cost tariff, insurance model foreseen by the contract:***

No.

***Q36. Depreciaton of the infrastructure, investment/maintenance plans agreed ? (amortizacija, ammortamento):***

/

***Q37. Penalties for unfulfilment of contractual obligations?***

/

***Q38. Is the mutual inspection of records/book-keeping established? (due dilligence approach):***

/

***Q39. General assessment of the CBWS economics :***

/



***Q40. Payment statistics for the last 5 years:***

/

***Q41. Other:***

/

***Q42. Measurement of water delivered:***

Watermeter.

***Q43. Is continuity of water supply - intermittent water supply an issue?***

Yes.

***Q44. Agreed water quality issues:***

No.

***Q45. Water quality monitoring jointly controlled/verified:***

/

***Q46. Temperature regulated by the contract?***

No.

***Q47. Pressure regulated by the contract?***

No.

***Q48. Cross - border profile management:***

Yes.

***Q49. Construction of project facilities:***

/

***Q50. Is the daily dynamics of water demand/supply an issue ?***

No.

***Q51. Is the seasonal dynamics of water demand/supply an issue ?***

No.

***Q52. Management of water losses - are water losses in the supply, uptake side an issue?***

No.

***Q53. Is the water availability/demand an issue on supply country or demand country side?***

/

***Q54. Transitional phenomena an issue?***

/

***Q55. Other technical issues?***

/

***Q56. Long term planning mechanisms established?***

/

***Q57. LIASON OFFICERS DETERMINED? Communication process determined and functioning?***

Yes.

***Q58. Joint supervision of the Water Supply System?***

Yes.

***Q59. Joint management of the water resource?***

Jurisdiction over its own territory.

***Q60. Contingency plans existing?***

No.

***Q61. Main problems identified:***

/

***Q62. Other comments:***

/

***Q63. Vision:***

/

***Q64. Do you consider that the legal framework for the CB WSS is adequate, or under-defined:***

/

***Q65. Do you consider that the economic framework for the CB WS is adequate, or under-defined:***

/

***Q66. Do you consider that the technical framework for the CB WS is adequate, or under-defined:***

/

***Q67. How would you assess general perception of the cross border water supply in public?***

/

***Q68. Provide in the attachment shp file of the existing water supply network:***

/

***Q69. Provide documents on general state-level framework for the cross-border water supply:***

/

***Q70. Specific delivery contract:***

/

***Q71. Regulations, technical documentation:***

/

***Q72. Statistics on the water supplied and payments provided for the last five years:***

In 2013 was first test water supply to Croatia. In 2014 has CB WSS started to operate. Contract with Croatia is not yet signed.

### 3. Information about potential CB WSS

***Q1. Country name:***

Bosna and Hercegovina

***Q2. Partner name:***

Hydro-Engineering Institut of Sarajevo Faculty of Civil Engineering

***Q3. Partner - Final Beneficiary No.:***

FB 12

***Q4. Between country - water coming from (origin) and:***

/

***Q5. Country (2) - water supplied to (delivered):***

/

***Q6. Water supply system name (English):***

/

***Q7. Water supply system name (Country 1):***

/

***Q8. Water supply system name (Country 2):***

/

***Q9. Management of origin side of the WSS:***

/

***Q10. Management of delivery side of the WSS:***

/

***Q11: Amount of water supplied (as per contract/agreement):***

/

***Q12. General nature of the CBWS - emergency water supply, peak water supply, permanent water supply:***

/

***Q13. General description of the nature of the necessity:***

/

***Q14. Status of the preparation of the technical/legal/economics and other documents:***

/

***Q15. Potential date of construction (estimated if possible):***

/

***Q16. Describe recognized limitations inhibiting the development of potential CBWSS:***

/

## Questionnaire for Internal partner reposting WP5:

### Hydro-Engineering Institut of Sarajevo Faculty of Civil Engineering

#### 1. General about CB WSS

**Q1. Country:**

Bosna and Hercegovina

**Q2. Partner name:**

Hydro-Engineering Institut of Sarajevo Faculty of Civil Engineering

**Q3. PARTNER - Final Beneficiary No.:**

FB 12

**Q4. Reporting country (1) (cross-border country (1) )**

Bosna and Hercegovina

**Q5. Reporting country (2) (cross-border country (2) )**

Croatia

**Q6. Estimated number of CBWSS (active)(Number and name of the CBWSS):**

Regional Water Supply System "Josip Jović"

**Q7. Estimated number of CBWSS (inactive - ceased to operate)(Number and name of the CBWSS):**

0

**Q8. Potential development of CBWSS(Number and name of the CBWSS):**

0

## 2. Informaton about Existing CB WSS

***Q1. Country name:***

Bosna and Hercegovina

***Q2. Partner name:***

Hydro-Engineering Institut of Sarajevo Faculty of Civil Engineering

***Q3. Partner - Final Beneficiary No.:***

FB 12

***Q4. Between country - water coming from (origin country (1)) and***

Bosna and Hercegovina

***Q5. Country (2) - water supplied to (delivered):***

Croatia

***Q6. Water supply system name (English):***

Regional Water Supply System "Josip Jović"

***Q7. Water supply system name (Country 1):***

Regionalni vodovodni sustav "Josip Jović"

***Q8. Water supply system name (Country 2):***

Regionalni vodovodni sustav "Josip Jović"

***Q9. Date/year established cross-border water supply:***

2001.

***Q10. Management of origin side of the WSS:***

Vodogradnja d.o.o. Tomislavgrad (vodogradnja@tel.net.ba)

***Q11. Management of delivery side of the WSS:***

Vodovod Imotske krajine d.o.o. Imotski

***Q12. Amount of water supplied (as per contract/agreement):***

50 l/s, 500.000 m<sup>3</sup>/year

***Q13. General nature of the CBWS - emergency water supply, peak water supply, permanent water supply:***

Water delivery is according to contract. Ceoncession is being signed. Amount of water that can be delivered is up to 50l/s, currently is being delivered 3l/s.

***Q14. Existing legal framework for the CBWS:***

Yes, delivery of water is defined with contract. Currently they are waiting for cencession.

***Q15. Top level CBWS management body (if mutually defined):***

/

***Q16. Origin country reference body for the management body:***

Agencija za vodno područja Jadranskog mora

***Q17. Delivery country reference body for the CBWS management body.***

Ministry of Foreign Affairs.

***Q18. Legal framework management - Contract party meetings (annual, even more frequent):***

Yes, there is signed contract for water supply.

***Q19. Issues addressed on the local level:***

Not for now. Currently is being delivered 3l/s but in contract it is defined that it can be delivered up to 50 l/s.

***Q20. Issues addressed on the regional level:***

Not for now. Currently is being delivered 3l/s but in contract it is defined that it can be delivered up to 50 l/s.

***Q21. Issues addressed on the state level:***

/

***Q22. Legal option to increase maximum annual entitlement?***

/

***Q23. Minimum amount of water delivery defined?***

/

***Q24. Which is the body assigned by the contract for the resolution of disputes?***

/

***Q25. Ownership of the cross-border infrastructure:***

Vodogradnja Tomislavgrad, vodovod Imotske krajine



***Q26. Are the water rights on the water resource assigned to the cross-border partner? In which way?***

/

***Q27. Termination of the water delivery of contract***

/

***Q28 Minimal water consumption legally defined?***

Yes, 50l/s.

***Q29. Is the legal heritage of the systems resolved***

Water supply system was built after war.

***Q30. Is the water price(charge) composed by different components?***

/

***Q31. How is the pricing mechanism defined (water charges):***

/

***Q32. Are the minimal charges foreseen? - Fixed charges, full for empty:***

/

***Q33. Is the non-payment procedure regulated by the contract?***

/

***Q34. Is there a special tariff (surcharge) for the excessive water supply?***

/

***Q35. Insurance cost covered - insurance cost tariff, insurance model foreseen by the contract:***

/

***Q36. Depreciaton of the infrastructure, investment/maintenance plans agreed ? (amortizacija, ammortamento):***

/

***Q37. Penalties for unfulfilment of contractual obligations?***

/

***Q38. Is the mutual inspection of records/book-keeping established? (due diligence approach):***

/

***Q39. General assessment of the CBWS economics :***

/

***Q40. Payment statistics for the last 5 years:***

/

***Q41. Other:***

/

***Q42. Measurement of water delivered:***

/

***Q43. Is continuity of water supply - intermittent water supply an issue?***

/

***Q44. Agreed water quality issues:***

/

***Q45. Water quality monitoring jointly controlled/verified:***

/

***Q46. Temperature regulated by the contract?***

/

***Q47. Pressure regulated by the contract?***

/

***Q48. Cross - border profile management:***

/

***Q49. Construction of project facilities:***

/

***Q50. Is the daily dynamics of water demand/supply an issue ?***

/

***Q51. Is the seasonal dynamics of water demand/supply an issue ?***

/

***Q52. Management of water losses - are water losses in the supply, uptake side an issue?***

/

***Q53. Is the water availability/demand an issue on supply country or demand country side?***

/

***Q54. Transitional phenomena an issue?***

/

***Q55. Other technical issues?***

/

***Q56. Long term planning mechanisms established?***

/

***Q57. LIASON OFFICERS DETERMINED? Communication process determined and functioning?***

/

***Q58. Joint supervision of the Water Supply System?***

/

***Q59. Joint management of the water resource?***

/

***Q60. Contingency plans existing?***

/

***Q61. Main problems identified:***

/

***Q62. Other comments:***

/

***Q63. Vision:***

/

***Q64. Do you consider that the legal framework for the CB WSS is adequate, or under-defined:***

/

***Q65. Do you consider that the economic framework for the CB WS is adequate, or under-defined:***

/

***Q66. Do you consider that the technical framework for the CB WS is adequate, or under-defined:***

/

***Q67. How would you assess general perception of the cross border water supply in public?***

/

***Q68. Provide in the attachment shp file of the existing water supply network:***

/

***Q69. Provide documents on general state-level framework for the cross-border water supply:***

/

***Q70. Specific delivery contract:***

/

***Q71. Regulations, technical documentation:***

/

***Q72. Statistics on the water supplied and payments provided for the last five years:***

/

### 3. Information about potential CB WSS

***Q1. Country name:***

Bosna and Hercegovina

***Q2. Partner name:***

Hydro-Engineering Institut of Sarajevo Faculty of Civil Engineering

***Q3. Partner - Final Beneficiary No.:***

FB 12

***Q4. Between country - water coming from (origin) and:***

/

***Q5. Country (2) - water supplied to (delivered):***

/

***Q6. Water supply system name (English):***

/

***Q7. Water supply system name (Country 1):***

/

***Q8. Water supply system name (Country 2):***

/

***Q9. Management of origin side of the WSS:***

/

***Q10. Management of delivery side of the WSS:***

/

***Q11: Amount of water supplied (as per contract/agreement):***

/

***Q12. General nature of the CBWS - emergency water supply, peak water supply, permanent water supply:***

/

***Q13. General description of the nature of the necessity:***

/

***Q14. Status of the preparation of the technical/legal/economics and other documents:***

/

***Q15. Potential date of construction (estimated if possible):***

/

***Q16. Describe recognized limitations inhibiting the development of potential CBWSS:***

/

## Questionnaire for Internal partner reposting WP5:

### Croatian Geological Survey - Department of hydrogeology and engineering geology

#### 1. General about CB WSS

**Q1. Country:**

Croatia

**Q2. Partner name:**

Croatian Geological Survey - Department of hydrogeology and engineering geology

**Q3. PARTNER - Final Beneficiary No.:**

FB 9

**Q4. Reporting country (1) (cross-border country (1) )**

Bosna and Hercegovina

**Q5. Reporting country (2) (cross-border country (2) )**

Croatia

**Q6. Estimated number of CBWSS (active)(Number and name of the CBWSS):**

(1) - Doljani (Čapljina) to Metković

**Q7. Estimated number of CBWSS (inactive - ceased to operate)(Number and name of the CBWSS):**

/

**Q8. Potential development of CBWSS(Number and name of the CBWSS):**

/

## 2. Informaton about Existing CB WSS

**Q1. Country name:**

Croatia

**Q2. Partner name:**

Croatian Geological Survey - Department of hydrogeology and engineering geology

**Q3. Partner - Final Beneficiary No.:**

FB 9

**Q4. Between country - water coming from (origin country (1)) and**

Karst spring is in the BIH (Doljani village) community Čapljina

**Q5. Country (2) - water supplied to (delivered):**

Water from Doljani goes to HR

**Q6. Water supply system name (English):**

Water supply system Metkovic

**Q7. Water supply system name (Country 1):**

Vodoopskrbni sustav grada Metkovića

**Q8. Water supply system name (Country 2):**

/

**Q9. Date/year established cross-border water supply:**

the beginnig of the explotation at Doljani started 1966 . God (ex YUGOSLAVIA)

**Q10. Management of origin side of the WSS:**

Metković d.o.o. za vodoopskrbu i odvodnju otpadnih voda [www.vodovod-metkovic.hr](http://www.vodovod-metkovic.hr)  
(METKOVIĆ d.o.o. Upravlja i sada sa izvorom koji se nalazi u drugoj državi BIH)

**Q11: Management of delivery side of the WSS:**

Metković d.o.o. za vodoopskrbu i odvodnju otpadnih voda, [www.vodovod-metkovic.hr](http://www.vodovod-metkovic.hr)  
(METKOVIĆ d.o.o. Isporučuju vodu u Hrvatsku iz svojih vodosprema koje se nalaze u Hrvatskoj i također vrši isporuku povratnim vodom u naselje Doljani koje se nalazi u BIH)

**Q12. Amount of water supplied (as per contract/agreement):**

The contract does not exist / no other interested party, the amount of water meets the needs of Metkovic, approximately 60 l / s or 1,870,000.00 m<sup>3</sup> / year



***Q13. General nature of the CBWS - emergency water supply, peak water supply, permanent water supply:***

Water supply Metković is supplying the town Metković and suburban areas, including the municipality Zažablje and village Doljani. Extraction from DOLJANI spring in BiH started in the period from 1966 till today, with no concessions for the extraction of water. (From the breakup of former Yugoslavia Croatian company has no water permit for water withdrawal but we hope that this will be specified in the intergovernmental negotiating committee Croatian and Bosnia-Herzegovina)

***Q14. Existing legal framework for the CBWS:***

There are no documents between distributors of Metković d.o.o. and relevant services of BiH.

***Q15. Top level CBWS management body (if mutually defined):***

Međudržavno povjerenstvo HRVATSKA - BIH za vodno gospodarstvo (pri ministarstvu poljoprivrede RH)

***Q16. Origin country reference body for the management body:***

Interstate Commission CROATIA - BIH for water management (the Ministry of Agriculture RH)

***Q17. Delivery country reference body for the CBWS management body.***

Croatian Waters (Ministry of Agriculture)

***Q18. Legal framework management - Contract party meetings (annual, even more frequent):***

We are waiting for an agreement interstate commission that it would be regulated

***Q19. Issues addressed on the local level:***

We are waiting for an agreement interstate commission that it would be regulated

***Q20. Issues addressed on the regional level:***

We are waiting for an agreement interstate commission that it would be regulated

***Q21. Issues addressed on the state level:***

As far as Metkovic d.o.o. know, there are familiar interstate commission, and they agreed general things and topics related to the origin Doljani (single case) regarding management and use Doljani spring in BiH will only come on the agenda as a special ca

***Q22. Legal option to increase maximum annual entitlement?***

/

***Q23. Minimum amount of water delivery defined?***

Not for now

***Q24. Which is the body assigned by the contract for the resolution of disputes?***

/

***Q25. Ownership of the cross-border infrastructure:***

Pumping facility stations with installations and pipelines on the territory of Bosnia and Herzegovina, built by the City of Metkovic during a joint state, and the owner is Metković d.o.o.

***Q26. Are the water rights on the water resource assigned to the cross-border partner? In which way?***

Official Metković d.o.o. is not familiar

***Q27. Termination of the water delivery of contract***

There is no contract or time limit for delivery of water

***Q28 Minimal water consumption legally defined?***

No

***Q29. Is the legal heritage of the systems resolved***

No

***Q30. Is the water price(charge) composed by different components?***

No

***Q31. How is the pricing mechanism defined (water charges):***

Metkovic d.o.o. has formed prices, and gives the same prior approval of the City Metkovic and then forward it to the Council for Water services Croatian republic. The mechanism of price tables for the calculation of the lowest prices on the basis of cost

***Q32. Are the minimal charges foreseen? - Fixed charges, full for empty:***

No

***Q33. Is the non-payment procedure regulated by the contract?***

No

***Q34. Is there a special tariff (surcharge) for the excessive water supply?***

No

***Q35. Insurance cost covered - insurance cost tariff, insurance model foreseen by the contract:***

No

***Q36. Depreciation of the infrastructure, investment/maintenance plans agreed ? (amortizacija, ammortamento):***

Depreciation is calculated according to the life of the individual objects

***Q37. Penalties for unfulfilment of contractual obligations?***

/

***Q38. Is the mutual inspection of records/book-keeping established? (due diligence approach):***

/

***Q39. General assessment of the CBWS economics :***

/

***Q40. Payment statistics for the last 5 years:***

/

***Q41. Other:***

/

***Q42. Measurement of water delivered:***

Delivered quantity of water is done by electromagnetic flowmeters ENDRESS HAUSER

***Q43. Is continuity of water supply - intermittent water supply an issue?***

Water supply is continuous

***Q44. Agreed water quality issues:***

Law on water for human consumption (OG 56/13)

***Q45. Water quality monitoring jointly controlled/verified:***

Sampling of water from the spring and the network has been submitted to the Department of Public Health Dubrovnik to control quality every week, and more frequently if required

***Q46. Temperature regulated by the contract?***

No

***Q47. Pressure regulated by the contract?***

No

***Q48. Cross - border profile management:***

everything is under the control of Metković d.o.o.

***Q49. Construction of project facilities:***

/

***Q50. Is the daily dynamics of water demand/supply an issue ?***

No, the reservoirs are in Croatia

***Q51. Is the seasonal dynamics of water demand/supply an issue ?***

No

***Q52. Management of water losses - are water losses in the supply, uptake side an issue?***

Losses related to water supply system range from 50-60% of the water volumes. Water balance by IWA methodology are only obliged water supplier Metković d.o.o..

***Q53. Is the water availability/demand an issue on supply country or demand country side?***

Current source is supplied with Metkovic City suburbs, municipality Zažablje and village Doljani in BiH. All other users in the municipality Čapljina own supply from other sources.

***Q54. Transitional phenomena an issue?***

Yes, problem is that after nineteen years of existence of the state Croatia status Doljani spring is still at the beginning. Metkovic Ltd. is an illegally present in Bosnia and Herzegovina.

***Q55. Other technical issues?***

No possibility of investing in the protection of water sources and any necessary investment is a function to protect the quality vode. by the way company Metković Ltd. Compensation for the use of water from springs in Doljane (BiH) salary Croatian Waters (

***Q56. Long term planning mechanisms established?***

No

***Q57. LIASON OFFICERS DETERMINED? Communication process determined and functioning?***

No

***Q58. Joint supervision of the Water Supply System?***

NO (all under the METKOVIĆ d.o.o.)

***Q59. Joint management of the water resource?***

Water resources are managed only Metković d.o.o. Metković

***Q60. Contingency plans existing?***

When you get rid of interstate relations in the work of water supply Metković, you can talk about plans for water supply.

***Q61. Main problems identified:***

Crossborder cooperation officially does not work.

***Q62. Other comments:***

/

***Q63. Vision:***

Metković d.o.o. Je zainteresiran za korištenje sustava vodoopskrbe iz Izvorišta Doljani kad se to leglizira na nivou dviju država ( BiH i Hrvatske )

***Q64. Do you consider that the legal framework for the CB WSS is adequate, or under-defined:***

The problem is bigger than just imagine, because it takes coordination of Commission of BiH and Croatian, and it will be enabled when the other side to show that interest.

***Q65. Do you consider that the economic framework for the CB WS is adequate, or under-defined:***

Legally you do not see a solution in the near future.

***Q66. Do you consider that the technical framework for the CB WS is adequate, or under-defined:***

/

***Q67. How would you assess general perception of the cross border water supply in public?***

/

***Q68. Provide in the attachment shp file of the existing water supply network:***

*/*

***Q69. Provide documents on general state-level framework for the cross-border water supply:***

*/*

***Q70. Specific delivery contract:***

*/*

***Q71. Regulations, technical documentation:***

*/*

***Q72. Statistics on the water supplied and payments provided for the last five years:***

*/*

### 3. Information about potential CB WSS

***Q1. Country name:***

Croatia

***Q2. Partner name:***

Croatian Geological Survey - Department of hydrogeology and engineering geology

***Q3. Partner - Final Beneficiary No.:***

FB 9

***Q4. Between country - water coming from (origin) and:***

/

***Q5. Country (2) - water supplied to (delivered):***

/

***Q6. Water supply system name (English):***

/

***Q7. Water supply system name (Country 1):***

/

***Q8. Water supply system name (Country 2):***

/

***Q9. Management of origin side of the WSS:***

/

***Q10. Management of delivery side of the WSS:***

/

***Q11: Amount of water supplied (as per contract/agreement):***

/

***Q12. General nature of the CBWS - emergency water supply, peak water supply, permanent water supply:***

/

***Q13. General description of the nature of the necessity:***

/

***Q14. Status of the preparation of the technical/legal/economics and other documents:***

/

***Q15. Potential date of construction (estimated if possible):***

/

***Q16. Describe recognized limitations inhibiting the development of potential CBWSS:***

/



## Questionnaire for Internal partner reposting WP5:

### P.C.Utility Nikšić

#### 1. General about CB WSS

**Q1. Country:**

Montenegro

**Q2. Partner name:**

P.C.Utility Nikšić

**Q3. PARTNER - Final Beneficiary No.:**

FB 14

**Q4. Reporting country (1) (cross-border country (1) )**

Montenegro

**Q5. Reporting country (2) (cross-border country (2) )**

Croatia

**Q6. Estimated number of CBWSS (active)(Number and name of the CBWSS):**

Water pipeline Plat-Herceg Novi

**Q7. Estimated number of CBWSS (inactive - ceased to operate)(Number and name of the CBWSS):**

/

**Q8. Potential development of CBWSS(Number and name of the CBWSS):**

/

## 2. Informaton about Existing CB WSS

**Q1. Country name:**

Montenegro

**Q2. Partner name:**

P.C.Utility Nikšić

**Q3. Partner - Final Beneficiary No.:**

FB 14

**Q4. Between country - water coming from (origin country (1)) and**

Croatia

**Q5. Country (2) - water supplied to (delivered):**

and Montenegro

**Q6. Water supply system name (English):**

Water pipeline Plat-Herceg Novi

**Q7. Water supply system name (Country 1):**

/

**Q8. Water supply system name (Country 2):**

/

**Q9. Date/year established cross-border water supply:**

The contract on water supply from HE Dubrovnik to Water supply system Herceg Novi Water and maintenance of water pipeline at the section Plat-Debeli Brijeg concluded in Cavtat on 11.05.2000. between the municipality Konavle, Cavtat-the Republic of Croatia

**Q10. Management of origin side of the WSS:**

Hrvatska-HE Dubrovnik

**Q11. Management of delivery side of the WSS:**

Municipality Konavle

**Q12. Amount of water supplied (as per contract/agreement):**

450 l/s The contract between the municipality of Konavle and municipality of Herceg Novi on the use and maintenance of the pipeline Plat-Herceg Novi signed in December 2011.

***Q13. General nature of the CBWS - emergency water supply, peak water supply, permanent water supply:***

At the peak of tourist season, at least 450 l / s

***Q14. Existing legal framework for the CBWS:***

The contract stipulates that the price of water charged from the pipeline Plat-Herceg Novi on the basis of depreciation rates and in accordance with national regulations, include the costs of investment maintenance of the pipeline. The municipalities Konavli and Herceg Novi opened special accounts for the purpose of investment maintenance of the pipeline. According to the contracts, the municipalities have to prepare annual plans of investment maintenance. The contract also defines providing the funds for ongoing maintenance by the municipalities Konavli and Herceg Novi in proportion to the amount of water that is delivered to them via the pipelines Plat-Herceg Novi.

***Q15. Top level CBWS management body (if mutually defined):***

Permanent Montenegrin-Croatian Committee for water management of common interest pipeline Subcommittee for the water pipeline Plat-Herceg Novi

***Q16. Origin country reference body for the management body:***

Ministry of Sustainable Development and Tourism of Montenegro and the Ministry of Agriculture and Rural Development of Montenegro

***Q17. Delivery country reference body for the CBWS management body.***

The competent Ministries of the Republic of Croatia and Hrvatske vode

***Q18. Legal framework management - Contract party meetings (annual, even more frequent):***

Annual meetings and even more frequent according to needs. The minutes are kept at meetings.

***Q19. Issues addressed on the local level:***

There are contracts on local level signed between the municipalities of Konavli and Herceg Novi.

There are two contracts between the municipality of Konavle and the municipality of Herceg Novi, namely: 1.)The Contract on the use and maintenance of international water facility, pipeline Plat- Herceg Novi including Annex No.1 both signed in December 2011; 2.) The contract on compensation for reduced value of the land owned by the municipality Konavle where an international infrastructure water facility i.e. pipeline Plat-Herceg Novi runs through and Annex No. 1 signed in December 2011.

***Q20. Issues addressed on the regional level:***

No.

***Q21. Issues addressed on the state level:***

Yes.

***Q22. Legal option to increase maximum annual entitlement?***

/

***Q23. Minimum amount of water delivery defined?***

The municipalities Konavli and Herceg Novi are supplied with water from the pipeline Plat-Herceg Novi. The minimum amount of water delivery used by Montenegrin side i.e. by the municipality of Herceg Novi, is 450 l/s at the peak of the tourist season whi

***Q24. Which is the body assigned by the contract for the resolution of disputes?***

The contract parties may resolve any disputes regarding the implementation of the contract amicably or through the Permanent Montenegrin-Croatian Committee for water management of common interests. If the dispute is not resolved in that way, than the Commercial Court in Podgorica has jurisdiction.

***Q25. Ownership of the cross-border infrastructure:***

/

***Q26. Are the water rights on the water resource assigned to the cross-border partner? In which way?***

/

***Q27. Termination of the water delivery of contract***

The Contract is valid for a period of 10 years.

***Q28 Minimal water consumption legally defined?***

Yes.

***Q29. Is the legal heritage of the systems resolved***

No.

***Q30. Is the water price(charge) composed by different components?***

The contract stipulates that the price of water charged from the pipeline Plat-Herceg Novi on the basis of depreciation rates and in accordance with national regulations, include the costs of investment maintenance of the pipeline. The municipalities Konavli

and Herceg Novi opened special accounts for the purpose of investment maintenance of the pipeline. According to the contracts, the municipalities have to prepare annual plans of investment maintenance. The contract also defines providing the funds for ongoing maintenance by the municipalities Konavli and Herceg Novi in proportion to the amount of water that is delivered to them via the pipelines Plat-Herceg Novi.

***Q31. How is the pricing mechanism defined (water charges):***

/

***Q32. Are the minimal charges foreseen? - Fixed charges, full for empty:***

Yes.

***Q33. Is the non-payment procedure regulated by the contract?***

Yes.

***Q34. Is there a special tariff (surcharge) for the excessive water supply?***

No.

***Q35. Insurance cost covered - insurance cost tariff, insurance model foreseen by the contract:***

Yes.

***Q36. Depreciation of the infrastructure, investment/maintenance plans agreed ? (amortizacija, ammortamento):***

No.

***Q37. Penalties for unfulfilment of contractual obligations?***

No.

***Q38. Is the mutual inspection of records/book-keeping established? (due diligence approach):***

No.

***Q39. General assessment of the CBWS economics :***

/

***Q40. Payment statistics for the last 5 years:***

/

**Q41. Other:**

/

**Q42. Measurement of water delivered:**

Through installed meters in Debeli Brijeg

**Q43. Is continuity of water supply - intermittent water supply an issue?**

/

**Q44. Agreed water quality issues:**

Water from the system Plat-H.Novi is unprepared-raw. It goes to the filter station "Mojdez" where it is treated in accordance with Montenegrin legislation. The contract signed between the Municipality of Konavle and Herceg Novi municipality defines setting the device for testing water quality at water intake.

**Q45. Water quality monitoring jointly controlled/verified:**

The Public Utility Herceg Novi monitors water quality, which is distributed from the filter station "Mojdez" to users in Herceg Novi, in accordance with the laws of the State of Montenegro

**Q46. Temperature regulated by the contract?**

The temperature is not regulated by the contract.

**Q47. Pressure regulated by the contract?**

/

**Q48. Cross - border profile management:**

The system has a gravity pressure. A surge tank Plat (Croatian area) is located at a height of 260 m above sea level from which water is transported, through a pipeline, to Debeli brijeg, which is located in the border area of the two countries i.e. Montenegro and Croatia. A surge tank was built in Debeli brijeg at a height of 185 m above sea level and water from here gravitationally goes to the filter station "Mojdez" located at the elevation of 151.50 masl.

**Q49. Construction of project facilities:**

Managed in accordance with the contract. Reservoirs i.e. water surge Plat.

**Q50. Is the daily dynamics of water demand/supply an issue ?**

#REF!

***Q51. Is the seasonal dynamics of water demand/supply an issue ?***

/

***Q52. Management of water losses - are water losses in the supply, uptake side an issue?***

Water losses in the water supply system are identified in accordance with IWA methodology

***Q53. Is the water availability/demand an issue on supply country or demand country side?***

Water from the system Plat-H.Novi is from the accumulation of Bileća Lake and the capacity of the accumulation is large and it amounts 1260 million m<sup>3</sup>, which allows safe water quantity in the summertime

***Q54. Transitional phenomena an issue?***

/

***Q55. Other technical issues?***

None.

***Q56. Long term planning mechanisms established?***

The contract defines investment and ongoing maintenance of the pipeline Plat- Herceg Novi. According to the Local Environmental Action Plan of the municipality of Herceg Novi the rehabilitation of the plant for the production and distribution of water from

***Q57. LIASON OFFICERS DETERMINED? Communication process determined and functioning?***

Pursuant to the Article 11 of the contract that was signed between the municipalities of Konavle and Herceg Novi (the contract was signed on 14. 12.2011) a joint committee was established.

***Q58. Joint supervision of the Water Supply System?***

The same as the previous answer.

***Q59. Joint management of the water resource?***

We think that there are no problems.

***Q60. Contingency plans existing?***

Defined by the contract.

***Q61. Main problems identified:***

It was defined by the contract to prepare a study on the condition of the pipeline and water facilities with a bill of quantities for works which should be carried out to ensure its full functionality and its accuracy.

***Q62. Other comments:***

None

***Q63. Vision:***

/

***Q64. Do you consider that the legal framework for the CB WSS is adequate, or under-defined:***

We think that everything functions in accordance with the contract documentation.

***Q65. Do you consider that the economic framework for the CB WS is adequate, or under-defined:***

We think it has been defined.

***Q66. Do you consider that the technical framework for the CB WS is adequate, or under-defined:***

Defined as it should be.

***Q67. How would you assess general perception of the cross border water supply in public?***

There is no mistrust by the citizens.

***Q68. Provide in the attachment shp file of the existing water supply network:***

Unfortunately we could not obtain these data from the Public Utility.

***Q69. Provide documents on general state-level framework for the cross-border water supply:***

Provided.

***Q70. Specific delivery contract:***

Provided.

***Q71. Regulations, technical documentation:***

/



***Q72. Statistics on the water supplied and payments provided for the last five years:***

Given through the contract documentation.

### 3. Information about potential CB WSS

**Q1. Country name:**

Montenegro

**Q2. Partner name:**

P.C.Utility Nikšić

**Q3. Partner - Final Beneficiary No.:**

FB 14

**Q4. Between country - water coming from (origin) and:**

/

**Q5. Country (2) - water supplied to (delivered):**

/

**Q6. Water supply system name (English):**

/

**Q7. Water supply system name (Country 1):**

/

**Q8. Water supply system name (Country 2):**

/

**Q9. Management of origin side of the WSS:**

/

**Q10. Management of delivery side of the WSS:**

/

**Q11: Amount of water supplied (as per contract/agreement):**

/

**Q12. General nature of the CBWS - emergency water supply, peak water supply, permanent water supply:**

/

**Q13. General description of the nature of the necessity:**

/

***Q14. Status of the preparation of the technical/legal/economics and other documents:***

/

***Q15. Potential date of construction (estimated if possible):***

/

***Q16. Describe recognized limitations inhibiting the development of potential CBWSS:***

/



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The project is co-funded by the European Union,  
Instrument for Pre-Accession Assistance

## WP5.1

Joined report on historical  
development of cross-  
border drinking water  
supply systems

## ANNEX 2

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Date last release	29.10.2014 (updated 12.11.2015)
State of document	Final



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Instrument for Pre-Accession Assistance

# **WATER SUPPLY AND SEWERAGE CODE**

**WATER SUPPLY AND SEWERAGE REGULATION  
INTO THE SERVICE ZONE OF  
WATER SUPPLY AND SEWERAGE COMPANY\_\_\_\_\_**

**WATER SUPPLY AND SEWERAGE REGULATION**  
**INTO THE SERVICES ZONE OF UK \_\_\_\_\_ SH.A.**

**COMPOSED BY LOCAL UNITS AS:**

MUNICIPALITY of \_\_\_\_\_ COMMUNE of \_\_\_\_\_  
COMMUNE of \_\_\_\_\_ COMMUNE of \_\_\_\_\_  
COMMUNE of \_\_\_\_\_ COMMUNE of \_\_\_\_\_  
COMMUNE of \_\_\_\_\_ COMMUNE of \_\_\_\_\_  
COMMUNE of \_\_\_\_\_ COMMUNE of \_\_\_\_\_

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**REPUBLIC OF ALBANIA  
THE COUNCIL OF MINISTERS**

**DECISION**

**No 1304, dated 11.12.2009**

**On**

**THE APPROVAL OF THE REGULATION “ON THE WATER SUPPLY AND SEWAGE  
SERVICES IN THE SERVICE AREA OF THE WATER-SUPPLY AND SEWAGE  
JOINT STOCK UTILITIES.”**

Pursuant to the Article 100 of the Constitution, Article 26, of the Law no 9000, dated 30.01.2003, “On the Organization and Functioning of the Council of Ministers”, and of the Law no 8102, dated 28.03.1999, “On the regulatory framework of the water supply and waste water removal and processing” as amended, upon the proposal of the Minister of Public Works, Transports and Telecommunication, the Council of Ministers

**HAS DECIDED :**

1. To approve the sample regulation “On the water supply and sewage in the service area of the water-supply and sewage utilities”, as per the text attached to this decision and which is a component part of this Decision.
2. This model can be extended or adopted in function of the specificities that might have been remarked in the water-supply and sewage service area, without infringing the main obligations deriving from it.
3. The Parties signatory to this Regulation are: the Share-holders Assembly of the Water-Supply and Sewage Joint Stock Utilities, represented by its president, and the Water-Supply and Sewage Utility, represented by its Director.
4. The Water-Supply and Sewage Supervisory Board is charged with the implementation of this Regulation from the parties mentioned in item 3 of this Decision.



5. The Water Regulatory Authority, in case of non-signing of this Regulation from the above-mentioned parties, does not approve the tariffs for the water service or does not issue licenses for the water-supply and sewage companies.
6. The Water Regulatory Authority, the General Water Supply and Sewage utility at the Ministry of Public Works, Transports and Telecommunication, the local government units (municipalities/communes) as well as the Water-Supply and Sewage Joint Stock Companies are charged with the implementation of this Decision.

This decision becomes effective after the publication in the “Official Journal”.

**THE PRIME MINISTER**

**SALI BERISHA**

**THE MINISTER OF PUBLIC WORKS,  
TRANSPORT AND TELECOMMUNICATION**

**SOKOL OLLDASHI**

## **RESPONSIBLE INSTITUTIONS**

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### ***How was this Code drafted?***

This Code was drafted in support of the further decentralization of the water-supply and sewage transfer process, in close cooperation and with the active participation of the Water-Supply and Sewage General Directorate, Ministry of Public Works, Transports and Telecommunication and the Water Regulatory Authority.

The Water Code is based on two draft-regulations piloted by the German Federal Ministry of Economy – BMZ, through the Albanian and Germany – KfW Financial Cooperation programme in the water-supply and sewage service utility of Korca in 2002 and in the water-supply and sewage service of Pogradec in 2006, whereas drafting of this regulation was supported by the German Federal Ministry, through the Albanian-German Technical Cooperation Project – GTZ. Dr. Enkelejda Gjinali, Ing. Ndricim Shani and Ing. Petrit Tare have worked for almost two years for drafting this document.

The draft-regulation has been disseminated for comments to over 70 institutions, of which 55 are water-supply and sewage utilities, whereas the others are: the Parliamentary Committee on Production Activities, seven line ministries dealing with water, such as the Ministry of Public Works, Transports and Telecommunication, Ministry of Health and Energy, the Ministry of Finance, the Ministry of Justice, the Ministry of Interior, the Ministry of Environment, Forests and Water Administration, the Institute of Public Health, the big municipalities, the Polytechnic University of Tirana as well as some independent institutions such as the Water Regulatory Authority, the Energy and Gas Regulatory Authority, the Association of Municipalities, Association of Communes, the Water-Supply and Sewage Association of Albania. This Code was commented in writing by 20 institutions, and part of these comments were reflected in the final version of this document.

### ***Pecularity of this Code***

This Code can be supplemented or changed by the signatory parties according to the specificities that might be remarked in the water-supply and sewage service areas, but without changing the main obligations deriving from it.

This document shall be signed by the Share-holder Assembly of the Water-supply and Sewage Utilities, represented by its president the water-supply and sewage utility, chaired by its director. The Supervisory Council, after approving this Regulation, upon the request of the utility director, submits it for approval on behalf of the Supervisory Council and of the Director, to the Assembly of Share-holders of the water-supply and sewage joint stock company.

It is only after the signature that the Code shall be implemented in the service area of the water-supply and sewage utility.

**DECISION OF THE SHARE-HOLDING ASSEMBLY**

**WATER SUPPLY AND SEWAGE JOINT STOCK utility**

**DECISION**

**No**\_\_\_\_, **dated** \_\_\_\_\_

**On**

**THE APPROVAL OF THE REGULATION ON THE WATER-SUPPLY AND SEWAGE  
SUPPLY IN THE SERVICE AREA OF THE WATER-SUPPLY AND SEWAGE JOINT  
STOCK utility** \_\_\_\_\_

In the meeting dated on \_\_\_\_\_ of the Share-holders Assembly of the WSS joint stock company\_\_\_\_\_, following discussions with the members who were present in the meeting (all members taking part at this meeting are quoted, giving their name, surname, and the local government unit they represent),

**Has decided:**

To approve the Code “On the supply with potable water and sewage in the service area of the water-supply and sewage joint stock utility \_\_\_\_\_” , attached to this Decision.

**THE CHAIR OF THE SHARE-HOLDERS ASSEMBLY**

**WSS jsc**\_\_\_\_\_

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## **ABBREVIATIONS**

<b>UK ____ sh.a.</b>	Water-supply and Sewage utility ____ joint stock company
<b>PRO</b>	Public Relationship Office
<b>TD</b>	Technical Department
<b>WS</b>	Water Supply
<b>SS</b>	Sewerage System
<b>WW</b>	Wastewater
<b>WWTP</b>	Wastewater Treatment Plant
<b>MC</b>	Municipality Council
<b>CC</b>	Commune Council
<b>WRA</b>	Water Regulatory Authority
<b>BOD<sub>5</sub></b>	Biochemical Oxygen Demand (in five days)
<b>COD</b>	Chemical Oxygen Demand
<b>BMZ</b>	The German Federal Ministry on Economic Cooperation
<b>GTZ</b>	German Technical Cooperation
<b>KfW</b>	Albania-Germany Financial Cooperation

## **PART ONE**

### **GENERAL KNOWLEDGE ABOUT THE CODE**

## 1.1 Introduction

This Code was prepared with the aim of providing a legal basis for the water supply and sewage consumers with the providers of such services, the UK \_\_\_\_\_ j.s.c, acting on behalf of the owner of assets and at the same time of the legal representatives for them, namely the local government units of the service areas. Among the sanctions and obligations and rights of each party, the Code aims:

- To guarantee a quantitative and qualitative provision of potable water within the service area in compliance with the respective standards and legislation in force;
- An efficient environmentally and hygienically appropriate disposal of wastewater in the area of \_\_\_\_\_ City and \_\_\_\_\_ Commune, and thus to reduce health risks;
- To provide a legal instrument on the UK \_\_\_\_\_ sh.a. service on the performance, protection and maintenance of assets of water supply and sewage systems and of the waste water treatment plant;
- To guarantee in general technically the appropriate water supply systems, including the protection of water sources;
- To guarantee in general technically the appropriate wastewater collection systems, having acceptable qualitative parameters to be discharged in wastewater treatment plant;
- To contribute in reducing losses and/or amount of non-billed water in the water supply system, consequently, for sewage, increase of revenues from billing, as well as reduction of misuse and thefts in the system ;
- To contribute in increasing connections with the public system of waste water removal .

In particular for the sewerage systems, the Regulation aims:

- To set obligations for a controlled removal of waste water, as well as the role of respective actors that are responsible for it;
- To administrate the rights and obligations of persons related to removal of waste water;
- To stipulate the obligation for connection to the sewerage system and its use.
- To set legal and technical legal conditions for the discharge of waste water in the public system of KUN in \_\_\_\_\_ and \_\_\_\_\_;
- To establish the obligation for paying charges for the connection and use of the sewerage system, refund of expenses, administrative offences.

Municipality of ..... and ..... Commune reserve their right to amend, cancel or introduce every kind the Regulation they consider necessary in order

to improve the service of standards of potable water supply and the sewerage systems, and the efficiency of the composition of both systems.

## 1.2 Public utility of Water Supply and Sewerage Services

In compliance with the legal obligation (Law no 8652, dated 31.7.2000 “On the organization and functioning of local government units”) to guarantee the potable water supply of the population and other consumers and a controlled and orderly disposal of waste water, the Municipality of \_\_\_\_\_ and \_\_\_\_\_ Commune, charge on the functioning and maintenance of public utilities licensed from the Water Regulatory Authority for these services.

Municipality of \_\_\_\_\_ and \_\_\_\_\_. Commune owning 100% of the company's shares, take all the decisions on regard of the UK \_\_\_\_\_ sh.a by the assembly of the shareholders, and determine the nature and purpose of the company, as well as, the date of its implementation, extension or its organization. A Supervisory Board chosen by the assembly of the shareholders should carry out the control, monitoring and the performance of UK \_\_\_\_\_ sh.a. activities.

The Supervisory Board nominates the General Executive Director for managing the UK \_\_\_\_\_ sh.a., and binds a contract with him conditioned with improvement performance indicators of utility in the service area within a determined period of time.

From this moment, UK \_\_\_\_\_ sh.a. represents the only operational and executive institution acting on behalf of Municipality of \_\_\_\_\_ and \_\_\_\_\_ Commune, have the obligations and public responsibilities to provide the services for water supply and sewerage into the service area. The UK \_\_\_\_\_ sh.a. service area complies with the administrative boundaries of \_\_\_\_\_ City and \_\_\_\_\_ Commune.

The object of the potable water supply activity of the UK ..... sh.a. in the service area is, as follows:

- provision and selling of the potable water to the customers;
- maintenance of the water supply system;
- production and/or buy the water in order to fulfill the consumers water demand;
- water treatment, if the source is superficial.

while on regard of the sewerage services, its object includes:

- a controlled disposal of the wastewater produced in the service area, and their treatment before outfall in the receiver body, if the service area is equipped with the treatment plant;
- maintenance of composing elements of the sewage system
- establishment and maintenance of the waste water treatment plant,
- tariff collection from customers for these services.

The utility in compliance with the legislation in force may carry out whatever financial or commercial operation which is directly or indirectly connected with her object of the activity.

The utility carries out any act with the aim of taking necessary permission, authorizations, licenses and approvals for offering this activity related to these administrative documents.

UK \_\_\_\_\_ sh.a. can use third parties for running and maintaining the systems and various plants, which should hold a license for these services. The rights and

obligations between the service provides and the UK \_\_\_\_\_ are set in a special agreement, compliant to the effective law.

### 1.3 Definitions

In this Regulation, unless the context otherwise requires, and referring to the definitions given into the law no. 9115, the following expressions mean:

<b>Clean Water</b>	Potable water from public water system defined according to standards in force.
<b>Connection Pipe with the Customer</b>	The Pipeline from the distribution network up to the connection point with the customer.
<b>Connection with the Object</b>	The water pipeline starting from the connection point up to the customer.
<b>Accessories for Connection</b>	Necessary assessors necessary for allowing water to go along the supply line up to the gate valve, which comprise the saddle with blocking valve, the pipe, bends, adaptors.
<b>Main Gate Valve</b>	This is the first valve in the houses that allows stopping of running water, including the water meter.
<b>Distribution Point</b>	The end of the premises connection with the main gate valve.
<b>Water Meters</b>	Equipment for measuring the quantity of the water consumed.
<b>Customer</b>	Contracting subject of UK ..... sh.a. to be supplied with water (households, private, institutions entities).
<b>Water Sources</b>	Surface and underground water, including aquifers, atmospheric precipitations which are qualitatively for use.
<b>BOD<sub>5</sub> - Biochemical Oxygen Demand</b>	Quantity of oxygen utilized, expressed in milligrams per litre, in the biochemical oxidation of matter within a five days period at a temperature of twenty degrees centigrade as determined in procedures set forth in "Standard Methods"
<b>COD - Chemical Oxygen Demand</b>	Quantity of oxygen utilized in the chemical oxidation of organic matter under standard laboratory procedure, expressed in milligrams per litre, according to standard methods S SH EN/ISO of potable water and wastewater analyzes.
<b>Collecting Pipes</b>	Sewerage (primary and secondary sewers) for the collection and transport of waste water, originating from connected properties with the sewerage, from

	the discharge point(s) up to the waste water treatment plant, including all manhole and special hydraulic structures
<b>Colour of Liquid</b>	Appearance of a liquid from which the suspended solids have been removed
<b>Connecting Pipes</b>	Connections of pipes from the collection pipe up to the boundary of private property. The collector pipeline includes the standard manhole (residences connection manhole) possibly located on the property boundary and a joint for tertiary sewerage / house connection pipes laid on the plot area. Connecting pipes are either connected to a standard sewer manhole or directly to a primary / secondary sewerage pipe by a saddle piece.
<b>Discharging entity of waste water</b>	Owner of a public sewerage system connection and all other persons, are obliged to discharge the wastewater generated on the respective property and to convey the wastewater to the sewerage and waste water treatment system
<b>Domestic Waste Water</b>	Waste water derived principally from residences.
<b>Effluent</b>	Treated wastewater flowing out of a treatment plant
<b>Grease</b>	Total oil and grease extracted from aqueous solution or suspension according to the laboratory procedures set forth in "Standard Methods", and includes, but is not limited to, hydrocarbons, esters, oils, fats, waxes and high molecular fatty acids.
<b>Industrial Area</b>	An area of land with or without buildings on which developed activities pertaining to industry, manufacturing, commerce, trade, business, or institutions different from domestic residence.
<b>Matter</b>	Every solid, liquid, or gas object.
<b>Pathologic Waste</b>	Waste generated in a hospital or similar institution which contains human or animal tissue altered or affected by disease, and instruments or other materials which may have come in contact with diseased tissue.
<b>Individual or Local Wastewater Treatment Plant</b>	Septic tanks, bath pits, pit latrine or French drains for the onsite treatment on a property in areas where no public sewerage system is available
<b>Person</b>	Every individual, firm, company, association, society, corporation or group
<b>pH</b>	The measure of the intensity of the acid or alkaline condition of a solution determined by the hydrogen ion concentration of the solution in accordance with

	the “Standard Methods”
<b>Private Sewerage System</b>	Tertiary system of sewerage and/or house connection pipeline located on a private property. The private sewerage system has to be connected to a standard manhole of connection residence, and thus with one branch of sewerage system.
<b>Area</b>	A piece of land, includes lands and servitude dwellings, buildings; public or private.
<b>Property</b>	Buildings and engineering systems that are part of the immovable property contained in the cadastra register.
<b>Proprietor of a Public Sewerage System Connection</b>	Pronari, ai qe ka te drejten e perdorimit te prones, ose persona te tjera qe kane te drejte te perdorin pronen
<b>Sewerage</b>	A pipe, conduit, or drain, used for the collection and transmission of domestic, commercial and industrial wastewater or any of them, and to which uncontaminated or cooling water, storm, surface, and groundwater are not intentionally admitted
<b>Waste water</b>	The used water and water carried solids from residential, commercial or industrial sources, which is polluted and/or whose properties are changed (wastewater or liquid waste matter). In addition the leaching from sanitary landfills or sludge liquor from septic tanks are considered as sewage
<b>Sewerage System</b>	<p>All pipelines, mains, equipment, buildings and structures for collecting, pumping, or pre-treatment of wastewater and operated by the Municipality of _____ and _____ Commune, but does not include a storm sewer (separate systems).</p> <p>Installations of third parties assigned by Municipality _____ and Commune _____ in order to fulfill their obligations in respect of a sustainable wastewater disposal, are deemed to be part of the sewerage system, as well as facilities needed for the implementation, extension, rehabilitation or maintenance of the system.</p>
<b>Standard Methods (for the examination of Water and Wastewater)</b>	The analytical and examination procedures provided in the “National Standard of Potable Water, Decision of Council of Ministers No. 145 date 26.02.1998 and law No. 9115, date 24.07.2003 “On environmental treatment of waste water”
<b>Storm Sewer</b>	A sewer and all related structures designed exclusively for the collection and transmission of uncontaminated water, storm water, drainage from land or from any watercourse or any of them



<b>Storm water</b>	Runoff water from rainfall or other natural precipitation, superficial water, groundwater or water from the melting of snow or ice and shall include roof drainage and footing drainage.
<b>Suspended Solids</b>	Insoluble matter that can be removed by filtration through a standard glass fibre filter as provided by "Standard Methods"
<b>Tertiary Sewer</b>	Connection sewer on private area between the residence connection and the public secondary / primary sewers.
<b>True Colour Units</b>	The measure of the color of the water from which turbidity has been removed.
<b>Uncontaminated Water</b>	Any water, including water from public or private water works, to which no matter has been added as a consequence of its use, or to modify its use, by any person, and may include cooling water.
<b>Waste</b>	Any material discharged into the sewerage system
<b>Wastewater</b>	Any liquid waste containing fecal, animal, vegetable, mineral, or chemical matter in solution or suspension carried from any premises
<b>Wastewater Treatment Plant</b>	Facility that treats and purifies wastewater from domestic and/or industrial sources; including the final inlet section of the wastewater collector
<b>Watercourse</b>	The bed and shore of every river, stream, lake, creek, pond, spring, lagoon, swamp, marsh, wetland, ravine, gulch or other natural body of water and the water therein, and any channel, ditch, reservoir, drain, land drainage works or other man-made surface feature, whether it contains or conveys water or not
<b>WRA</b>	Water Regulatory Authority

## **PART TWO**

### **THE WATER SUPPLY SYSTEM**

## **2. REGULATION OF WATER SUPPLY SYSTEM**

### **2.1 General**

- (1) No person shall break, damage, destroy, deface or tamper or cause or permit the breaking, damaging, destroying, defacing or tampering of
  - a) Any part of the water-supply system; or
  - b) Any permanent or temporary device installed in the water-supplying system for the purpose of measuring, sampling and testing of potable water.
- (2) No person or subject shall carry out any work on the water-supply system other than by the authority of UK ..... sh.a.
- (3) UK ..... sh.a. shall have the power to stop and close up and prevent from the water-supply service any private house, in case it observes that the provisions of this Regulation are violated and have led to the damage, blocking of the water-supplying system or harming of the potable water quality.
- (4) UK ..... sh.a. is entitled to ban, discontinue and prevent supply with drinking water of any consumer line, if violations of these Rules are violated, which can damage, block the water supply system or affect the quality of drinking water.

### **2.2 Connection of Users Properties**

- (1) Any property that has only one connection to the water-supply system shall directly be connected to the main distribution network. This connection shall be separate from the connection of other properties. The same shall be applied in case UK ..... sh.a. has added some connection distribution networks in a property for the connection of facilities that serve as permanent or a temporary resident of ersons.
- (2) In exceptional cases, UK ..... sh.a. can allow for or request, that several properties be connected by one connection pipe with distribution water-supply system, provide that sections of the connecting pipe extended in a private property is guaranteed by respective servitudes.
- (3) In case a property, after its connection to the public distribution water-supply network, will be subdivided into several individual properties, the regulations as aforesaid still apply for every single plot.
- (4) The connecting pipes will be exclusively constructed, rehabilitated, renewed, modified, maintained or dismantled only by UK ..... sh.a.
- (5) The private water-supply systems consisting of tertiary distribution networks or house connection pipes on private plots will in general be re-connected or constructed by UK ..... sh.a. in order to keep the required the construction standards. These private water-supply systems shall be laid following an application to be made by the subject to the UK ..... sh.a., which should issue a written authorization for this aim. In general, the UK ..... sh.a. can use the third parties to construct private water-supply systems in private lots respecting the procurement procedures established in the law in force. The works shall be supervised by the UK ..... sh.a.

- (6) The owner of a water-supply public system connection has to financially contribute to its construction and shall bear the costs for all pipes and of the necessary installation materials. Furthermore, he is responsible for the service, fair maintenance and repairing of the system.

### **2.3 Point of water supply connection of the property users**

- (1) UK\_\_\_\_\_ sh.a. provides the potable water supply through the connection points.

The point of water supply connection of the households or other properties users is the point defined by the UK \_\_\_\_\_ sh.a. in the main pipes of the distribution network to allow the connection of water supply of the subject with the public potable water distribution network.

- (2) To get the right of the potable water supply connection point for any object, the customer should deposit the followings to the Customer Relations Office (CRO) in UK \_\_\_\_\_ sh.a. :

- A written request defining the amount of water required ( $\text{m}^3$  in months or l/sec);
- The construction permit;
- The object ownership act;
- General layout of the object location;
- The hydraulic design of the internal water supply system that is prepared by licensed persons or entities.

- (3) UK \_\_\_\_\_ sh.a., through the Technical Office (TO) determines the connection point and issues the relevant permit after technically and financially considering it. TO prepares connection point technical documentation, and organizes its realization once the customer has paid the required fee.

The connection point will comply with the implementation technical conditions established by UK\_\_\_\_\_ Sh.a., and will be realized and formalized only by a specialist of UK\_\_\_\_\_ Sh.a.

- (4) The manhole of the connection point is located in a place as near possible to the fencing of the facility, and in case the fence is not physically present, it can be located near the facility or in the sidewalks near the facility, in cooperation with the owner.

- (5) The connection point in the relevant chamber contains:

- A saddle according to the diameter of the main distribution pipe;
- The connecting pipe, which should be with a diameter relevant to the requested flow.
- Different bends for the connection of the polyetilen pipes
- M/PE adopters for the pipe connection to the closing valve;
- Closing valve according to the diameter given in the drawings;
- Water meter according to the envisaged flows approved by the company;
- Non return valve according to the foreseen diameter;
- Plastic box with a cover or a metallic wall box with a cover.
- Technical references Annex 1

- (6) All the equipment shall comply with the technical be standard and for an envisaged pressure of 16 bar.

Opening of the channel, laying of the pipe and construction of the chamber with the relevant accessories is made pursuant to the technical conditions.  
The CRO is notified after realization of the connection point for sealing the meter.

- (7) UK \_\_\_\_\_ sh.a. is the owner of the connection of the facility from closing valve to the chamber. The customer is the owner of the chamber, closing valve, meter and non return valve and is responsible for their maintenance and repairing.

## **2.4 Servitudes**

- (1) In case that existing public primary or secondary water supply pipelines cross private areas, or new lines for technical reasons have to be laid on private plots, respective servitudes have to be secured by UK \_\_\_\_\_ sh.a. on the private properties affected. Water-supply network servitudes shall be registered in the cadastral register in order to guarantee access at any time to the system and manholes on private area for construction, operation, maintenance and repair.
- (2) An individual servitude agreement between UK \_\_\_\_\_ sh.a. on the one hand, and the customer on the other hand, shall govern the details of the servitude and any compensation procedures, if applicable, case by case.

## **2.5 Obligation for Connection and Use of Water Supply**

- (1) Every owner of a property, on which potable water is required for consumption, is obliged to connect such a plot to the public water-supply system, provided that a main operational water supply distribution pipeline is available adjacent to the plot and in case that UK \_\_\_\_\_ sh.a. has laid a distribution network up to the private plot. If more than one water supply pipelines have been laid by UK \_\_\_\_\_ sh.a. to serve the plot, it has to be connected as per the instructions given by UK \_\_\_\_\_ sh.a. The instruction whether and how a connection shall be executed, can be given by UK \_\_\_\_\_ sh.a. by means of a public notification, following the request of the interested subject.
- (2) Once the pre-conditions for the connection of household connections / private subject water-supply with the public water-supply system are fulfilled, UK \_\_\_\_\_ sh.a. will notify the property owner accordingly. Within one month after such notification the property owner shall allow for either the re-connection of existing house water supply connection pipes or the construction of secondary waters supply distribution network on his private area. The construction of such pipes on private area and their connection in compliance with the standard household connection shall be executed by or on behalf of UK \_\_\_\_\_ sh.a.
- (3) Connection of the system with the facility shall be made only upon the permit of the UK \_\_\_\_\_ sh.a. In special cases, the permit can be made with limiting conditions or can be changed due to technical and environmental reasons.
- (4) Consequently, the facilities shall be designed to contain internal potable water network, including meters. The meters shall be placed in visible and safe locations, as previously approved by the UK \_\_\_\_\_ Sh.a.

## **2.6 Individual Independent Water Supply Systems**

- (1) The entities requiring utilization of other water supply sources (wells in the yards, or other sources) for their daily living activity or for other purposes (technologic needs, irrigation, etc.) are obliged to take permission from the relevant authorities, compliant to the Law on the Water Resources. For reference law No. 8093, date 21.03.1996 "On water resources" as amended.
- (2) The connection of independent water supply systems (wells and others) with the internal facility or house network is prohibited in case the facility has a water supply connection from the water supply public system administered by UK \_\_\_\_\_ sh.a.

## **2.7 Water Meters**

- (1) Any connection point should have a meter allowing the record of all the quantity of the water consumed in the object. The decision-making on the water meter is recommended to be compliant to the recommendations of the European Metrology Legal Cooperation, through the new European Directive "On the Measuring Devices" 75/33 EC.
- (2) The UK \_\_\_\_\_ Sh.a. defines the type, size, installment, supervision, replacement and removal of the water meter. The recommendation for the multi-floor buildings is to install group water meters in the ground floor and in a protected place that allows for an easy meter reading by the staff of the company, responsible for billing and maintenance. For reference, a technical scheme as required from this paragraph is contained in Annex 1.
- (3) In any connection point the UK \_\_\_\_\_ Sh.a. establishes its meter and closing valve. Exceptions from this rule are the multi-floor buildings, where any apartment should have a water meter defining the water consumption. The water meters and closing valve installed in facilities are in the ownership of the subject owner / apartment which is responsible for their maintenance. In apartments (of old building), the main water-supply column and the water meters shall be maintained from the multi-floor building co-owners, but they shall be subject of utility control regarding their service quality.
- (4) The customer shall immediately notify the UK \_\_\_\_\_ Sh.a. for any problem or defect in the water meters.
- (5) The useful life of a meter is 7-10 years, therefore, the customer, in cooperation with the utility changes it in exchange of the payment for the service provided by the company. The utility notifies the consumer a month in advance, based on the list of water meters drafted by it and updated through the billing and cashing office in years.

## **2.8 Special conditions of water supply to fire fighters**

- (1) The meter and the internal water-supplying system shall be administered by the household, public or private consumer.
- (2) The water user is obligated to undertake immediately measures for all eventual damages in the internal water-supply network.
- (3) The customer is entitled to ensure suitable installments, extensions, adaptations and maintenance of the internal water supply system.
- (5) The installments of the costumer shall meet the technical conditions to not have any impact on the water quality of the supply lines.
- (6) The connection of any kind of consumption equipment shall be borne on the customer.
- (7) UK\_\_\_\_\_ Sh.a. should verify the installation of the internal water-supply system infrastructure in the facility (including the pipelines and all the hygienic and sanitary units) prior to the approval of the water supply connection point.

## **2.9 The Customer and his Obligations**

- (1) Consumers of potable water are all the physical and legal persons that consume potable water and are subjects of the water supply contract with the UK\_\_\_\_\_ Sh.a., including:
  - Household consumers
  - Public entities
  - Private entities

The consumers are obligated to pay for the amount of consumed water, as per the delivery manner and quantity being delivered (with or without meters) with the fees approved as per their kind by ERRU.

- (2) The water supply from the UK\_\_\_\_\_ Sh.a. for the household and non-household customers is made pursuant to the sales contract (of water supply) bind between them.

The water supply contracts are signed only with the owners of the facilities. When the facility is co-owned, the water supply contract shall be signed between the authorized representatives. The co-owners shall be provided only with one supply line, and shall have a joint meter installed by the UK\_\_\_\_\_ Sh.a.
- (3) The customer does not have the rights to:
  - realize installment of the water supply connection line, or change its position.
  - supply third persons with potable water.
  - intervene or make connection in the water-supply system without a prior authorization by the UK\_\_\_\_\_ Sh.a.
- (4) The customer shall grant the inspectors of UK\_\_\_\_\_ Sh.a. access to the object to check the meter and other devices related to the internal water supply

system if they have an authorization attesting the identity of the UK\_\_\_\_\_ Sh.a representative.

- (5) No person should cause or allow breaking, damaging, defacing or hampering in any part of the water supply network. The customer should inform UK\_\_\_\_\_ Sh.a, if it remarks damage in the distribution network or in the connection of its object.

## **2.10 Special Conditions of Water Supply of Fire-fighting Brigades**

- (1) The right to take water from the public hydrants should be reserved to the public fire protection brigades upon a written agreement with UK\_\_\_\_\_ Sh.a, defining the rights and obligations of parties.
- (2) The new public and private household facilities shall all be supplied with fire extinguishing systems, not only in the corridors of the multi-floor buildings, but their design and implementation shall be made in full compliance with the Law no 8766, dated 5.04.2001 "On protection from fire and from explosions", as amended.
- (3) In cases of fire, instructions of the fire-fighter should be followed. In case of fire, the customers should put at the disposal of fire-fighters their private devices for fire extinction.

## **2.11 Potable Water Quality**

- (1) UK\_\_\_\_\_ Sh.a. takes measures for a regular control of water quality in its water supply system.
- (2) UK\_\_\_\_\_ Sh.a., to guarantee the potable water quality, makes daily analysis to certain points in the distribution network and periodical analysis in resources, according to an agreement with the Primary Health Care Directorate.
- (3) The limit physical and chemical indexes of drinking water shall be compliant to the CoMD no. 145, dated 26.02.1998, which is also the Albanian standard of the physical and chemical indexes of drinking water.
- (4) UK\_\_\_\_\_ Sh.a. chlorines the potable water, according to DCM No.145, date 26.02.1998.
- (5) UK\_\_\_\_\_ Sh.a. realizes the hygiene-sanitation protection of reservoirs, water depots and distribution network up to the user, according to the national potable water standard DCM No.145, date 26.02.1998 and the water quality recommendations from the World Health Organization.



## **2.12 Areas of water resources protection**

- (1) In order to preserve the source water quality, UK\_\_\_\_\_ sh.a. defines the zones of sanitary protection of the superficial or underground source. The limits of these zones and the rules to be followed for them should be compliant to the provisions of Law no 8093, dated 21.03.1996 "On the Water Reserves" and the hygiene-sanitation Rules on the potable water issued from the Ministry of Health.
- (2) The strict protected area fenced surround in a distance of 20 meters, which is strictly impassable includes the water wells, the water depots and the pumping station. Any kind of construction is prohibited in this area, except the ones indispensable for the water-supply needs.
- (3) The protected area no. 1 includes the protection for the water basin in a distance at least 200 m. Whatever industrial or agricultural activities using pesticides or other fertilizers, are prohibited in this area.
- (4) The protected area no. 2, surrounds the water basin in a distance 1500m. In this area are not allowed to have polluted areas from waste water or deposits of various residues, including the chemical residues. The urban waste water treatment plant should be planed outside this zone. Also the construction of the residences are not allowed in this surface/area protected.
- (7) The protected area no 3 is developed in the upper part of the resource. The rules mentioned for the area no 2 shall be applicable for this zone too.
- (8) The protected area no 4. Each construction to be made in this zone should by all means ask for a permit from the Municipality of other authorized bodies, including the opinion of a hydro-geologist.
- (9) Any source utilized for drinking purposes from public or private licensed companies should have a permit from the local government water basin authority.

## **3. Obligations, Payments, Contracts and Refund of Expenses**

### **3.1 Collection of Potable Water Obligations**

- (1) The water supply charges will be collected by UK ..... sh.a. The potable water charges shall cover the expenses for the operation and maintenance of the entire water-supply system from the source, including its modernization, network rehabilitation and extension, sinking funds and the creation of a reserve fund.

- (2) UK \_\_\_\_\_ sha can ask for the change of water fees for public consumption, approved by ERRU as frequently as they deem it reasonable. No fee or part of it can be modified more than once within a year. The procedure on changing the water tariffs for public consumption starts with the proposal of the UK \_\_\_\_\_ Sh.a, then these tariffs approved by the relevant municipality and/or commune councils by a decision, and shall afterwards be subject of approval by the WRA. The ERRU decision on the change of tariffs is published in the official journal.
- (3) The connection tariff payment with the public water supply system shall be applied made only once, while the tariff for e permanent consumption of the potable water shall be made pursuant to a monthly bill.
- (4) The drinking water consumption bill is an executive title, according to the Law no 8975, dated 21.11.2002 "On treatment of drinking water bills as an executive title", as amended, which, inter alia, defines that "the drinking water consumption bill, according to the model set by the Ministry of Finance, pursuant to Article 36 of the Law no 7928, dated 27.4.1995 "On the Value Added Tax", is an executive title and the bailiff office is charged with the execution of this authority".

### **3.2 The obligation to pay the fee of potable water supply**

- (1) All properties connected to the water-supply system are subject to potable water charge, in case they are used for individual consumption and production activities.
- (2) A person who is legal property owner at the date of notification to pay potable water charges is liable for payment of the duties. Alternatively the person holding the hereditary right of superficies is liable to pay potable water charges and duties in the event that the property is charged with a heritable building right.

### **3.3 Advance Payments**

- (1) In case of the public investments for new connection of the customers with the water supply distribution network UK ..... sh.a. may ask for advance payments from the customers for their contribution part which they have to pay.  
The advance payment is falling due at the date of starting the implementation, extension or rehabilitation of the system.

### **3.4 Tariffs on connection with facilities of FUP users**

- (1) For the determination of connection charges a strict and clear differentiation is required between the case that:
  - a) either a property will be connected for the first time to the public water-supply system, or
  - b) that an existing house connection in an already potable water area from UK \_\_\_\_\_ Sh.a., shall be re-connected to a newly constructed network.
- (2) Besides the defined one-time connection charges, charges for the permanent use of the water-supply system will be applied in line with paragraph 3.6.

**3.5 Tariffs for first time connection to the FUP system (The financial obligation for investments in the public area).**

- (1) The present paragraph covers the costs and respective charges for investments at water-supply in the public area, for the first-time connection of a plot of land to public water-supplying. Construction costs inside the private plot itself are excluded.
- (2) A first-time connection is required when a property in a public water-supply area covered with distribution network has been developed in a manner that applied the obligation for connection to the potable water supply system.
- (3) For the first-time connection of private properties to the potable water system the water-supply charges will be applied as lump sum. The levy for the implementation of a connection to public water supply system (covering materials, labor, installation and testing for the connection pipe) will be the subject of approval from the Supervisory Boards.

**3.6 Costs and Tariff for the Water Supply System Works on the Private Property** (the financial obligation for constructions in the private areas)

- (1) The UK \_\_\_\_\_ sh.a. will be responsible for the construction of the distribution network and connection pipes on the private properties in order to guarantee the required construction standard. However, their construction may be carried out by third parties, but the works shall be supervised by the UK \_\_\_\_\_ sh.a.
- (2) For laying of the distribution water supply network on a private property, the one seeking connection to the water supply public system is obliged to pay relevant expenses.
- (3) The private property owner is responsible for the operation and maintenance of the network within his property and its connection to the building.
- (4) The water supply contract for the new or reconstructed objects shall be deemed signed only after the client performs the internal 10 bar water pressure test. In the old systems, where the internal system does not meet the technical conditions, it is recommended that a pressure reduced gets installed after the non return valve to protect the internal water supply system. A report on the pressure trial should accompany the request of the object owner for the connection to this service, through the public company.

### **3.7 Kostot dhe tarifat per rilidhjen e pronave me rrjetin e ri te ujesjellesit**

- (1) In the case that a property is already connected to an old water supply network, which will be replaced by UK \_\_\_\_\_ sh.a. by a new water supply system, a re-connection of house connection pipes is indispensable.
- (2) For the re-connection to the pipe, the consumer shall pay the tariff calculated for the cost of used materials, including expenses for location of pipes, adopters, to the UK utility.

### **3.8 Payment Date**

- (1) The charges for connection to the public water supply system, as well as, the water supply charges (costs for the use for the water supply system) become due one month after official notification and issuing of the bill from the UK \_\_\_\_\_ Sh.a.

### **3.9 Approval of Potable Water Tariffs**

- (1) Generally all charges and tariffs for connection and usage of the public water supply system have to be approved by the municipal councils of the City or Commune and the Albanian Water Regulatory Entity. The charges have to be determined according to the methods established by the Albanian Water Regulatory Authority.
- (2) Tariffs approved by the Water Regulatory Authority become effective on the date mentioned in the relevant decisions and are made public in the official journal.

\*) **Note:** In general, the utilization charges are subject to approval by the municipal councils, and may be altered at any point in time according to the development of costs.

## **4. Water Supply Contracts**

### **4.1 Contract Types**

- (1) The following supply contracts are recognized: The permanent potable water supply contract and the temporary potable water supply contract. A temporary water supply contract is signed for the works in the construction site (the construction site supply) and for other temporary services such as fairs, campings and for houses that are rented for a short period of time.
- (2) In cases of emergencies or serious defects in the system, the UK \_\_\_\_\_ sh.a. shall supply for free the affected customers by tank-trucks.

### **4.2 Suspense of the Potable Water Contract**

- (1) In case the customer suspends his activity due to various reasons, and, consequently, does not need water supply during this time, he should go to the CRO of the UK \_\_\_\_\_ Sh.a. to suspend the Contract (by a verbatim report) for the time he does not get this service.
- (2) Immediately after the Verbatim Report is signed by the parties and once the obligations are paid, the UK \_\_\_\_\_ Sh.a. takes measures for suspending the customer water supply. When the customer does again resume his activity, he

goes to the CRO of the UK \_\_\_\_\_ Sh.a. to re-open the contract, paying to UK \_\_\_\_\_ sh.a. the expenses for re-connection and the related tariff for the time of contract suspension.

- (3) If the customer does not suspend the contract during the time he has suspended his activity, he is held responsible for any kind of consumption of water during his absence he is obligated to pay for the amount of consumed water.

#### **4.3 Change of the Customer**

- (1) In case a customer (old owner) transfers his property right to another customer (new owner), he should notify in written the UK \_\_\_\_\_ Sh.a. on the change and should end the contract. The contract with the old owner shall be terminated once he has paid all the due water charges and fees up to the moment of the termination of the contract.
- (2) In case the old owner does not pay his dues, legal procedures shall air against him, as stipulated in cases of non-payment of obligations to the UK \_\_\_\_\_ Sh.a.
- (3) The new owner is obligated to reach a new contract with the UK \_\_\_\_\_ Sh.a. If the new owner does not presented to sign the water-supply contract with the UK \_\_\_\_\_ Sh.a, the later cut off the water supply to the object. Once the new owner goes to re-connect the water supply service, the latter is obligated to pay the expenses for the re-connection to the water-supply service plus the expenses for the water supply consumption from the time the old owner has suspended the contract up to the time UK \_\_\_\_\_ Sh.a. realized the cut off of the potable water provision.

#### **4.4 Mospagimi per konsumin e ujit te pijshem**

- (1) The payment of monthly consumption should be performed by the costumer no later than the 28<sup>th</sup> day of the consequent month in the Office of Customer Relations (OCR) of the UK \_\_\_\_\_ Sh.a., or the physical or legal peson authorized by the UK \_\_\_\_\_ Sh.a. or the Municipality/Commune for the collection of the drinking water and waste water bill collection. If the monthly bill amount is not paid until the 28th of the successive month, the customer is entitled to pay an addition fee for the delay, equal to 0,5 percent to 10 percent of the bill amount for each delayed day. In case the payment is not affected within 30 days, the UK \_\_\_\_\_ Sh.a. cut off the water supply service. The expenses performed by UK \_\_\_\_\_ Sh.a, for the customer re-connection to the water supply network and are borne on the customer.

- (2) If the customer does not agree with the billed amount of water, he should submit a written request claiming his right to the CRO of the UK \_\_\_\_\_ Sh.a. until the end of the month from the day he has received the invoice. After this deadline the customer claims on subject are not considered.  
UK \_\_\_\_\_ Sh.a examined the submitted request within 10 days, verifying the amount of the billed water through comparing the tested meters.

#### **4.5 Infractions, Fines and Suspension of Water Supply**

##### **4.5.1 Interventions in the water-supply network, identification of connections and illegal use of water**

- An intervention in the water supply network is the case when the potable water user intervenes in the water supply lines, leading to spending of water, without a prior permit from the UK \_\_\_\_\_ Sh.a.
- Any kind of maneuvering in the water-supply network from persons that are not authorized from the UK \_\_\_\_\_ Sh.a. is prohibited. The ones violating the rules are sentenced with a fine, as per the provisions of the laws in power. Refer to the Law no 7697, dated 07.04.1993 "On the administrative contraventions", as amended and the CoMD no 236, dated 10.05.1993, "On the administration of the water supply for the household and non-household users", as amended, item 5.
- Interventions in the water supply network as well as the prior non-approved connections from the UK \_\_\_\_\_ Sh.a. are prohibited.
- Intervention in the meter and the damage of the seal on the water meter is prohibited.
- Building of objects over the potable water pipes is strictly prohibited.
- Use of potable water for car washing, irrigation of agricultural land, wetting the sidewalks and roads, technological needs that are not envisaged in projects and previously approved by UK \_\_\_\_\_ Sh.a. are strictly forbidden.

##### **4.5.2 Suspension of the Water Supply**

- (1) Supply with water is suspended to prevent an immediate risk to persons or network security and to eliminate the concerns in the water supply of other consumers, or affect the potable water quality.  
The UK \_\_\_\_\_ Sh.a. is entitled to the right of suspending the water supply in these cases:
- (a) In case of non-payment within the legal terms of the financial obligations deriving from the water-supply contract;
  - (b) In case the customer does illegally intervene in the water-supply system, being supplied prior to the meter installment, and/or manipulating the meter;
  - (c) In case the customer makes un-approved connections from the UK \_\_\_\_\_ Sh.a and causes damages of any kind to the water supplying system.

- (d) In cases of extraordinary situations, such as extreme draughts, and other similar instances, when the customer is obligated to not surpass the consumption norm made public in the media by UK \_\_\_\_\_ Sh.a.
  - (e) The consumer getting a social aid shall be provided with service by the utility by 20l/person per day, for free, and the utility shall install the meter for calculating the amount of water surpassing this limit, for which a payment shall be executed. The list of the favoured consumer shall be taken officially by the municipality/commune(s) of the utility service area.
- (2) In any case UK \_\_\_\_\_ Sh.a. suspends the potable water supply after notification of the customer, who is given the possibility to be heard for explanations. Upon the customer request, the UK \_\_\_\_\_ Sh.a. reconnects the service within 5 days after the customer has paid the due obligations to the UK \_\_\_\_\_ Sh.a. including all the expenses of the UK \_\_\_\_\_ Sh.a. for re-connecting the customer to the distribution network.

#### **4.5.3 Infractions and Offences**

- (1) Interventions in the water-supply network, non-approved connections from UK \_\_\_\_\_ Sh.a., damages of any kind to the water-supply system are regarded as administrative infractions and are sentenced with a fine of up to Lek 10.000 for the household costumers and up to Lek 50.000 for the non-household customers, as well as, the suspension of the water-supply service. The ones committing the infractions have to also pay the necessary expenses for bringing the damaged part in the previous situation. Refer to the DoCM no 236, dated 10.05.1993, "On the administration of the water supply for household and non-household users", as amended, item 5.

Against the offence given, a petitioner request may be addressed to the Executive Director of the UK \_\_\_\_\_ sh.a. within 15 days from the notification of the sentence. The decision of the Executive Director of UK \_\_\_\_\_ sh.a. is final. The interested party may address a complaint to the First District Court against the Director Decision.

- (2) "The intentional destruction or damage of the water-supply system and/or part of it is condemned with a fine or an imprisonment term of up to three years" (Article 159 of the Criminal Code). The criminal offence envisaged in Article 159 of the Criminal Code as intentional, by carrying out illegal active actions leading to the destruction that is in the total or partial damage causing in the temporary interruption of the water supply service.
- (3) Refer to the Article 159 of the Criminal Code, "distruction of the water-supply network"
- "The deliberate destruction or damage of the water-supply network is condemned by a fine or a term of imprisonment of up to 3 years. The connection of any other irregular intervention composes a criminal contravention and is condemned by a fine or a term of imprisonment of up to two years. "

**PART THREE**

**THE SEWERAGE SYSTEM REGULATION**



## **1.1 General**

- (1) No person shall break, damage, destroy, deface or tamper or cause or permit the breaking, damaging, destroying, defacing or tampering of:
  - a) Any part of the sewerage system; or
  - b) Any permanent or temporary device installed in the sewerage system for the purpose of measuring, sampling and testing of wastewater.
- (2) No work shall be carried out on any sewer other than by the authority of UK \_\_\_\_\_ sh.a.
- (3) UK \_\_\_\_\_ sh.a. shall have the power to stop and close up and prevent from discharging into the sewerage system, any private house connection, sewer or drain through which substances are discharged or into which substances are thrown, deposited, or supposed to be put, prohibited by this Regulation or which are liable to injure the sewers or obstruct the flow of sewage.
- (4) UK \_\_\_\_\_ sh.a. shall not cause any sewer to be closed up pursuant to this section unless the owner of the respective property is first notified and given an opportunity to be heard.

## **1.2 Connection of Users Properties**

- (1) Every property, which receives in general only one single connection to the public sewer system, shall be directly connected to a connecting pipe. The connection shall be separate from the connection of other properties. The same applies in case that UK \_\_\_\_\_ sh.a. has laid several separate connection pipes on a property for the connection of buildings which serve the temporary stay or permanent residence of persons.
- (2) In exceptional cases UK \_\_\_\_\_ sh.a. can allow for or request, that several properties be connected by one common connection pipe to the sewerage system, provided that sections of the connecting pipe being laid on private areas are secured by respective servitudes.
- (3) If a property, after its connection to public sewerage, will be subdivided into several individual properties, the Regulations as aforesaid still apply for every single plot.
- (4) Connecting pipes will be exclusively constructed, rehabilitated, renewed, modified, maintained or dismantled only by UK ..... sh.a.

- (5) Private sewerage systems consisting of tertiary sewers or house connection pipes on private plots will in general be re-connected or constructed by UK \_\_\_\_\_ sh.a. in order to keep the required construction standard. The construction of these pipes follows an application to be made by the discharger to UK \_\_\_\_\_ sh.a. In general UK \_\_\_\_\_ sh.a. may use third parties for the construction of tertiary sewers or house connection pipes on private plots respecting the procurement procedures established in the law in force. The execution of the works should be supervised by UK \_\_\_\_\_ sh.a.
- (6) The proprietor of a connection to the public sewer system has to financially contribute to its construction and shall bear the costs for all pipe and construction materials required. Moreover, he is responsible for the service, regular maintenance and repair of the system.
- (7) A Y connection is recommended as it has shown that it eliminates the number of manholes during the construction and the maintenance phase.

### **1.3 Servitudes**

- (1) In case that existing public primary or secondary sewers cross private areas, or new sewers have for technical reasons to be laid on private plots, respective servitudes have to be secured by UK \_\_\_\_\_ sh.a. on the private properties affected. Pipeline servitudes shall be registered in the cadastral register in order to guarantee access at any time to sewers and manholes on private area for construction, operation, maintenance and repair.
- (2) An individual servitude agreement between UK \_\_\_\_\_ sh.a. on the one hand, and the customer on the other hand, shall govern the details of the servitude and any compensation procedures, if applicable, case by case.

### **1.4 Obligation for Connection and Use of Waste Water Sewerage**

- (1) Every owner of a property, on which wastewater is being produced, is obliged to connect such a plot to the public sewerage system, provided that an operational collecting pipe is available adjacent to the plot and in case that UK \_\_\_\_\_ sh.a. has laid a connecting branch pipe from the collector to the property. If more than one connecting pipes have been laid by UK \_\_\_\_\_ sh.a. to serve the plot, it has to be connected as per the instructions given by UK \_\_\_\_\_ sh.a. The instruction whether and how a connection shall be executed, can be given by UK \_\_\_\_\_ sh.a. by means of a public notification.

- (2) Once the pre-conditions for the connection of house connections / private tertiary sewers to the public sewer system are fulfilled, i.e. the connection pipe and the revision chamber are in an operational state, UK \_\_\_\_\_ sh.a. will notify the property owner accordingly. Within one month after such notification the property owner shall allow for either the re-connection of existing house connection pipes or the construction of tertiary sewers / house connections pipes on his private area. The construction of such pipes on private area and their connection to the standard house connection revision chamber shall be executed by or on behalf of UK \_\_\_\_\_ sh.a.
- (3) Every discharger, provided that the conditions of subsection (1) apply, is obliged to convey the sewage to the public sewerage system.
- (4) Both the connection of a property as well as the discharge of sewage may only be effected based on a permission given by UK \_\_\_\_\_ sh.a.. In particular cases such permission may be restricted or modified for technical or environmental reasons.
- (5) With regards to all the new urban waste water systems, they should be designed and built apart from the rain waters, so as to eliminate the negative impacts on the urban waste water treatment plants which are to be built in the future.

## **1.5 Collection and transportation of storm water system**

- (1) In case the drainage of properties and private sewerage system are not part of the services titles to be provided by UK ..... sh.a., the subject in charge of these facilities (public or private) should comply national with the current building Regulations as well as with the provisions laid down in the water law. Construction, installation and repair works at estate drainage utilities are to be carried out by accredited contractors from the public utilities in charge with these services.
- (2) The level of backed-up water corresponds to the ground level. Every property owner and discharger has to secure by himself his property connected against sewage backflow from the sewerage system by adequate measures (e.g. backflow trap, non-return valve).

## **1.6 Individual waste water treatment systems in residential areas**

- (1) In general, local individual wastewater treatment systems (septic tanks, cess pits, French drains) on private properties are only permitted in residential areas where no public sewerage system is available.
- (2) Individual wastewater treatment systems have to be built and operated by the property owner on his own costs in the event that either only pre-treated sewage is allowed for discharge into the sewer system, or the plot on which wastewater is generated cannot be connected to public sewerage.

- (3) The discharge of storm water or uncontaminated water into individual wastewater treatment systems is not permitted.
- (4) All individual wastewater treatment systems have to be maintained and emptied regularly. Collection and disposal of fecal sludge from local onsite wastewater treatment facilities, as long as it originates from domestic sewage, shall be carried out only by UK \_\_\_\_\_ sh.a. The UK \_\_\_\_\_ sh.a. may authorize third parties licensed on the matter with the clearance of individual sewage disposal systems.
- (5) Local individual wastewater treatment systems on a property have to be mothballed as soon as the sewerage system allows its connection and thus the orderly disposal of the sewage generated on the property.
- (6) The urban waste water treatment plant should foresee and realize establishment of a collection unit to deposit the waters of the septic holes produced by individual consumers, which are in the area of the UK \_\_\_\_\_ utility, but which are to be connected to the centralized sewage system.

## **1.7 General Conditions for Discharge of the wastewater to the Public Sewerage Systems**

### **1.7.1 Discharge of Wastewater or Liquids**

- (1) No wastewater or waste may be discharged into the public sewer system, which
  - impedes the operability of the sewerage systems or the state of its structures
  - jeopardizes the operational staff during operation and maintenance of the sewer system
  - impairs the wastewater treatment process or the utilization / disposal of sewage sludge
  - is harmful to the environment or has a negative impact on the effluent or the quality of the receiving water bodies

Only fresh raw sewage or wastewater which complies with the requirements defined under paragraph 2.7.2 is permitted for discharge into sanitary sewers.

### **1.7.2 Discharges to the Public Sewer Systems**

- (1) No person shall discharge matter of any type or at any temperature or in any quantity which may be or become a health or safety hazard to a sewerage system's employee, or which may be or may become harmful to a sewerage system, or which may cause the sewerage system effluent to contravene any requirements of any applicable national legislation, or which may interfere with the proper operation of a sewerage system, or which may impair or interfere with any sewage treatment process, or which is or may result in a hazard to any person, animal, property, or vegetation.

Waste or matter which may clog sewers, generates poisonous, foul smelling or explosive gases or vapors, or which corrodes construction and installation materials, are not allowed for discharge into the sewerage system.

No person shall discharge or release into any sanitary sewer any of the following:

- a) Matter of a type or quantity that has or may emit a toxic or poisonous vapour or a chemical odour that may interfere with the proper operation of the sewerage system, constitute a hazard to humans, animals or property, or create any hazards or become harmful in the receiving waters of the sewerage system
- b) Noxious or malodorous gases or substances capable of creating a public nuisance except human wastes, including, but not limited to, hydrogen sulphide, carbon disulphide, other reduced sulphur compounds, amines and ammonia
- c) Debris, solid waste, glass, sand, potter clay, mud, pomace, distiller's wash, yeast, ashes, cinders, bristle, leather, fibres, plastics, rags, textiles, feathers, straw, metal, wood, shavings, or other solid or viscous substances capable of causing obstruction to the flow of sewers or other interference with the proper operation of the sewage system
- d) Synthetic resin, varnish, bitumen and tar or emulsions thereof; liquid solids which may harden; cement, mortar, lime hydrate
- e) Wastewater which consists of two or more separate liquid layers
- f) Liquid manure, sullage, dung, seepage from silage, draff, laitance, marc
- g) Paunch manure or intestinal contents from horses, cattle, sheep or swine, blood, hog bristles, pig hooves or toenails, animal intestines or stomach casings, bones, hides or parts thereof, manure of any kind, poultry entrails, heads, feet or feathers, eggshells, fleshing and hair resulting from tanning operations.
- h) Animal fat or flesh in particles larger than will pass through a 0.63 mm screen; Wastewater containing fish offal
- i) Gasoline, benzene, naphtha, fuel oil or other flammable or explosive matter or wastewater containing any of these in any quantity
- j) Waste which, either by itself or upon the reaction with other material, becomes highly coloured
- k) Wastes containing herbicides, pesticides or xenobiotics including, but not limited to, polychlorinated biphenols (PCB's)
- l) Acids and bases, chlorinated hydrocarbon, phosgene, hydrogen cyanide and hydrazoic acid and their salts, or any other toxic matter
- m) Pathologic wastes
- n) Contents of chemical toilets
- o) Atomic wastes and radioactive materials
- p) Sewage containing dyes or colouring materials which pass through a sewage works and discolour the sewage works effluent

- q) Matter of any type which may cause the sludge from the sewage treatment system to fail to meet the criteria relating to contaminants for spreading the sludge on agricultural lands, under the Albanian guidelines for sewage sludge utilization on agricultural lands
  - r) Stormwater, water from drainage of roofs or footing drains or land, or water from a watercourse or uncontaminated water
  - s) Wastewater of which the BOD<sub>5</sub> exceeds four hundred (400) milligrams per litre
  - t) Wastewater containing more than four hundred (400) milligrams per litre of suspended solids
  - u) Wastewater of which the COD exceeds one thousand (1000) milligrams per litre
  - v) Wastewater containing more than one hundred (100) milligrams per litre of fat, grease, or oil, and in the case of mineral oils, in concentrations exceeding fifteen (15) milligrams per litre
- (2) The presence in wastewater of any one of the matters specified in the above subsection (1) in a concentration in excess of its limits constitutes a separate offence. Compliance with any limits is not attainable simply by dilution.
  - (3) The discharge of condensate is only permitted if the discharger can provide evidence, that the condensate is free of hazardous matter and does not exceed the limit values valid for communal wastewater.
  - (4) The connection of disintegration facilities for solid waste, steam pipelines, steam boilers, or the discharge of cooling water is not permitted.
  - (5) Properties whose sewage contains matters prohibited for discharge to the public sewer system (e.g. gasoline, oils, fats, farina) have to be equipped by the discharger with separation facilities for the orderly retention of such ingredients. The same applies to properties on which such hazardous matter is stored, processed, or traded. The diversion of sewage from such properties into the public sewerage system is only allowed, once such separation facilities are installed and their proper operation is ensured.
  - (6) The terms of this Regulation are also applicable, if discharges from properties not being connected do not occur permanently, but are carried out temporarily by mobile sewage sources.
  - (7) Discharge of groundwater to the sewerage system is fully forbidden. As long as drainage pipes were connected earlier to the public sewerage system by authorization of the UK \_\_\_\_\_ sh.a. before this present Regulation became effective, such drainage pipes have to be disconnected again and shall be reconnected to the public storm water system. The same applies to roof drains and surface water drainage pipelines.
  - (8) No person shall connect a sump pump to a sanitary sewer. In such a case, it is a must that the consumer officially notifies the utility and receives a special formal note by the latter.

### **1.7.3 Discharges to Stormwater Sewers**

- (1) Except as otherwise provided in this Regulation, no person shall discharge, release, place or cause to be placed, any substance other than storm water or uncontaminated water into a storm sewer.

### **1.8 Particular Discharge Requirements for private and/or state enterprenuarship Wastewater**

- (1) For the discharge of wastewaters originating from commercial enterprises, industries or the like (e.g. hospitals), the limit values or concentrations limits shown in the Table Nr. 1 (Annex II) have to be met. In individual cases UK \_\_\_\_\_ sh.a., or the National Water Authorities may enact even stricter limits for the discharge to the public sewerage system.

For the determination of the physical and chemical parameters of wastewater, the analysis methods as specified:

- a) The Albanian national standards on drinking water and waste water, according to the Law no 9115, dated 24.07.2003 "On the environmental treatment of waste water", and the
  - b) national regulation, DoCM no 177, dated 31.03.2005 "on the norms allowed for discharges and zoning criteria on the receiving water environment", which allows for the standards allowed in various industry and the quality of urban water after the treatment. This regulation is based on the respective guidelines of the European Union, in particular, 91/271/EEC. Setting of the sensible zones and of the less sensible zones is regulated by the Article 14 of the Law no 9115 and the Annex 5 of the DoCM no 177. Further extension of this issue is subject of discrepancy of the Council of Minister.
- (2) In particular cases
- a) UK \_\_\_\_\_ sh.a. may stipulate limit values for physical or chemical parameters not listed in the item 2.8, subsection (1) above
  - b) higher, and thus less strict, limit values may be accepted provided that harmful matters or properties of the sewage within such limits are acceptable for the sewage treatment work and its operational staff. However, such higher values are subject to revocation at any point in time.
  - c) lower concentration limit values or pollutant loads limits may be fixed by UK \_\_\_\_\_ sh.a., to avoid in particular for:
    - compromising of the sewerage system, of the wastewater treatment plant and of the operating personnel;
    - impairment of the usability of the sewage works;
    - worsening of the wastewater treatment process or of the utilization of sewage sludge.

- (3) The targeted dilution of sewage in order to comply with any of the above limits is not acceptable
- (4) Peak sewage flows and loads discharged from a property in an intermittent manner, i.e. due to operational, technical or processing reasons, may lead to extraordinary hydraulic loads or pollution loads to the sewerage system and to the wastewater treatment plant. In order to avoid such peak loads, UK \_\_\_\_\_ sh.a. can ask for storage and buffering of sewage on the property to achieve an equalized discharge to the sewerage system. The cost for the implementation of such a storage system shall be borne by the discharger.
- (5) A discharger may be requested to keep a diary for the record of his wastewater production data. In parallel, the UK \_\_\_\_\_ utility shall keep a register with assessment of these discharges in years. The wastewater generation on the respective plot shall be recorded with regard to quantity, characteristic and quality.
- (6) Wastewater, which does not meet the requirements stipulated above and may not be discharged into the public sewerage system, has to be retained and disposed in a legal and authorized manner.

### **1.9 Monitoring of Discharges**

- (1) UK \_\_\_\_\_ sh.a., or third parties acting their behalf, monitor the discharges from commercial and industrial dischargers. The monitoring of commercial and industrial discharges will be carried out at the expense of the discharger. On behalf of UK \_\_\_\_\_ sh.a. an assigned licensed and state-approved laboratory for water and sewage may carry out the discharge monitoring, if required.
- (2) The monitoring of discharges originating from commercial and industrial dischargers carried out by UK \_\_\_\_\_ sh.a. takes place independently from any self-monitoring, which may be requested by the National Albanian Water Authorities as the institution of public health etc.
- (3) Monitoring of discharges is guided by the limit values specified under section 2.8 paragraph (1) or, if applicable, by any specific concentration limits defined in the discharge permit issued by UK \_\_\_\_\_ sh.a. and/or the Albanian Water Authorities. As a rule monitoring will be performed at least once in a year.
- (4) In case that the results of previous investigations indicate exceeding of the relevant limit values, UK \_\_\_\_\_ sh.a. may intensify the discharge monitoring and the time intervals for sample taking and effluent analysis.
- (5) Any expenditures resulting from discharge monitoring have to be reimbursed to UK \_\_\_\_\_ sh.a. by the discharger in full. At least one month after official notification and submission of the laboratory test results, the discharger has to refund the incurred cost to UK \_\_\_\_\_ sh.a..



- (6) For the purpose of the administration of this Regulation, the person in charge from UK \_\_\_\_\_ sh.a. may, upon presentation of his identification evidence, enter any industrial premises and have free unimpaired access, to observe, to measure the flow of wastewater to any sewer and to collect any samples required at reasonable times upon reasonable notice.

### **1.10 Sampling and Analysis**

- (1) The owner or operator of industrial premises with one or more connections to the sewerage system shall install and maintain in good repair in each connection a suitable manhole to allow observation and sampling of the wastewater and measurement of the flow of wastewater therein. Provided that installation of a manhole is not possible, an alternative device or facility may be used as a substitute with the written approval of UK \_\_\_\_\_ sh.a.
- (2) The manhole or alternative device shall be located on the property of the owner or operator of the premises, unless UK \_\_\_\_\_ sh.a. have given written instruction or approval for a different location.
- (3) Every manhole, device or facility installed as required by subsection (1) shall be designed and constructed in accordance with good engineering practice and the requirements of UK \_\_\_\_\_ sh.a., and shall be constructed and maintained by the owner or operator of the premises at his expense.
- (4) The owner or operator of industrial premises shall always ensure that every manhole, device or facility installed as required by subsection (1) is at all times accessible for purposes of observing and sampling the wastewater and measuring the flow of wastewater therein.
- (5) For the method of sample taking, for sewage analysis in order to determine the characteristics or contents of the wastewater, and for monitoring purposes, the following requirements shall be adhered to:
- a) A minimum of five (5) qualified grab samples shall be taken, each one at different days, in any one (1) year period.
  - b) Qualified grab samples shall be taken for monitoring purposes. A qualified grab sample shall consist of five (5) individual grab samples, collected in a period of two hours at the most, but at an interval of at least five minutes for each single grab sample. The qualified grab sample is the composite sample of the five individual grab samples taken.
  - c) Unless in individual cases other procedures are agreed with commercial or industrial firms, a fixed limit value is considered to be met, provided that in at least four (4) cases of the last five (5) examinations the results do not exceed the limit values ("4 of 5 rule"). Moreover no single result shall exceed the limit value by 100% or more.
  - d) The sample may contain additives for its preservation and may be collected manually or by using an automatic sampling device.
  - e) Analyses shall be conducted separately on each day's qualified grab sample.

- f) Except otherwise specifically provided in this Regulation, all tests, measurements, analyses and examinations of wastewater shall be carried out in accordance with the standard methods.
  - g) For each of the metals whose concentration is limited in this Regulation, the analysis shall be for the quantity of total metal, which includes all metal, both dissolved and particulate
- (6) UK \_\_\_\_\_ sh.a. may from time to time conduct such tests as deemed necessary at the manhole, or may enter the industrial premises and conduct the tests as deemed necessary.
- (7) In justified cases UK \_\_\_\_\_ sh.a. may request the permanent installation of an automatic wastewater sampling device at a location to be defined by them. UK \_\_\_\_\_ sh.a. will furthermore determine the technical requirements for the wastewater sampling taking device. The costs for the installation and operation of the sampling device shall be borne by the discharger. UK \_\_\_\_\_ sh.a. may request the installation and operation of online measurements and of continuous data loggers (e.g. for measurement of pH, temperature, COD, wastewater flow quantity etc.).

Moreover, UK \_\_\_\_\_ sh.a. may specify access to the automatic sampling device by its staff at any point in time, even in periods of temporary shut-down of the activities of the commercial / industrial enterprise.

## **2 Obligations, Payments and Refund of Expenses**

### **2.1 Collection of Wastewater Obligations**

- (1) The charges for the collection and disposal of municipal, commercial and industrial wastewater will be collected by UK \_\_\_\_\_ sh.a. The tariff for collection, removal and processing of waste water for public consumption shall cover the reasonable costs of offering an effective service for collecting, removing and processing waste water, including the possibility of ensuring a profit on the investment, which is sufficient for improving the capital and for new constructions.
- (2) While the one-time collection of the connection charge shall be paid based on an individual invoice, the payment of the cost for the permanent usage of the sewerage system shall be an integral part of the water bill.
- (3) UK \_\_\_\_\_ sha can ask for the change of tariffs of collection, removal and processing of waste water, approved by the ERRU, as frequently as they see this reasonable. No tariff or part of it can be modified more than once within one year. The procedure for changing the waste water collection, removal and processing tariff is launched upon a proposal by the UK \_\_\_\_\_ Sha, is followed by an opinion by the local government units and ends with the final approval of fees by the ERRU. The ERRU decision on tariff changes is published in the official journal.
- (4) Upon the UK sh.a. transfer to the local government, the urban sewage service as well as the rain water service are recommended to be carried out by the UK \_\_\_\_\_ sh.a., which can also apply a service tariff for the rain water system to the ERRU.

## **2.2 Issue of Obligations and Tariffs for Waste Water**

- (1) All properties connected to the sewerage system are subject to wastewater charge, provided that they are built-up, and/or that they are used for commercial or industrial purposes, or if they are used in such a way that wastewater is generated thereon.
- (2) In general, the obligation to pay wastewater charges starts with the actual completion of the sewerage system, or of parts thereof.
- (3) In case that properties are not built-up and/or used for commercial or industrial reasons at the date of completion of the adjacent sewerage system, the obligation to pay wastewater charges only becomes effective once the property is developed or used for manufacture, commercial or industrial utilization, etc., resulting into the generation of sewage.

## **2.3 Obligation for Tariff Payment of Wastewater Sewerage**

- (1) A person who is legal property owner at the date of notification to pay wastewater charges is liable for payment of the duties. Alternatively the person holding the hereditary right of superficies is liable to pay wastewater charges and duties in the event that the property is charged with a heritable building right.

## **2.4 Advance Payments**

- (1) UK \_\_\_\_\_ sh.a. may ask for advance payments in the order of the charges applicable for connection to the public sewerage system. The advance payment is falling due at the date of starting the implementation, extension or rehabilitation of the sewerage system.

## **2.5 Tariff for connection with properties users**

- (1) For the determination of connection charges a strict and clear differentiation is required between the case that:
  - a) either a property will be connected for the first time to the public sewerage system, or
  - b) that an existing house connection in an already sewer catchments area shall be re-connected to a newly constructed sewer network.

Besides the one-time connection charges defined under the present paragraph 3.5, charges for the continuous use of the sewerage system will be applied in line with paragraph 3.6.

### **2.5.1 Tariff for the first time connection to the public sewerage system (Financial obligation for investment in public area)**

- (1) The present paragraph covers the costs and respective charges for measures at sewers in the public area, as required for the first-time connection of a plot of land to public sewerage. Construction measures on the plot itself are excluded.
- (2) A first-time connection is required under the following circumstances
  - a) a property in a sewer catchments area has been developed in a manner that the obligation for connection to the sewerage system and its use as defined under paragraph 2.4 becomes applicable
  - b) a property in a previously un-sewer catchments area, using on-site waste water disposal facilities, has to be connected because a newly constructed public sewerage system is now available, and hence an on-site disposal not any longer permissible
- (3) For the first-time connection of private properties to the sewerage system the wastewater charges will be imposed on a lump sum basis. The levy for the implementation of a connection to public sewerage (covering materials, labour, installation and testing for the connection branch pipe and the house connection revision chamber on public area) will be the subject of approval from municipalities and/or commune councils.\*)

There are not included in the lump sum charges for the first-time connection the costs for the construction of house connection pipes or local tertiary sewer networks on the private area itself. Such cost and charges will be applied according to the following paragraph 3.5.2.

### **2.5.2 Costs and Tariffs for the Sewerage Pipes Works on the Private Property (Financial obligation for construction in private areas)**

- (1) In general, UK \_\_\_\_\_ sh.a. will be responsible for the arrangement of the construction of tertiary sewers or house connection pipes on the private properties as well, in order to guarantee the required construction standard. However, the construction of such tertiary sewers or house connection pipes may be carried out by third persons on behalf of UK \_\_\_\_\_ sh.a. The contribution of UK \_\_\_\_\_ sh.a. to these construction works will comprise labour, plant and coordination and supervision of the works.
- (2) For laying of the tertiary sewer pipes / house connection pipes on a private property, as specified under subsection (1) above, the property owner and discharger is obliged to defray the material cost for the pipe works.
- (3) Prior to the start of the connection works, UK \_\_\_\_\_ sh.a. may request an advance payment to the cost amount defined under section 3.5.2 (2).
- (4) The private property owner is responsible for the operation and maintenance of house connection pipes and tertiary sewers on his property area.

\*) **Note:** Connection tariffs are subject of an approval by the municipality and commune council and the ERRU, and can be changed at any time compliant to the cost change.

### 2.5.3 Cost and Tariff for the Re-Connection of Properties to new Public Sewerage systems

- In the case that a property is already connected to an old sewerage network, which will be replaced by UK \_\_\_\_\_ sh.a. by a new sewer system, a re-connection of house connection pipes is indispensable.

Eventually new tertiary sewers have to be laid on private properties in addition to adapt the private sewage drainage system locally to the new public sewer system. For this scenario the following applies:

- A lump sum connection fee as per paragraph 3.5.1 will not be levied by UK \_\_\_\_\_ sh.a..
- (2) The expenses for the construction of connecting branch pipes and the house connection revision chambers, as required for the connection of a property, will be borne by UK \_\_\_\_\_ sh.a..
  - (3) In accordance with paragraph 3.5.2 UK \_\_\_\_\_ sh.a. will arrange for the re-connection and rehabilitation of house connection pipes and tertiary sewers on the private properties. Inter alia, the contribution of the UK \_\_\_\_\_ sh.a. to such sewerage works will consist of provision of plant and labour, and of coordination and supervision of the works. In this way the required technical standard for the pipe works shall be maintained.
  - (4) For the re-connection or the rehabilitating of house connection pipes / tertiary sewer pipes on private property, as specified under this paragraph 3.5.3, the property owner shall bear the material cost for the pipe works.
  - (5) For the re-connection and rehabilitation of the pipes in the household connection/tercial sewage network that is in a private property, as specified in this paragraph 3.5.3, it is the owner that shall pay the costs for pipe-related works.

### 2.6 Costs and Tariff for the Use of the Sewerage System

- UK \_\_\_\_\_ sh.a. collects charges in order to cover the expenses for the collection, transport, purification and discharge of
  - (a) Wastewater
  - (b) Fecal sludge from small individual wastewater treatment plant (Sewage from septic tanks, cess pits, pit latrines etc.)

The wastewater charges shall cover the expenses of UK \_\_\_\_\_ - sh.a. being incurred for the operation and maintenance of the entire sewage disposal system, comprising the sewerage system and the wastewater treatment plant. They shall be exclusively collected to cover the costs for operation, maintenance, rehabilitation, and depreciation of the sewerage system, as well as for creation of reserves.

- The collection, removal and processing tariff of waste water deriving from public consumption shall be calculated according to the fee calculating methodology, defined by the Water Regulatory Authority. The procedure to set the fee starts

with the proposal from the licensed person, issuing of an opinion from the local government units and ends with the final tariff approval by the Water Regulatory Authority. The ERRU decision on the tariff change is published in the official journal.

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- UK \_\_\_\_\_ sha can ask for the change of the collection, removal and processing tariff of waste water, approved by the ERRU, as frequently as it judges it reasonable. No fee or part of it can be modified more than once within one year. The procedure for changing the waste water collection, removal and processing tariff is launched upon the proposal of the UK \_\_\_\_\_ Sha, followed by an opinion by the local government and ends with the final approval of tariffs from the ERRU. The ERRU decision on changes of tariffs is published in the official journal.
- The basis for the imposition of charges for discharge of **communal wastewater** into the public sewerage system is the fresh water consumption on the respective property.  
The wastewater charges for communal wastewater will be invoiced jointly with the monthly bill for potable water by UK \_\_\_\_\_ sh.a.

The basis for the imposition of charges for discharge of **industrial wastewater** is the fresh water consumption on the respective property connected under consideration of the pollution load. Generally, the pollution load shall be determined by qualified grab samples in compliance with subsection 2.10. The relevant parameter is the chemical oxygen demand COD of the homogenized sample, prior to decanting.

## 2.7 Setting of consumption of billed drinking water

- (1) The freshwater consumption subject to wastewater charges is the sum of the following water quantities:
  - a) potable water from public water works (as recorded by water meter readings), and
  - b) service / process / potable water withdrawn from sources of own water supplies (i.e. springs, wells, open river courses)
- (2) The fresh water consumption from sources of own water supplies as defined under subsection (1) b) shall be either determined from proven water meter recordings, or based on other perusable evidence (certificates, expert's reports). If no such evidence is available, UK \_\_\_\_\_sh.a. may estimate the water amount supplied from own water supplies.
- (3) Those portions of the freshwater consumption, being subject to wastewater charges, which are not discharged to the public sewerage system, may be omitted from the determination of the wastewater charges to be imposed. The exemption from wastewater charges of these freshwater quantities has to be officially applied for by the discharger. Furthermore, the discharger has to give proof of the fresh water quantities, which are not diverted to the canalization.  
  
Such proof has to be substantiated by the recordings of a private water meter. Otherwise, i.e. in case that water quantity measurements are not at hand or impossible, evidence shall be provided by comprehensible documents (e.g. expert's reports), which allow a reliable estimation of such water quantities.
- (4) In the event of illegal discharge of wastewater into the public sewerage system, the wastewater quantity shall be assessed by UK \_\_\_\_\_sh.a.

## **2.8 Costs for the Disposal of septic tanks Sludge**

- (1) The basis for the imposition of charges for the collection and disposal of faecal sludge from septic tanks or sewage collected in cess pits is the quantity of such matter collected by UK \_\_\_\_\_ sh.a. The collection will be carried out on demand by the UK \_\_\_\_\_ sh.a. sludge suction truck, or by private commercial enterprises being assigned with the collection of sludge and wastewater on behalf of UK \_\_\_\_\_ sh.a.

The costs per m<sup>3</sup> for the collection and disposal of fecal sludge from septic tanks or sewage collected in cess pits using a suction pipe with a length up to or more than 20 m will be the subject of approval from municipalities and/or commune councils and the WRA.\*)

## **2.9 Payment Date**

- (1) The charges for connection to the public sewerage system as well as the wastewater charges for the discharge and treatment of wastewater (costs for the use for the sewerage system) become due one month after official notification and issuing of an invoice.
- (2) The charges for the collection and disposal of sewage sludge and wastewater collected from on-site disposal facilities are payable with their collection. Payment is due one month after official notification and issuing of an invoice.

## **2.10 Approval of Wastewater Tariffs**

- (1) Tariffs for the first time connection to the water supply and sewage system and the waste water treatment and sludge removal plants from the individual plAnts of waste water treatment are calculated by the UK \_\_\_\_\_ sh.a. as a fix amount and are approved by the Supervisory Council of the utility.

The procedure for setting the public system use tariffs for the waste water treatment plants and the tariff on the sludge removal from the individual waste water treatment plants is launched by a proposal of UK \_\_\_\_\_ sh.a. is followed by an opinion of the local government unit and ends with the final approval of tariffs by the ERRU.

- (2) The approved fees become effective on the relevant date and are published in the official journal.

## **3. General Obligation of Notification, Access to Properties, Stoppage of Operation, Spills, and Offenses**

### **3.1 General Obligation of Notification**

- (1) Changes concerning the ownership of a property respectively the building lease have to be communicated to UK \_\_\_\_\_ sh.a. by both the previous and the actual owners or leaseholders.
- (2) Any discharger, who intends to carry out any modification at his private sewerage system, is obliged to inform UK \_\_\_\_\_ sh.a. accordingly and shall forward a request for approval.
- (3) Any person discharging commercial or industrial wastewater, or wastewater with similar characteristic, is obliged to provide the UK \_\_\_\_\_ sh.a. on their request with any relevant information, such as wastewater origin, wastewater

production, wastewater quantity respectively quality and the like. UK \_\_\_\_\_ sh.a. may request the discharger to complete a questionnaire in writing within a specified deadline.

### **3.2 Access to Properties**

- (1) Any proprietor of a public sewer system connection and any discharger shall grant the inspectors of UK \_\_\_\_\_ sh.a. access to the wastewater facilities, provided that on request of the property owner they have proven their identity. Access to private tertiary sewerage systems, house connections, revision chambers, connection pipes, measurement devices, measuring instruments, sampling apparatus, as far as required for the technical inspection of such technical installations, reading of meters, or for exercising the legitimate interests and duties under this Regulation, shall be made possible at any reasonable point in time.

### **3.3 Obligation in case of Operation Stoppage**

- (1) UK \_\_\_\_\_ sh.a. are liable for damages from operational breakdown of the public sewerage system, as far as the damage is a result of intent or gross negligence. For bodily injury resulting from the said above, UK \_\_\_\_\_ sh.a. are responsible in case of intent or negligence. Each owner of a connection with the public sewage system and each discharging subject shall provide access to the technical staff of the UK \_\_\_\_\_ sh.a. to the components of the waste water system, and the former should appear by providing evidence of their identity. Access to the tertiary sewage system, connections of the discharging entity, control panel, connection pipes, measuring devices, measuring units, equipment for receiving samples, if the technical inspection of such technical installations is required, reading of meters, or the other tasks and legal obligations deriving from this Regulation, shall be enabled at any suitable moment of time.

### **3.4 Spills Without Rate**

- (1) Every person who discharges or deposits or causes or permits the discharge or deposit of any matter in any sewer that in nature or quantity is not in the ordinary course of events, shall forthwith notify the Municipality of \_\_\_\_\_/ \_\_\_\_\_ Commune.
- (2) For any of the discharges in subsection 4.4 (1) for which the person is required to forthwith notify UK \_\_\_\_\_ sh.a., the notification shall include the following information:
  - a) Name of the discharger / utility and the address and location of spill;
  - b) Name of person reporting the spill and telephone number where that person can be reached;
  - c) Time of the spill;
  - d) Type and volume of material discharged and any associated hazards; and
  - e) Corrective actions being taken to control the spill
- (3) Within five (5) days following a spill, the person shall submit to UK \_\_\_\_\_ sh.a. a detailed written report describing the cause of the spill and the actions taken or to be taken to prevent a recurrence.



### 3.5 Offenses

- (1) Any person acts improperly who contravenes by intent or negligence against any of the requirements listed below:
- a) Persons who do not connect a property in an orderly manner to the sewerage system (§ 2.4 (1))
  - b) Persons who do not discharge their sewage to the public sewerage system, although a connection is available (§ 2.4 (3))
  - c) Persons who connect a property to the public sewerage system or who discharge sewage into it without prior permission (§ 2.4 (4))
  - d) Persons who implement, operate and maintain private estate drainage facilities which do not comply with the current building Regulations (§ 2.5 (1))
  - e) Persons who do not install and operate onsite wastewater treatment facilities in the situations defined under § 2.6 (1)
  - f) Persons who discharge storm water or uncontaminated water into the sewerage system (§ 2.6 (3))
  - g) Persons who do not address the UK \_\_\_\_\_ sh.a for disposal of fecal sludge or sewerage from local individual wastewater treatment plants (§ 2.6 (4))
  - h) Persons who do not mothball onsite wastewater treatment plants, although connection of the plot to the public sewerage system is possible or realized (§ 2.6 (5))
  - i) Persons who discharge wastewater or waste into the public sewerage system, which is not permitted for discharge for the reasons specified under § 2.7.1
  - j) Persons who discharge one of the matters of the types listed under § 2.7.2 (1)
  - k) Persons who connect one of the facilities listed under § 2.7.2 (4) to the public sewerage system.
  - l) Persons who do not install and operate separation facilities in the cases specified under § 2.7.2 (5)
  - m) Persons who discharge groundwater into the sewerage system (§ 2.7.2 (7))
  - n) Persons who discharge commercial or industrial wastewater which exceeds the limits stipulated in § 2.8 (1)
  - o) Persons who dilute wastewater in order to meet the limit values and limit concentrations applicable for commercial and industrial wastewater (§ 2.8 (3))
  - p) Persons who do not keep a diary for the record of their wastewater production data (§ 2.8 (5))
  - q) Persons who do not reimburse to the UK \_\_\_\_\_ sh.a. the costs for discharge monitoring, wastewater sampling and testing as requested by (§ 2.9 (5)) within the period of one month.
  - r) Persons who do not install and operate an automatic wastewater sampling device as requested under § 2.10 (8)
  - s) Persons who do not comply with their general duties for notification as requested by § 4.1 (1 and 2)

- t) Persons who do not fully, timely or in the required form, provide of the UK \_\_\_\_\_ sh. with the information as requested by § 4.1 (3)
  - u) Persons who refuse access to properties for the purposes as specified under § 4.2 (1)
- (2) Any person who is guilty of one of the offenses specified under subsection 4.5 (1) is liable on conviction to a penalty. The degree of the sentence will be inflicted in line with the present Albanian legislation for the administrative infractions, penal, as well as with the Council of Ministers Decision considering the water bill as an executive title.
- The fine shall clearly exceed the benefit in money's worth the offender has taken from his criminal offence. In case that the penalty ceiling amount is not sufficient to comply with this requirement, it can be increased.
- (3) Against the sentence given by the administrative organ, a petitioner request may be addressed to the District Court within 5 days from the publishing of the sentence.

Rregullorja e mesiperme u miratua ne nje mbledhje te thirrur nga Asambleja e Aksionereve \_\_\_\_\_mbajtur me date .....

**KRYETARI I ASAMBLESE SE AKSIONAREVE**

**Sh.a. U-K\_\_\_\_\_**

## **FOURTH PART**

### **ANNEXES**

## **ANNEX I**

### **Drinking Water Roof Tanks**

- (1) In case the customer requires a higher pressure than the one of the distribution lines, he should install a roof tank and water pump in his object.
- (2) The roof tanks should be directly supplied from the connection point.
- (3) The inlet pipe contains a non-return valve and a closing valve.
- (4) A pump and closing valve are put in the outlet pipe.
- (5) A discharging valve pipe is installed in the lowest point of the deposit. This pipe shall be used for discharging water in cases of cleaning, disinfection and rinsing.

The roof tank project should ensure:

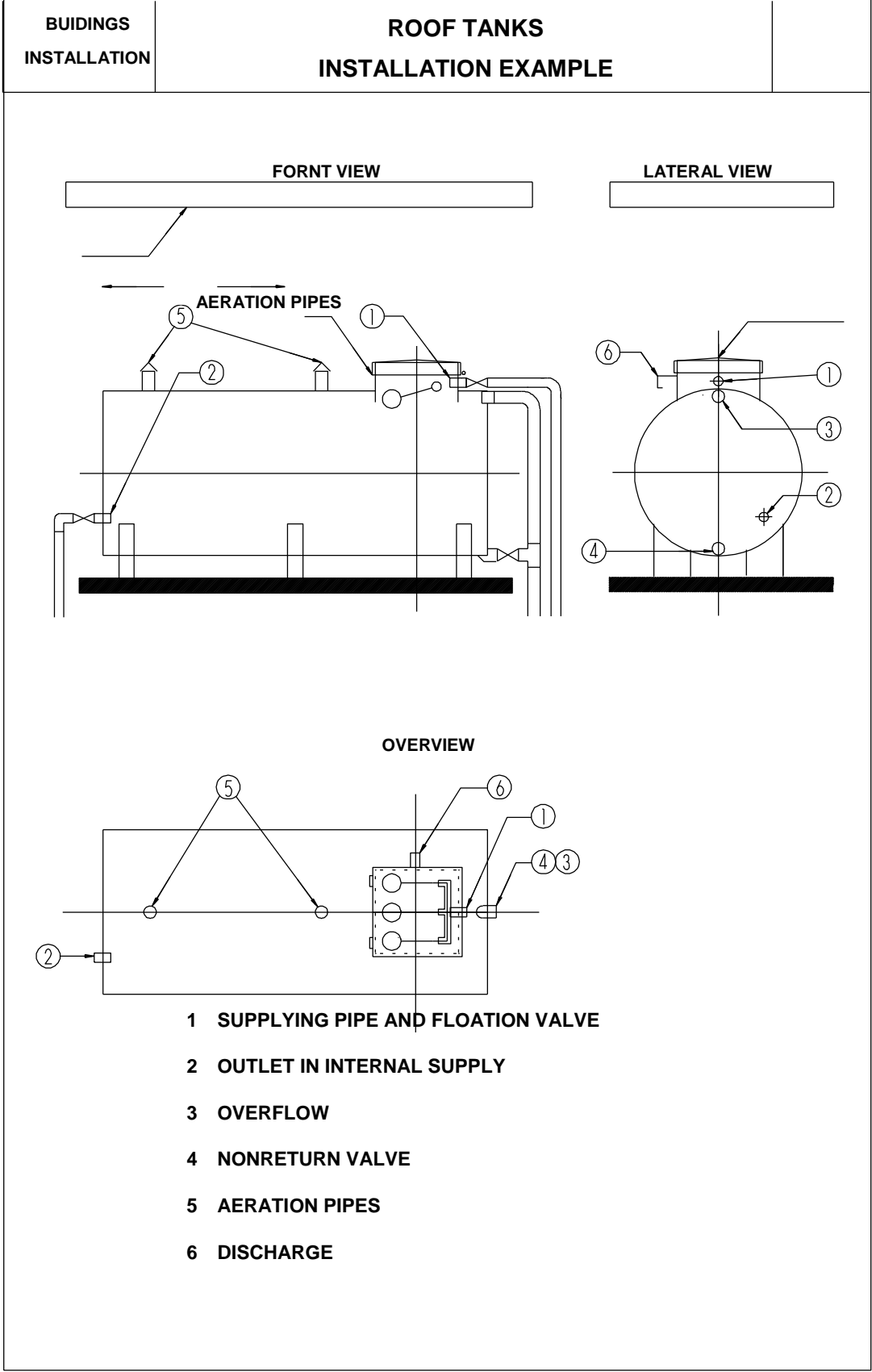
- (1) Use of the entire amount of water, so as to ensure that the water is fresh.
- (2) Its material should not pollute potable water.
- (3) Un-corrodible steel, copper, concrete or plastic material is recommended for its construction.
- (4) In case the material is not corrosion resistant, the tanks should be painted by a corrosion resistant layer, containing no toxic materials.
- (5) The water tank material should not allow penetration of light.
- (6) The tank should not work in vacuum and all connections with the atmosphere should be ensured.
- (7) The roof tanks should be covered by a lid made of material of the same quality to guarantee the insertion of the control devices.
- (8) The pipe supplying the object should be 10-15 cm higher than the end of the tank to not transmit the potential decanted impurities.
- (9) Signaling and controlling devices should be applied for the normal pump functioning.
- (10) The discharge pipe should in no case have a connection with the waste water pipes.

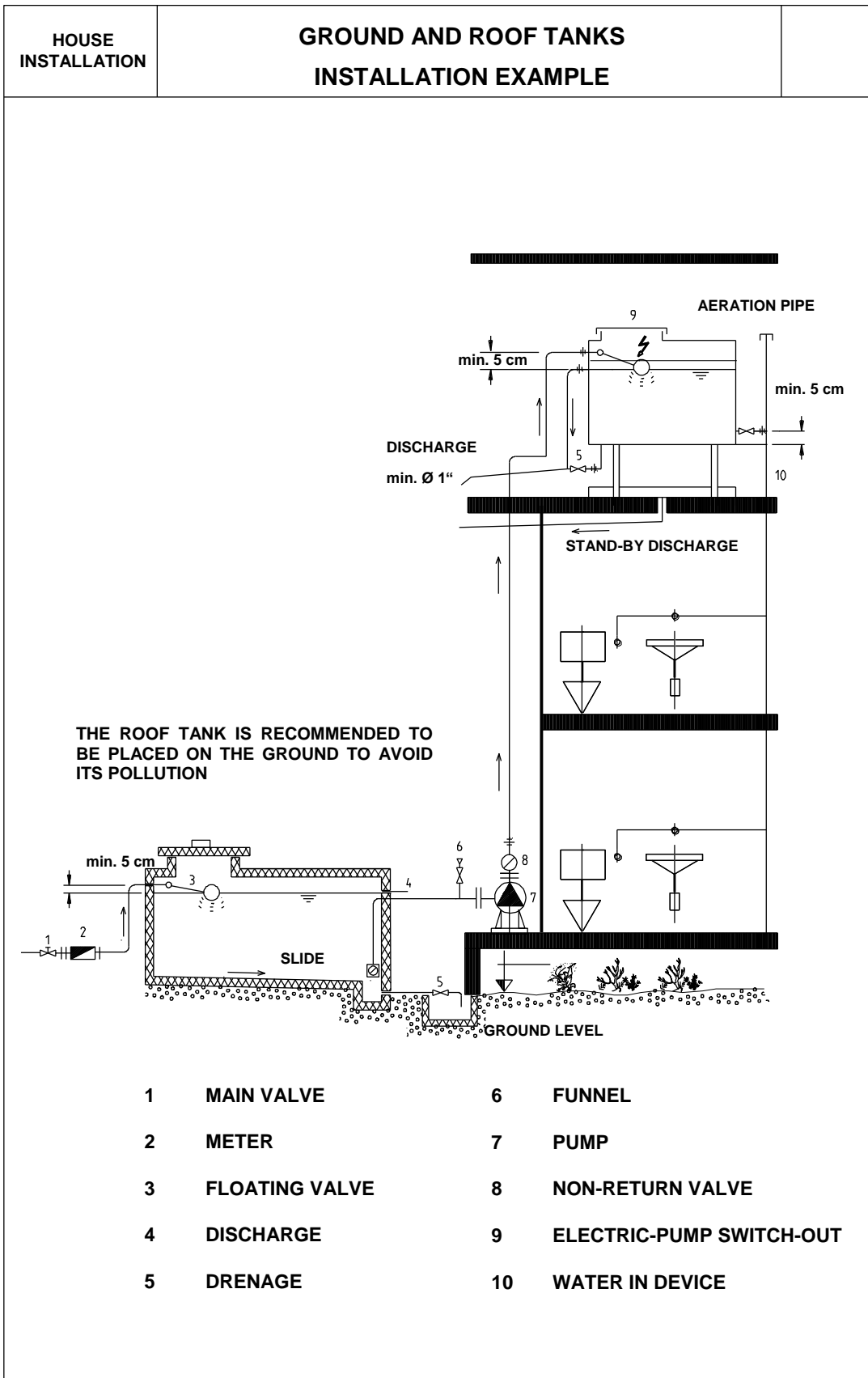
The water in tanks is not recommended to be preserved for more than 24 hours.

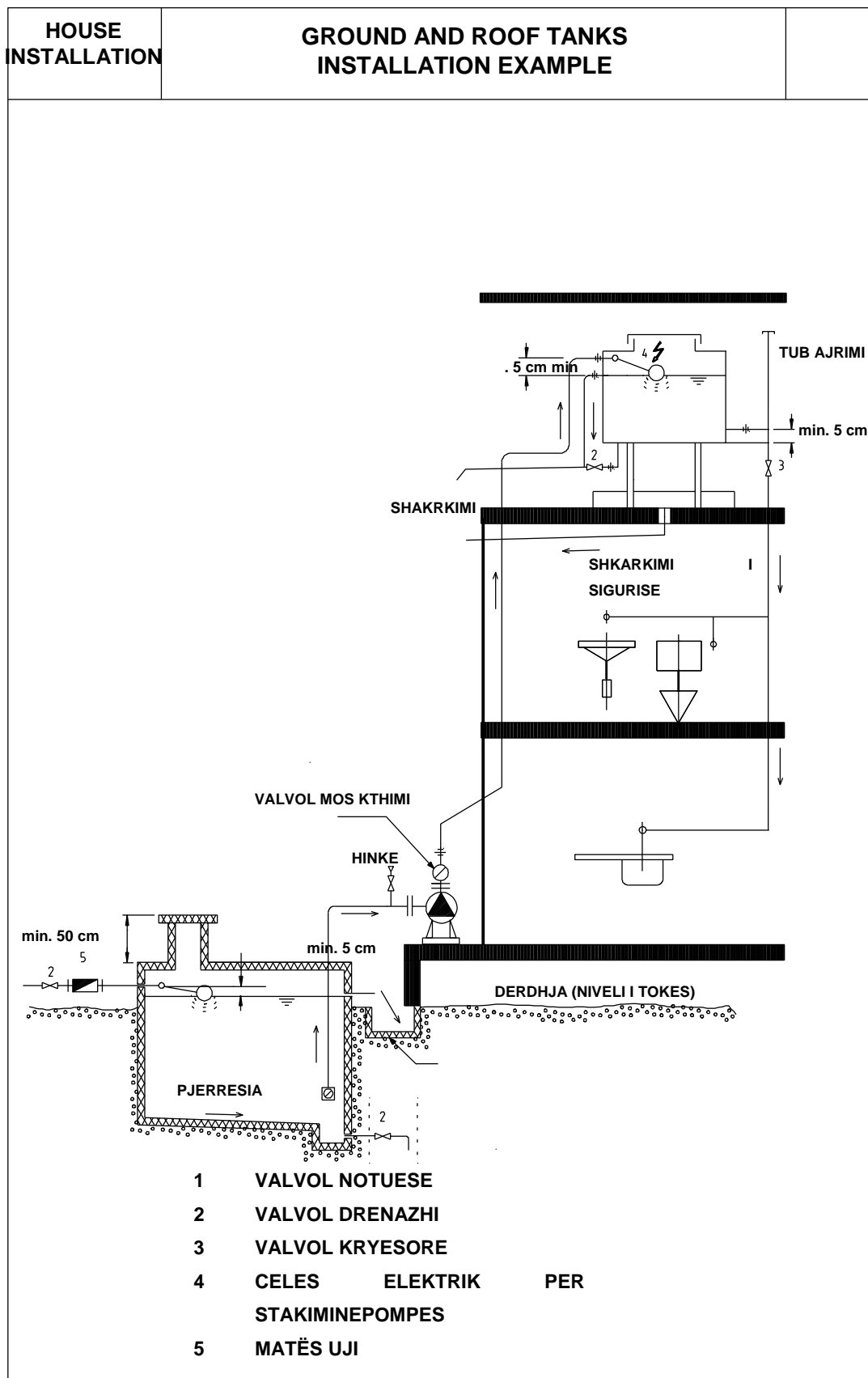
Deposits should be put at:

- A place not exposed to light, frost and protected from damages.
- A place that allows normal maneuvering of all the devices related to it, such as non-return valves, closing valves, its discharges and pump.
- A place allowing for its maintenance, service and remount.
- A place allowing protection from the electric power.

The roof tank deposit and its location prior to its implementation should be approved by UK\_\_\_\_\_ sh.a. mainly according to the following schemes:



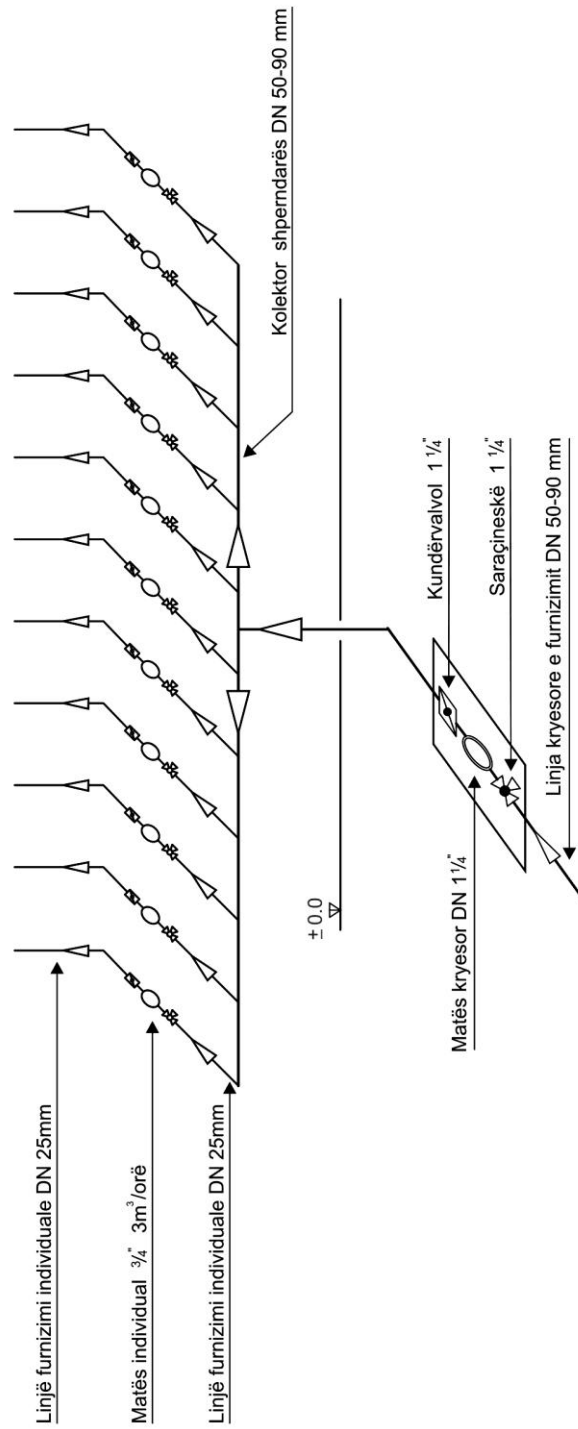






## Scheme of water-meters located in high buildings

**SKEMA E FURNIZIMIT ME UJE TE PIJSHEM TE PALLATEVE**  
(Me matës kryesor dhe grup matësash individualë)



## Annex II

### The physical and chemical indexes of drinking water

Indexes	Measuring unit	Norm	Maximum allowed value	Notes	Methods of definition
Color	mg/l	1,00	20		STASH 2639/14:1989
Turbulence	mG/l SiO <sub>2</sub> NTU	1,00 0,40	10 4		STASH 2639/14:1989
Odor	Number of dilution	0,00	2 in 12 C degrees 3 in 25 C degrees		STASH 2639/14:1989
Taste	Number of dilution		2 in 12 C degrees 3 in 25 C degrees		STASH 2639/14:1989
Temperature	C degree	8-15	20		STASH
Concentration of H <sup>+</sup>	Ph	6.5:8.5	9,5		STASH 2639/14:1989
Electric Transmitability	μS Cm <sup>-1</sup> in 20 C degrees	400,00		According to the water mineralization	STASH 2639/14:1989
General Rigidity	German degrees	10-15	20		STASH
Nitrates	mg/l (NO <sub>3</sub> )	25,00	50		STASH
Nitrits	mg/l (NO <sub>2</sub> )	0,00	0,05		STASH
Amoniac	mg/l (NH <sub>4</sub> )	0,00	0,05		STASH
Free clorium	mg/l	0,30	0,5		STASH
Total coliforms	N/100 ml	0,00			STASH
Feacal califorms	N/100 ml	0,00			STASH
Streptococ	N/100 ml	0,00			STASH
Feacal streptococcus	N/100 ml	0,00			STASH
Total value	N/100 ml	0,00			STASH

## Annex III

**Table no 1**

Allowed limits of values and of concentrations of industrial waste water parameters discharged in public sewage networks.

	Parameters	Procedure of analysis	Unit	Max. Of limit value
<b>1.</b>	<b>Parametrat fizike</b>			
1.1	Temperatura	DIN 38404-4	°C	35
1.2	pH-vlera	DIN 38404-5	-	6.5 -10
<b>2.</b>	<b>Perberesit ose tretetit e karbonit orgniak</b>			
2.1	Tretetit organike (BTEX), te percaktuar si shuma e benzeneve dhe derivateve te tij (benzene, etill benzene, toluene, xilene)	DIN 38407-9	mg/l	10
2.2	Hidrokarbonet e halogjenuara, perberesit organike te klorines	DIN EN ISO 10301	mg/l	1
2.3	Perberesit e absorbueshem te halogjeneve organike, te percaktuar si kloride (AOX)	DIN EN 1485 DIN 38409-22	mg/l	1
2.4	Perberesit fenolike		mg/l	1
2.5	Hidrokarbon H 53 (vajra minerale dhe produkte te tyre)	DIN EN ISO 9377-2	mg/l	20
2.6	Substance te ekstraktueshme me avullim te ulet lipofilike	DIN 38409-17	mg/l	250
<b>3.</b>	<b>Substanca inorganike (te tretura)</b>			
3.1	Amoniak	DIN EN ISO 11732	mg N/l	100
3.2	Nitrite	DIN EN 26777	mg N/l	5
3.3	Cianide, me avullim te larte	DIN EN ISO 10304-2	mg/l	0.2
3.4	Sulfate	DIN EN ISO 10304-2	mg/l	400
<b>4.</b>	<b>Substance inorganike (total)</b>			
4.1	Arsenik	DIN EN ISO 11969	mg/l	0.1
4.2	Plumb	DIN 38406-2	mg/l	0.5
4.3	Kadmium	DIN EN ISO 5961	mg/l	0.1
4.4	Krom	DIN EN 1233	mg/l	0.5
4.5	Baker	DIN 38406-7	mg/l	0.5
4.6	Nikel	DIN 38406-11	mg/l	0.5
4.7	Merkur	DIN EN 1483	mg/l	0.05
4.8	Argjend	DIN 38406-18	mg/l	0.1
4.9	Zink	DIN 38406-8	mg/l	2
4.10	Kallaj	DIN EN ISO 11969	mg/l	2

## NATIONAL LEGAL FRAMEWORK

The national laws and national norms form the legal basis of these Rules on water supply and waste water, as follows:

- The Law no 8093, dated 21.03.1996 “On the water reserves”, as amended;
- The law no 9286, dated 30.02.2004 “On the potable water and waste water bills as executive titles”;
- The Law no 9901, dated 14.04.2008 “On Companies ”;
- The Law no 7697, dated 07.04. 1993 “On administrative contraventions“, as amended.
- The Law no 8102, dated 28.03.1996 “On the water supply and waste water treatment regulatory structures”;
- The Law no 8934, dated 05.09.2002 “On the environmental protection”;
- The Law no 8990, dated 23.01.2003 “On the Environmental Impact assessment”;
- The Law no 9115, dated 24.07.2003 “On the waste water environmental treatment”;
- The Law no 7850, dated 29.7.1994 “The Civil Code of the Republic of Albania”, including amendments;
- The Law no 7895, dated 27.01.1995 “The Criminal Code of the Republic of Albania” (including updates as of May 2003);
- The Law no. 7697 dated 07.04.1993 “On the administrative contraventions”, (including amendments as of October 2004);
- The Law no 8744, dated 22.02.2001, “On the state water supply and sewage immovable property transfer to the local government units”;
- The Law no 8652, dated 31.7.2000 “On the local government organization and functioning”;
- The Law no 10112, dated 9.04.2009 “On condominium”;
- The Law no 9286, dated 30.02.2004 “On treatment of potable water as an executive title”;
- DoCM no 96, dated 22.02.2007, "On the administration of water supply to household and non-household users" ;

- DoCM no 23, dated 09.01.2008 “On the approval of fees of water use”;
- DoCM no 289, dated 15.04.2005 “On Setting the requests and procedures of approval of permits, authorizations and concessions on the water use”;
- The Decision no 958, dated 06.05.2009 “On the approval of categories of licenses and procedures of application for licenses of physical and legal persons carrying out activities in the waste supply and waste water removal systems”.
- DoCM no 177, dated 31.03.2005 “On the allowed norms of discharges of liquids and zoning criteria for the receiving water environments”;
- DoCM no. 660, dated 12.09.2007 “On the transfer of shares of water supply and sewage utilities to the local government unit”;
- DoCM no 678, dated 3.10.2007 “On some supplements to the DoCM no 271, dated 09.05.1998 on the approval of the sample status of joint stock companies”;
- DoCM no 677, dated 3.10.2007 “On some supplements to the DoCM no 642, dated 11.10.2005, on the state companies supervisory councils”;
- DoCM 145, dated 26.02.1998 “On the potable water national standards, based on the potable water sanitation rules, designing, establishment and supervision of water supply systems”;
- Instruction no 3, dated 28.07.2004 “On the potable water administration”;
- “The sanitation regulation on the potable water quality, designing, establishment, utilization and supervision of the potable water supply systems”, Ministry of Environment, Tirana 1998;
- The “Water Supply and Sewage Utility Statute of Korca“, Korçë, 2007;
- The Albanian standard of potable water STASH 3904:1997, second publication, dated 1.03.1998.
- Recommendations on water quality from the World Health Organization. Guidelines for drinking-water quality, November 1992;
- Regulation of the Water Regulatory Utility no 1, “Rules and procedures” (09/03/1999);
- Regulation of the Water Regulatory Authority “On the organization and functioning of the regulatory entity agency for the water-supply, and waste water treatment and removal sector” (December 2003);

- The ERRU Methodology, no 1, "On establishment of fees and obligations of public consumption" (08 04 1999);
- The ERRU decision no 48, "On the waste water fees" (24.01.2000);
- The ERRU Regulation no 7 "On the rules and standards of works of legal persons exercising their activity in the water supply system" (21.03.2001);
- Regulation of the Ministry of Public Works, Transports and Telecommunication, Decision no 42, dated 16.01.2008 "On the criteria and procedures of delivery of professional implementation license, classification and disciplining of legal entities exercising construction activities";
- Regulation no. 38, of the Water Regulatory Authority, dated 12.11.2002 "On the criteria and procedures of legal persons exercising their activity in the water supply, and waste water removal and treatment sector";
- KTZ 26-81, "On the technical implementation conditions on establishment of water supply and sewage systems" (the Albanian Standards).
- The Instruction of the Ministry of Economy, Trade and Energy, no 965, dated 11.12.2007 "On the implementation of the DoCM "On the transfer of water supply and sewage joint stock utilities to the local government units".

Draft Regulation on discharges of polluted waters to the Pogrdec sh.a service area (April 2008).

## LITERATURE

- Decree on general conditions on water supply – AVB water V, the German Federal Law dated 20 July 1980
- The new European Directive “On the Measuring Instruments” 75/33 EC;
- The Social Standard Status focusing on the water supply;
- Publications of the Ministry of Interior of the Bavarian State, dated 13 July 1989, No IB1-3003-16/6(86), Germany;
- Water supplying condition of the Hamburg Water-supply;
- Standard Sewerage Law – 2001 – State of Queensland;
- Los Angeles Municipal Code – 2000;
- Water Works By-Law No. 4848 – 2002 – City of Vancouver, Canada;
- Law on Municipal Economy – Zagreb, Croatia;
- Water By-Law – 2002 – Ontario, Canada;
- Water Service Act – 2001 – Finland;
- Republic of Montenegrin Law on Water Supply - 2004
- (Draft) The Water Supply and Sewage Sector Strategy of Albania, 2009-2015
- The 2 year national reform of the water supply and sewage sector 2007-2009, Gjinali E. Ollidashi S;
- The Priority Environmental Investment Programme for South Eastern Europe Strategies for Reform, a Manual for Water Utilites in South Eastern Europe, Baltzar, Zhechkov, Kapoen, Kis, Sevic, Varbova, (Albanian contribution by Gjinali E.) Brussels 2009;
- The urban water treatment and Albanian reality, First Publication, Gjinali E. 2009;



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The project is co-funded by the European Union,  
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## WP5.1

Joined report on historical development of cross-border drinking water supply systems

## ANNEX 3

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Date last release	29.10.2014 (updated 12.11.2015)
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Let's grow up together



The project is co-funded by the European Union,  
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STATE OF CALIFORNIA  
THE RESOURCES AGENCY OF CALIFORNIA  
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY CONTRACT  
BETWEEN

THE STATE OF CALIFORNIA  
DEPARTMENT OF WATER RESOURCES

AND

ALAMEDA COUNTY FLOOD CONTROL AND  
WATER CONSERVATION DISTRICT  
FOR A WATER SUPPLY FOR ZONE NO. 7

*Disclaimer:* This document integrates Alameda County Flood Control and Water Conservation District, Zone 7's State Water Project water supply contract with the many amendments to the contract entered into since 1961. It is intended only to provide a convenient reference source, and the Department of Water Resources is unable to provide assurances that this integrated version accurately represents the original documents. For legal purposes, or when precise accuracy is required, users should direct their attention to original source documents rather than this integrated version.

(as of October 31, 2003)

## EXPLANATORY NOTES

< >	This symbol encloses material supplied to assist the reader but not contained in the basic or amended contract.
<i>Provided</i>	Italics have been added for consistency even though not used in every amendment.
Amendments	Amendments to the contract are indicated by footnotes.
Recitals	In addition to recitals contained in the basic contract, recitals from each contract amendment have also been included. For convenience, an index to recitals by amendment is included on page iii.

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**STATE OF CALIFORNIA  
DEPARTMENT OF WATER RESOURCES**

**CONTRACT  
BETWEEN THE STATE OF CALIFORNIA  
DEPARTMENT OF WATER RESOURCES AND  
ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION  
DISTRICT  
FOR A WATER SUPPLY FOR ZONE NO. 7**

THIS CONTRACT, made this 20th day of November, 1961, pursuant to the provisions of the California Water Resources Development Bond Act, the State Central Valley Project Act, and other applicable laws of the State of California, between the State of California, acting by and through its Department of Water Resources, herein referred to as the "State", and Alameda County Flood Control and Water Conservation District, a public agency in the State of California, duly organized, existing, and acting pursuant to the laws thereof with its principal place of business in Hayward, California, acting on behalf of Zone Seven of such District herein referred to as the "District",

WITNESSETH, That:

<Following in Basic Contract>

WHEREAS, the State is authorized to construct and operate facilities for the storage and conveyance of water, certain of which facilities will make water available to the District; <similar provisions in Amendments No. 1, 2, and 3> and

WHEREAS, funds will be provided under the California Water Resources Development Bond Act for construction of said facilities; and

WHEREAS, the District is desirous of obtaining a supply of water from the State for Zone Seven of its territory;

<Following added by Amendment No. 1>

WHEREAS, the State and the District have entered into a water supply contract, dated November 20, 1961, providing that the State shall supply certain quantities of water to the District, and providing that the District shall make certain payments to the State, and setting forth the terms and conditions of such supply and such payment; <similar provision also in Amendments No. 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, and 25> and

WHEREAS, the State and the District are desirous of making certain changes and additions to the above-mentioned contract, while otherwise continuing the contract in full force and effect; <similar provision also in Amendments No. 2, 3, 13, and 14> and

<Following added by Amendment No. 5>

WHEREAS, the Amended Contract provides for a surcharge equivalent to the power credit per acre-foot of water to be charged to water users, other than the United States or the State of California, for each acre-foot of project water determined to have been put to agricultural or manufacturing uses on excess land, for collection by the District either itself or through a retail agency or another agency, for payment to the State of such surcharge, and for the application, on specified terms and conditions, of the amount of such surcharge as a credit against certain payments by certain water users and by the District to the State; <similar provision also in Amendments No. 7, 10, and 11> and

WHEREAS, the Amended Contract establishes the power credit per acre-foot of water as two dollars until all of the facilities for generation of electrical energy in connection with operation of initial project conservation facilities are installed and in operation, and provides for a redetermination of such credit thereafter to reflect accurately increases or decreases from year to year in the power credit; <similar provision also in Amendments No. 7 and 11> and

WHEREAS, all of such facilities are not installed and in operation; and

WHEREAS, the power credit of two dollars appears to be grossly excessive, in light of presently estimated power costs and revenues incurred and received and to be incurred and received attributable to initial project conservation facilities, but no accurate redetermination of the power credit can be made at this time;

<Following added by Amendment No. 6>

WHEREAS, Article 22(b) of such water supply contract provides that for each year through the year 1969 the Delta Water Charge shall be the product of \$3.50 and the Agency's <District's> annual entitlement for the respective year and that beginning in the year 1970, the Delta Water Charge shall be the sum of the capital cost component, minimum operation, maintenance, power and replacement component, and variable operation, maintenance, power and replacement component computed in accordance with Articles 22(c) and (d) of the water supply contract; and

WHEREAS, Articles 22(e) and (g) of such water supply contract provide that the Delta Water Charge as computed in accordance with Articles 22(c) and (d) shall include all projected costs of additional project and supplemental conservation facilities commencing in the years in which the State first incurs capital costs for such facilities after the facilities are authorized; <similar provision in Amendments No. 8 and 9> and

WHEREAS, the parties desire that all water supply contracts be amended to postpone inclusion of the projected costs of any authorized additional project and supplemental conservation facilities in the computation of the Delta Water Charge until after the year 1970 and to fix the rate for computing the Delta Water Charge for the year 1970 at \$6.65; and

WHEREAS, the payments to be made by the Agency <District> to the State include interest calculated at the “project interest rate” defined in Article 1(w) of such water supply contract to mean the weighted average of the interest rates paid by the State on bonds issued under the Water Resources Development Bond Act (Bond Act) disregarding premiums received on the sale of such bonds; and

WHEREAS, the underlying assumption upon which the “project interest rate” was established was that all of the initial facilities of the State Water Resources Development System (Project) would be financed principally with proceeds of bonds issued under the Bond Act or from other sources on which the interest rate would not exceed that of the bonds issued under the Bond Act; and

WHEREAS, the State already has financed the Oroville-Thermalito power facilities through Central Valley Project Revenue Bonds and may finance other portions of the project facilities through additional revenue bond issues, bonds issued under other authority granted by the Legislature or the voters, bonds issued by other state agencies, advances from contractors, and other methods under which the financing costs relate to interest rates that may exceed the interest rate of the bonds issued under the Bond Act; and

WHEREAS, either the State or contractors making advances to the State may be subject to interest rates, or other financing costs that relate to interest rates, which will be greater than the “project interest rate” as presently defined in the contracts; and

WHEREAS, the parties desire that (1) the interest costs hereafter incurred by or on behalf of the State in financing the construction of project facilities by means other than the use of moneys provided under the Bond Act will be reflected in appropriate adjustments of the “project interest rate” (excepting the interest costs incurred for the Central Valley Project Revenue Bonds issued prior to the date of this amendment); (2) appropriate credit will be given to any contractor having made an advance of funds to the State corresponding to the bond service obligation payable by such contractor by reason of such advance or if bonds were not used to obtain funds for such advance, then to the net interest cost which would have resulted if the contractor had sold bonds for the purpose of funding the advance; and (3) if any sources of funds other than those provided under the Bond Act are employed to finance the construction of specific project facilities and the interest or other costs of such financing are greater than the cost would have been if bonds issued under the Bond Act had been used, appropriate adjustments to the charges to contractors will be made with respect to such facilities so that the charges to contractors taking water through reaches which include such facilities will be the same after such adjustments as such charges would have been if such facilities had been financed by the use of proceeds of bonds issued under the Bond Act, except insofar as the “project interest rate” has been adjusted pursuant to (1) in this recital:

<Following added by Amendment No. 7>

WHEREAS, the provisions of the Amended Contract providing for or related to the power, credit, surcharge and surcharge credit were suspended as to water deliveries during the years ending not later than December 31, 1969, pending the first redetermination of the power credit; and

WHEREAS, the power credit of two dollars is and will be grossly excessive for the year 1970 and thereafter, the estimated surcharge payments and credits, based on a redetermination of the power credit, would be relatively small and the associated administrative costs of the State and its contractors would be large; and

WHEREAS, the State and water contractors are in the process of reevaluating the power credit and such surcharge and surcharge credit provisions; <similar provision in Amendment No. 10>

<Following added by Amendment No. 8>

WHEREAS, Article 22(b) of such water supply contract, as amended, provides that for each year through the year 1969 the Delta Water Charge shall be the product of \$3.50 and the Agency's <District's> annual entitlement for the respective year, that for the year 1970 the Delta Water Charge shall be the product of \$6.65 and the Agency's <District's> annual entitlement for that year, and that beginning in the year 1971 the Delta Water Charge shall be the sum of the capital cost component, minimum operation, maintenance, power and replacement component, and variable operation, maintenance, power and replacement component computed in accordance with Articles 22(c) and (d) of the water supply contract; and

WHEREAS, the parties desire that all water supply contracts be amended to postpone inclusion of the projected costs of any authorized additional project and supplemental conservation facilities in the computation of the Delta Water Charge until after the year 1971 and to fix the rate for computing the Delta Water Charge for the year 1971 at \$7.24;

<Following added by Amendment No. 9>

WHEREAS, Article 22(b) of such water supply contract, as amended, provides that for each year through the year 1969 the Delta Water Charge shall be the product of \$3.50 and the Agency's <District's> annual entitlement for the respective year, that for the year 1970 the Delta Water Charge shall be the product of \$6.65 and the Agency's <District's> annual entitlement for that year, that for the year 1971 the Delta Water Charge shall be the product of \$7.24 and the Agency's <District's> annual entitlement for that year, and that beginning in the year 1972 the Delta Water Charge shall be the sum of the capital cost component, minimum operation, maintenance, power and replacement component, and

variable operation, maintenance, power and replacement component computed in accordance with Articles 22(c) and (d) of the water supply contract; and

WHEREAS, the parties desire that all water supply contracts be amended to postpone inclusion of the projected costs of any authorized additional project and supplemental conservation facilities in the computation of the Delta Water Charge until the happening of certain events;

<Following added by Amendment No. 10>

WHEREAS, the provisions of the Amended Contract providing for or related to the power credit, surcharge and surcharge credit have been suspended as to water deliveries during the years ending December 31, 1970; and

<Following added by Amendment No. 11>

WHEREAS, the provisions of the Amended Contract providing for or related to the power credit, surcharge and surcharge credit have been suspended as to water deliveries during the years prior to 1972 pending redetermination of the power credit and a reevaluation of the merits of such contract provisions; and

WHEREAS, estimates indicate that the power credit will be relatively negligible in amount and that administrative costs associated with the power credit, surcharge and surcharge credit provisions will be excessively burdensome to the Agency <District> and its water users; and

WHEREAS, the power credit, surcharge and surcharge credit provisions rest on unclear, confused or mistaken premises and are not now justifiable;

<Following added by Amendment No. 12>

WHEREAS, the State and the Agency <District> included in such contract a subarticle, hereinafter referred to as the agricultural and ground water replenishment provision, which entitles the Agency <District> to obtain from the State a supply of surplus water for agricultural and ground water replenishment use when available; and

WHEREAS, Article 21 of such contract also provides for the sale by the State of a supply of surplus water when available; and

WHEREAS, the State and the Agency <District> desire to amend the provisions of such contract related to the sale and purchase of surplus water;

<Following added by Amendment No. 15>



WHEREAS, the State and the Agency <District> wish to provide financing for project facilities with water system revenue bonds and provide for repayment of water system revenue bonds;

WHEREAS, the State and the Agency <District> wish to clarify the definition of the project interest rate without changing the interpretation of Article 1(w), except for the addition of item (7), and to specify that financing costs of water system facilities and East Branch Enlargement facilities shall not be included in calculating the project interest rate;

WHEREAS, Article 28 of such water supply contract provides that the State shall redetermine the annual amounts of the Transportation Charge in order that the charges to the Agency <District> may accurately reflect increases or decreases from year to year in projected costs, outstanding reimbursable indebtedness of the State, annual entitlements, estimated deliveries, project interest rate, and all other factors which are determinative of such charges;

WHEREAS, Article 28 also provides that each such redetermination shall include an adjustment of the components of the Transportation Charge to be paid by the Agency <District> for succeeding years which shall account for differences, if any, between projections used by the State in determining the amounts of such components for all preceding years and actual costs incurred by the State during such years, but does not specify the computational details or the method of payment of such adjustments; and

WHEREAS, the State is willing to amortize over the remaining repayment period of the contract, the “one-shot” adjustment applied to previous payments resulting from revisions in the project interest rate under conditions defined in this amendment.

<Following added by Amendment No. 16>

WHEREAS, a more efficient use of entitlement water may be achieved by deferral of its use from October, November and December of one calendar year into the first three months of the next year.

WHEREAS, the State and the Agency <District> desire to amend the provisions of such contract related to the delivery and scheduling of entitlement water to allow, under certain conditions, the carry-over of a portion of the Agency’s <District’s> entitlement deliveries from a respective year into the first three months of the next calendar year.

WHEREAS, the carry-over of entitlement by the Agency <District> is not intended to adversely impact current or future project operations.

WHEREAS, the State Water Project contractors and the Department are aware that the carry-over of entitlement water from one year into the next may increase or decrease the costs to other SWP contractors in either year. The tracking of those costs may be too complex and expensive and does not warrant special accounting procedures to be

established; however, any significant identifiable cost shall be charged to those contractors causing such cost, as determined by the Department;

WHEREAS, the carry-over of entitlement water is not to affect the payment provisions of the contract.

<Following added by Amendment No. 17>

WHEREAS, the State and the Agency <District> included in such contract an article which entitles the Agency <District> to obtain from the State deliveries of surplus water when available;

WHEREAS, the State and the Agency <District> desire to amend the provisions of such contract related to the deliveries of surplus water; and

WHEREAS, beginning January 1, 1991 the Agency <District> desires to be charged for the power used for pumping surplus water at the Melded Power Rate as provided herein for the remainder of the project repayment period.

WHEREAS, the parties to this Amendment, and those approving the Amendment, intend no impact upon their positions with respect to the interpretation of any existing contractual provisions.

<Following added by Amendment No. 18>

WHEREAS, on December 1, 1994, representatives of the contractors and the State executed a document entitled "Monterey Agreement – Statement of Principles – By the State Water Contractors and the State of California Department of Water Resources For Potential Amendments To the State Water Supply Contracts" (the "Monterey Agreement"); <similar provision also in Amendment No. 22> and

WHEREAS, the contractors and the State have negotiated an amendment to the water supply contracts to implement provisions of the Monterey Agreement (the "Monterey Amendment"); <similar provision also in Amendments No. 19 and 20>and

WHEREAS, the State and the District desire to implement such provisions by incorporating this Monterey Amendment into the water supply contract;

<Following added by Amendment No. 19>

WHEREAS, among other things, Article 53 of the Water Supply Contract provides for the permanent transfer of up to 130,000 acre-feet of agricultural entitlement water to urban agencies, and

WHEREAS, the State and District wish to set forth their agreement as to such matters as (i) the 7,000 acre-feet per year increase in the District's annual entitlement, (ii)

the transfer of related transportation repayment obligations, (iii) the delivery priority for the purchased entitlement, and (iv) the revision of proportionate use of facilities factors set forth in the Water Supply Contract; and

WHEREAS, the State and Kern County Water Agency ("KCWA") are, simultaneously with the execution and delivery of this Amendment, entering into Amendment No. 30 to KCWA's Water Supply Contract between KCWA and the State in order to reflect (i) the transfer of annual entitlement described herein, (ii) the transfer of related transportation repayment obligations, and (iii) the revision of proportionate use of facilities factors; and

WHEREAS, this Amendment is permitted by the terms of the District's Water Supply Contract, and except as amended herein, the provisions of the Water Supply Contract will remain in full force and effect;

<Following added by Amendment No. 20>

C. The Agency <District> has entered into an agreement with the Lost Hills Water District, which is a member unit of the Kern County Water Agency, herein referred to as KCWA, for the permanent transfer of 15,000 acre feet of State Water Project annual entitlement held by KCWA.

D. Both the State and KCWA need to approve the Agency's <District's> agreement with Lost Hills Water District before the permanent transfer of entitlements becomes effective.

E. The State and Agency <District> wish to set forth their agreement as to such matters as (i) the 15,000 acre-feet per year increase in the Agency's <District's> annual entitlement, (ii) the transfer of related transportation repayment obligations from KCWA to the Agency <District>, (iii) the delivery priority for the permanently transferred entitlement, and (iv) the revision of proportionate use of facilities factors set forth in the contract.

F. The State and KCWA are simultaneously with the execution and delivery of this Amendment, entering into Amendment No. 31 to KCWA's long-term Water Supply Contract with the State in order to reflect (i) the transfer of annual entitlement described herein; (ii) the transfer of related transportation repayment obligations, and (iii) the revision of proportionate use of facilities factors.

G. Construction of the South Bay Aqueduct and Lake Del Valle was initiated prior to completion of the State's long-term water supply contracting program and was designed and constructed for a greater maximum annual entitlement than was ultimately contracted for in 1962.

H. The proportionate use factors of the South Bay Aqueduct and Lake Del Valle were calculated to permit the three South Bay Aqueduct contractors to avoid paying the transportation charges associated with the uncontracted capacity.

I. Prior to 2000, transportation charges to the South Bay Aqueduct contractors have excluded costs attributable to delivery of 22,000 acre feet of annual entitlement which is referred to as the “Future Contractor Share.”

J. It was the intent of the State and the Agency <District> that costs attributable to the Future Contractor Share would be allocated to the entity contracting for such entitlements, and a portion of the reimbursable costs of the South Bay Aqueduct were assigned to the future contractor by the State’s cost allocation procedures adopted initially in “Proposed Modified Procedures for Calculating Proportionate Use of South Bay Aqueduct Reaches” (DWR 1967).

K. Under Amendment 19 to the Agency’s <District’s> contract, the Agency <District> acquired 7,000 acre feet of the 22,000 acre feet Future Contractor Share and agreed to undertake the repayment obligations associated with that 7,000 acre feet.

L. The Agency <District> wishes to purchase 15,000 acre feet of annual entitlement and undertake the repayment obligations associated with such entitlement, including repayment obligations for the remaining portion of the Future Contractor Share in the South Bay Aqueduct, but the Agency <District> expressly declines to assert any right to use storage capacity in Lake Del Valle in excess of use based on current entitlement (that is, based on the Agency’s <District’s> entitlement prior to this Amendment), due to the need for further investigation on the impacts such use might cause to reservoir levels.

M. The State wishes to assure that the unpaid past costs of the Future Contractor Share are paid and that a responsible entity undertake the obligation to pay future costs.

N. The Agency <District> as the entity contracting for additional entitlements is willing to undertake the obligation to pay the Future Contractor Share costs.

O. The costs attributable to the delivery capability and storage capacity in the South Bay Aqueduct and Lake Del Valle associated with the 15,000 acre-feet will not be paid as a transportation charge but as an “in lieu” charge in recognition of the historical intent of the State and the contractors in permitting the delayed payment, as well as the Agency’s <District’s> above-described decision not to use Lake Del Valle for storage associated with the 15,000 acre-feet of entitlement acquired by this Amendment without first undertaking further investigation of the impact of such use.

P. The “in lieu” payment is in the nature of a settlement of a contractual dispute and does not in any way provide a right to use, or otherwise guarantee any use of Lake Del Valle or any other portion of the State Water Project, except as otherwise permitted.

Q. The estimated costs attributable to the Future Contractor Share of the South Bay Aqueduct and Lake Del Valle are shown in Exhibit A.

R. The State is willing to approve the permanent transfer of entitlement and permit payment of the Future Contractor Share costs, and the cessation of payments of those costs, in accordance with the terms of this Amendment.

<The following was added by Amendment No. 21>

B. The contract was amended to add the Monterey Amendment; the Monterey Amendment and the Environmental Impact Report for the Monterey Agreement were challenged in a lawsuit and addressed by the Court of Appeal in *Planning and Conservation League, et al. v. Department of Water Resources and Central Coast Water Agency*, (2000), 83 Cal. App.4<sup>th</sup> 892; and petitions for review of the Court of Appeal's decision are now pending before the Supreme Court.

C. The Agency <District> has entered into an agreement with Belridge Water Storage District, a KCWA member unit, for the permanent transfer of 10,000 acre-feet of State Water Project annual entitlement held by KCWA.

D. The State and Agency <District> wish to set forth their agreement as to such matters as (i) the 10,000 acre-feet per year increase in the Agency's <District's> annual entitlement, (ii) the transfer of related transportation repayment obligations from KCWA to the Agency <District>, (iii) the delivery priority for the permanently transferred entitlement, and (iv) the revision of proportionate use of facilities factors set forth in the contract.

E. The State and KCWA are simultaneously with the execution and delivery of this Amendment, entering into Amendment No. 32 to KCWA's long-term Water Supply Contract with the State in order to reflect (i) the transfer of annual entitlement described herein; (ii) the transfer of related transportation repayment obligations, and (iii) the revision of proportionate use of facilities factors.

F. The Agency <District> wishes to acquire an additional 10,000 acre-feet of annual entitlement and undertake the repayment obligations associated with such entitlement.

G. The State is willing to approve the permanent transfer of entitlement in accordance with the terms of this Amendment. <Similar provision also in Amendment No. 23 and 25.>

H. An environmental impact report was prepared in compliance with the California Environmental Quality Act and certified on July 21, 1999. No significant impacts on the environment will result from this transfer.

I. This transfer is in furtherance of the state policy in favor of water transfers (Water Code Section 475) and will provide the Agency <District> a supplement to its current water supply to meet projected demand in the immediate near term. <Similar provision in Amendment No. 23 and 25.>

<Following added by Amendment No. 22>

C. The State, the Central Coast Water Authority (“CCWA”) and those contractors intending to be subject to the Monterey Agreement subsequently negotiated an amendment to their contracts to implement provisions of the Monterey Agreement, and such amendment was named the “Monterey Amendment.”

D. In October 1995, an environmental impact report (“EIR”) for the Monterey Amendment was completed and certified by CCWA as the lead agency, and thereafter the District and the State executed the Monterey Amendment.

E. The EIR certified by the CCWA was challenged by several parties (the “Plaintiffs”) in the Sacramento County Superior Court and thereafter in the Third District Court of Appeal, resulting in a decision in Planning and Conservation League, et al. v. Department of Water Resources, 83 Cal. App.4<sup>th</sup> 892 (2000), which case is hereinafter referred to as “PCL v. DWR.”

F. In its decision, the Court of Appeal held that (i) the Department of Water Resources (“DWR”), not CCWA, had the statutory duty to serve as lead agency, (ii) the trial court erred by finding CCWA’s EIR sufficient despite its failure to discuss implementation of Article 18, subdivision (b) of the State Water Project contracts, as a no-project alternative, (iii) said errors mandate preparation of a new EIR under the direction of DWR, and (iv) the trial court erroneously dismissed the challenge to DWR’s transfer of title to certain lands to Kern County Water Agency (the “Validation Cause of Action”) and execution of amended State Water Project contracts for failure to name and serve indispensable parties. The Court of Appeal remanded the case to the trial court, ordering it to take the following five actions: (1) vacate the trial court’s grant of the motion for summary adjudication of the Validation Cause of Action; (2) issue a writ of mandate vacating the certification of the EIR; (3) determine the amount of attorney fees to be awarded Plaintiffs; (4) consider such orders it deems appropriate under Public Resources Code Section 21168.9(a) consistent with the views expressed in the Appellate Court’s opinion; and (5) retain jurisdiction over the action until DWR, as lead agency, certifies an environmental impact report in accordance with CEQA standards and procedures, and the Superior Court determines that such environmental impact report meets the substantive requirements of CEQA.

G. The State, the contractors, and the Plaintiffs in PCL v. DWR reached an agreement to settle PCL v. DWR, as documented by that certain Settlement Agreement dated May 5, 2003, (the “Settlement Agreement”), and in such Settlement Agreement have agreed that the contracts should be amended, for clarification purposes, to delete terms such as “annual entitlement” and “maximum annual entitlement” so that the public and particularly land use planning agencies, will better understand the contracts.

H. Pursuant to the Settlement Agreement, the State and the District desire to so amend the District’s contract, with the understanding and intent that the amendments herein with respect to subsections (o), (p), and (q) of Article 1, subsection (c) of Article 6, and subsection (a) of Article 16, and to Table A of the District’s contract are solely for

clarification purposes and that such amendments are not intended to and do not in any way change the rights, obligations or limitations on liability of the State or the District established by or set forth in the contract.

I. Pursuant to the Settlement Agreement, the State, the contractors and the Plaintiffs in PCL v. DWR also agreed that the contracts should be amended to include a new Article 58 addressing the determination of dependable annual supply of State Water Project water to be made available by existing Project facilities, and the State and District desire to so amend the District's contract.

<Following added by Amendment No. 23>

B. The Agency <District> has entered into an agreement with the Tulare Lake Basin Water Storage District, herein referred to as "Tulare," for the permanent transfer of 400 acre-feet of State Water Project Table A amounts held by Tulare. "Table A amounts" shall mean the amount of project water set forth in Table A of the Agency's <District's> Water Supply Contract, which the State makes available for delivery to the Agency <District> at the delivery structures provided for the Agency <District>.

C. The parties wish to set forth their agreement as to such matters as (i) the 400 acre-feet per year increase in the Agency's <District's> annual Table A amounts, (ii) the transfer of related transportation repayment obligations from Tulare to the Agency <District>, (iii) the delivery priority for the permanently transferred Table A amounts, and (iv) the revision of proportionate use of facilities factors set forth in the contract.

D. The State and Tulare are simultaneously with the execution and delivery of this Amendment, entering into Amendment No. 29 to Tulare's long-term Water Supply Contract with the State in order to reflect (i) the transfer of annual Table A amounts described herein; (ii) the transfer of related transportation repayment obligations, and (iii) the revision of proportionate use of facilities factors.

E. The Agency <District> wishes to acquire an additional 400 acre-feet of Table A amounts and undertake the repayment obligations associated with such Table A amounts.

F. The State is willing to approve the permanent transfer of Table A amounts in accordance with the terms of this Amendment. <Similar provision in Amendment No. 25.>

G. An Initial Study and Negative Declaration was prepared by the Agency <District> in compliance with the California Environmental Quality Act and certified on November 20, 2002. It concluded that no significant impacts on the environment will result from this transfer. The Director of the Department of Water Resources, acting as a responsible agency, has reviewed and considered the Initial Study and Negative Declaration prepared by the Agency <District> prior to approving this agreement. <Similar provision in Amendment No. 25.>

H. This transfer is in furtherance of the state policy in favor of water transfers (Water Code Section 475) and will provide the Agency <District> a supplement to its current water supply to meet projected demand in the immediate near term. <Similar provision in Amendment No. 25.>

I. The Agency <District> previously acquired 10,000 acre-feet of Table A amounts pursuant to Amendment No. 21. It is noted that the instantaneous rate of flow for delivery of all Table A amounts to the Agency <District> in Amendment No. 21 was incorrectly stated to be 138 cubic feet per second after the acquisition. The corrected instantaneous rate of flow should have been 149 cubic feet per second. This corrected value, based on 6,000 acre-feet of Table A put to agriculture use, is used as the baseline for adding additional Table A capacity acquired pursuant to this Amendment.

J. In Section 1 of Amendment No. 19, Section 2 of Amendment No. 20, and Section 2 of Amendment No. 21, Article 53(j), 53(l) and 53(m) were numbered incorrectly. To be consistent with the other Water Supply Contracts, Article 53(j), 53(l) and 53(m) should be renumbered to Article 47(d), 47(e) and 47(f), respectively.

K. The capacity values in Exhibit A to this agreement include revisions that reflect Table A amounts permanently transferred to the Agency <District> pursuant to Amendment Nos. 19 and 20.

<Following added by Amendment No. 24>

B. The parties entered into a letter agreement on January 10, 2001, which provided for the financing for the State to complete a feasibility study to improve and enlarge the South Bay Aqueduct. As a result of that study, the Parties desire to enlarge the South service area. The Parties entered a letter agreement on January 10, 2001, in which the State agreed to go ahead with the study and Agency <District> agreed to fund all costs for the enlargement portion of the study.

C. As a result of the feasibility study, the Agency <District> requested the State to pursue the potential enlargement of the South Bay Aqueduct from Bethany Reservoir through the Alameda Canal at its terminus, Del Valle Check 7, a project herein referred to as the "South Bay Aqueduct Enlargement."

D. In the past two years, the State has carried out several rehabilitation contracts on the South Bay Aqueduct. As a part of that effort, and due to a unique opportunity related to an extended outage on the South Bay Aqueduct, the State, at Agency's <District's> request, replaced and relined portions of the Altamont Pipeline to increase capacity and accommodate future enlargement of the Aqueduct. The Agency <District> agreed to cover all costs associated with the Altamont Pipeline work in two letter agreements dated May 11, 2001, and July 9, 2001.

E. To date, the Agency <District> has advanced to the State \$10,039,000. Of this amount, approximately \$1,289,000 is for preliminary expenses for the South Bay



Aqueduct Enlargement, and approximately \$8,750,000 is for construction costs associated with the Altamont Pipeline work. The Parties do not intend the State to reimburse the Agency <District>, through the issuance of bonds or otherwise, for the funds the Agency <District> contributed for the construction costs associated with the Altamont pipeline work. However, the State may issue bonds to reimburse the Agency <District> for the funds provided for preliminary expenses for the South Bay Aqueduct Enlargement, if both Parties agree.

F. The Parties wish to set forth their agreement regarding the Agency's <District's> responsibility for the repayment of all financing costs for the development and potential construction of the South Bay Aqueduct Enlargement.

G. The Parties also wish to set forth their agreement that the financing costs of the South Bay Aqueduct Enlargement shall not be included in the calculation of the Project Interest Rate.

H. Execution of this Amendment is not a project under the California Environmental Quality Act because arranging funding for capital projects necessary to maintain service within existing service areas is not a project under CEQA. See Public Resources Code section 21080(b) (8); and CEQA Guidelines sections 15273(a) (4) and 15378(b) (4).

I. The Parties acknowledge that the certification of an Environmental Impact Report in compliance with the California Environmental Quality Act is required prior to approval of the project and commencement of construction activities.

<Following added by Amendment No. 25>

B. The Agency <District> has entered into an agreement with Belridge Water Storage District, a member unit of Kern County Water Agency, herein referred to as "KCWA," for the permanent transfer of 2,219 acre-feet of State Water Project Table A amounts held by KCWA. "Table A amounts" shall mean the amount of project water set forth in Table A of the Agency's <District's> Water Supply Contract, which the State makes available for delivery to the Agency <District> at the delivery structures provided for the Agency <District>.

C. The Parties wish to set forth their agreement as to such matters as (i) the 2,219 acre-feet per year increase in the Agency's <District's> annual Table A amounts, (ii) the transfer of related transportation repayment obligations from KCWA to the Agency <District>, (iii) the delivery priority for the permanently transferred Table A amounts, and (iv) the revision of proportionate use of facilities factors set forth in the Contract.

D. The State and KCWA are simultaneously with the execution and delivery of this Amendment, entering into Amendment No. 36 to KCWA's long-term Water Supply Contract with the State in order to reflect (i) the transfer of annual Table A amounts

described herein, (ii) the transfer of related transportation repayment obligations, and (iii) the revision of proportionate use of facilities factors.

E. The Agency <District> wishes to acquire an additional 2,219 acre-feet of Table A amounts and undertake the repayment obligations associated with such Table A amounts.

I. The State has further concluded that this transfer is operationally feasible, will not impair the security of its bondholders, and provides for full repayment of transportation costs.

NOW THEREFORE, it is mutually agreed as follows:

## A. INTRODUCTORY PROVISIONS

### 1. DEFINITIONS.

When used in this contract, the following terms shall have the meanings hereinafter set forth:

(a) “Bond Act” shall mean the California Water Resources Development Bond Act, comprising Chapter 8, commencing at Section 12930, of Part 6 of Division 6 of the Water Code, as enacted in Chapter 1762 of the Statutes of 1959.

(b) “System” shall mean the State Water Resources Development System as defined in Section 12931 of the Water Code.

(c) “Delta” shall mean the Sacramento-San Joaquin Delta as defined in Section 12220 of the Water Code on November 8, 1960.

(d) <sup>1</sup>“Contractor” shall mean any entity that has executed, or is an assignee of, a contract of the type published in Department of Water Resources Bulletin No. 141 dated November 1965, with the State for a dependable supply of water made available by the System, except such water as is made available by the facilities specified in Section 12934(d)(6) of the Water Code.

(e) <sup>2</sup>“Project facilities” shall mean those facilities of the system which will, in whole or in part, serve the purposes of this contract by conserving water and making it available for use in and above the Delta and for export from the Delta and from such additional facilities as are defined in Article 1(h)(2) herein, and by conveying water to the District. Said project facilities shall consist specifically of “project conservation facilities” and “project transportation facilities”, as hereinafter defined.

(f) “Project conservation facilities” shall mean such project facilities as are presently included, or as may be added in the future, under (g) and (h) below.

(g) “Initial project conservation facilities” shall mean the following project facilities specified in Section 12934(d) of the Water Code:

(1) All those facilities specified in subparagraph (1) thereof.

(2) Those facilities specified in subparagraph (3) thereof to the extent that they serve the purposes of water conservation in the Delta, water supply in the Delta, and transfer of water across the Delta.

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<sup>1</sup> Amended: Amendment No. 18

<sup>2</sup> Amended: Amendment No. 14

(3) A reservoir near Los Banos in Merced County as specified in subparagraph (2) thereof.

(4) The reach of the San Joaquin Valley-Southern California Aqueduct extending from the Delta to a reservoir near Los Banos in Merced County, to the extent required for water conservation through conveyance of water diverted from the Delta to offstream storage in said reservoir as determined by the State.

(5) Those facilities specified in subparagraph (5) thereof which are incidental to the facilities included under (1), (2), (3), and (4) above.

(6) Those facilities specified in subparagraph (7) thereof which are necessary and appurtenant to the facilities included under (1), (2), (3), (4), and (5) above.

(h) <sup>3</sup>“Additional project conservation facilities” shall mean the following facilities and programs which will serve the purpose of preventing any reduction in the minimum project yield as hereinafter defined:

(1) Those project facilities specified in Section 12938 of the Water Code;

(2) Those facilities and programs described in (A), (B), (C), (D), and (E) below which, in the State’s determination, are engineeringly feasible and capable of producing project water which is economically competitive with alternative new water supply sources, provided that, in the State’s determination, the construction and operation of such facilities and programs will not interfere with the requested deliveries of annual entitlement to any contractor other than the sponsoring contractor, and will not result in any greater annual charges to any contractor other than the sponsoring contractor than would have occurred with the construction at the same time of alternative new water supply sources which are either reservoirs located north of the Delta or off-Aqueduct storage reservoirs located south or west of the Delta designed to supply water to the California Aqueduct. The following facilities and programs shall hereinafter be referred to as “Local Projects”:

(A) On-stream and off-stream surface storage reservoirs not provided for in Section 12938 of the Water Code, that will produce project water for the System for a period of time agreed to by the sponsoring contractor;

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<sup>3</sup> Amended: Amendment No. 14

(B) Ground water storage facilities that will produce project water for the System for a period of time agreed to by the sponsoring contractor;

(C) Waste water reclamation facilities that will produce project water for the System for a period of time agreed to by the sponsoring contractor;

(D) Water and facilities for delivering water purchased by the State for the System for a period of time agreed to by the sponsoring contractor; provided that the economic test specified herein shall be applied to the cost of these facilities together with the cost of the purchased water; and

(E) Future water conservation programs and facilities that will reduce demands by the sponsoring contractor for project water from the System for a period of time agreed to by the sponsoring contractor and will thereby have the effect of increasing project water available in the Delta for distribution.

(3) Whether a Local Project described in (2) above shall be considered economically competitive shall be determined by the State by comparing, in an engineering and economic analysis, such Local Project with alternative new water supply sources which are either reservoirs located north of the Delta or off-Aqueduct storage reservoirs located south or west of the Delta designed to supply water to the California Aqueduct. The analysis for such alternative new water supply sources shall use the average cost per acre-foot of yield in the latest studies made for such sources by the State and shall compare those facilities with the proposed Local Project using commonly accepted engineering economics. In the case of a Local Project to be funded in part by the State as part of the System and in part from other sources, the economic analysis specified herein shall be applied only to the portion to be funded by the State as part of the System.

(4) The Local Projects in (2) above shall not be constructed or implemented unless or until:

(A) The sponsoring contractor signs a written agreement with the State which:

(i) Contains the sponsoring contractor's approval of such facility or program.

(ii) Specifies the yield and the period of time during which the water from the Local Project shall constitute project water; and

(iii) Specifies the disposition of such Local Project or of the yield from such Local Project upon the expiration of such period of time; and

(B) All contractors within whose boundaries any portion of such Local Project is located, and who are not sponsoring contractors for such Local Project give their written approval of such Local Project.

(5) “Sponsoring contractor” as used in this Article 1(h) shall mean the contractor or contractors who either will receive the yield from facilities described in 2(A), (B), (C), or (D) above, or agree to reduce demands for project water from the System pursuant to 2(E) above.

(6) In the event of a shortage in water supply within the meaning of Article 18(a), the determination of whether to count, in whole or in part, the yield from facilities described in 2(A), (B), (C), or (D) above, or the reduced demand from future conservation programs described in 2(E) above in the allocation of deficiencies among contractors will be based on a project-by-project evaluation taking into consideration such factors as any limitation on the use of the water from such facilities and whether the sponsoring contractor has access to project water from the Delta as an alternate to such facilities.

(i) <sup>4</sup>“Project transportation facilities” shall mean the following project facilities:

(1) The following facilities specified in subparagraph (2) of Section 12934(d) of the Water Code: The reach of the San Joaquin Valley-Southern California Aqueduct extending from the Delta to a South Bay Pumping Plant, to the extent required for water transportation as determined by the State, and a South Bay Aqueduct extending to terminal reservoirs in the County of Alameda but not including any portion of Del Valle Reservoir which may be allocated to conservation of water from Arroyo Del Valle Watershed.

(2) Facilities for the generation and transmission of electrical energy of the following types:

(A) Hydroelectric generating and transmission facilities, whose operation is dependent on the transportation of project water, or on releases to channels downstream of project facilities defined

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<sup>4</sup> Amended: Amendment No. 14

under (1) above. Such facilities shall be called “project aqueduct power recovery plants.”

(B) All other generating and associated transmission facilities, except those dependent on water from project conservation facilities, for the generation of power. These facilities shall be called “off-aqueduct power facilities” and shall consist of the State’s interest in the Reid-Gardner and any other generating and associated transmission facilities, constructed or financed in whole or in part by the State, which are economically competitive with alternative power supply sources as determined by the State.

(3) Those facilities specified in subparagraph (7) of Section 12934(d) of the Water Code which are necessary and appurtenant to the facilities included under (1) and (2) above.

(j) “Project water” shall mean water made available for delivery to the contractors by the project conservation facilities and by the transportation facilities included in the System.

(k) “Bureau – State Contract” shall mean any contract or contracts between the United States and the State providing for delivery of water by the Bureau of Reclamation into project transportation facilities for subsequent delivery to contractors. <Amendment No. 18 erroneously amended Article 1(k) as “Minimum Project Yield” instead of Article 1(o).>

(l) “Bureau water” shall mean water purchased by the State from the United States Bureau of Reclamation under the Bureau – State contract, and made available for delivery to the contractors by the transportation facilities included in the System.

(m) “Bureau agricultural water” shall mean Bureau water used primarily in the commercial production of plant crops or livestock.

(n) “Bureau municipal, industrial and domestic water” shall mean Bureau water other than Bureau agricultural water.

(o) <sup>5</sup>“Minimum Project Yield” shall mean the dependable annual supply of project water to be made available assuming completion of the initial project conservation facilities and additional project conservation facilities. The project’s capability of providing the minimum project yield shall be determined by the State on the basis of coordinated operations studies of initial project conservation facilities and additional project conservation facilities, which studies shall be based upon factors including but not limited to: (1) the estimated relative proportion of deliveries

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<sup>5</sup> Amended: Amendments No. 2, 18, and 22

for agricultural use to deliveries for municipal use assuming Maximum Annual Table A Amounts for all contractors and the characteristic distributions of demands for these two uses throughout the year; and (2) agreements now in effect or as hereafter amended or supplemented between the State and the United States and others regarding the division of utilization of waters of the Delta or streams tributary thereto.

(p) <sup>6</sup>“Annual Table A Amount” shall mean the amount of project water set forth in Table A of this contract that the State, pursuant to the obligations of this contract and applicable law, makes available for delivery to the District at the delivery structures provided for the District. The term Annual Table A Amount shall not be interpreted to mean that in each year the State will be able to make that quantity of project water available to the District. The Annual Table A Amounts and the terms of this contract reflect an expectation that under certain conditions the District will receive its full Annual Table A Amount; but that under other conditions only a lesser amount, allocated in accordance with this contract, may be made available to the District. This recognition that full Annual Table A Amounts will not be deliverable under all conditions does not change the obligations of the State under this contract, including but not limited to, the obligations to make all reasonable efforts to complete the project facilities, to perfect and protect water rights, and to allocate among contractors the supply available in any year, as set forth in Articles 6(c), 6(d), 16(b) and 18, in the manner and subject to the terms and conditions of those articles and this contract. Where the term “annual entitlement” appears elsewhere in this contract, it shall mean “Annual Table A Amount.” The State agrees that in future amendments to this and other contractor’s contracts, in lieu of the term “annual entitlement,” the term “Annual Table A Amount” will be used and will have the same meaning as “annual entitlement” wherever that term is used.

(q) <sup>7</sup>“Maximum Annual Table A Amount”

“Maximum annual entitlement” shall mean the maximum annual amounts set forth in Table A of this contract, and where the term “maximum annual entitlement” appears elsewhere in this contract it shall mean “Maximum Annual Table A Amounts.”

(r) “Supplemental conservation facilities” shall mean those facilities provided for in Section 12938 of the Water Code which will serve the purpose of supplying water in addition to the total of the maximum annual entitlements of all contractors, or in addition to the minimum project yield, if greater than said total, and for meeting local needs.

(s) “Supplemental water” shall mean water made available by supplemental conservation facilities, in excess of the total of the maximum annual

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<sup>6</sup> Amended: Amendment No. 22

<sup>7</sup> Amended: Amendment No. 22



entitlements of all contractors, or in excess of the minimum project yield, if greater than said total.

(t) “Year” shall mean the 12-month period from January 1 through December 31, both dates inclusive.

(u) “Bureau water year” shall mean the 12-month period commencing March 1 of each year.

(v) “Year of initial project water delivery” shall mean the year when project water will first be available for delivery to a contractor pursuant to its contract with the State.

(w) <sup>8</sup>“Project interest rate” shall mean the weighted average interest rate on bonds, advances, or loans listed in this section to the extent the proceeds of any such bonds, advances, or loans are for construction of the State Water Facilities defined in Section 12934(d) of the Water Code, the additional project conservation facilities, and the supplemental conservation facilities (except off-aqueduct power facilities; water system facilities; advances for delivery structures, measuring devices and excess capacity; East Branch Enlargement Facilities; and South Bay Aqueduct Enlargement). The project interest rate shall be calculated as a decimal fraction to five places by dividing (i) the total interest cost required to be paid or credited by the State during the life of the indebtedness or advance by (ii) the total of the products of the various principal amounts and the respective terms in years of such amounts. The bonds, advances, or loans used in calculating the project interest rate shall be:

(1) General Obligation bonds issued by the State under the Bond Act, except that any premium received on the sale of these bonds shall not be included in the calculation of the project interest rate,

(2) Revenue bonds issued by the State under the Central Valley Project Act after May 1, 1969,

(3) Bonds issued by the State under any other authority granted by the Legislature or the voters,

(4) Bonds issued by any agency, district, political subdivision, public corporation, or nonprofit corporation of this State,

(5) Funds advanced by any contractor without the actual incurring of bonded debt therefor, for which the net interest cost and terms shall be those which would have resulted if the contractor had sold bonds for the purpose of funding the advance, as determined by the State,

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<sup>8</sup> Amended: Amendments No. 6, 14, 15, and 24

(6) Funds borrowed from the General Fund or other funds in the Treasury of the State of California, for which the total interest cost shall be computed at the interest rate earned over the period of such borrowing by moneys in the Surplus Money Investment Account of such Treasury invested in securities, and

(7) Any other financing capability available in the Treasury of the State of California at whatever interest rate and other financing costs are provided in the law authorizing such borrowing. However, the use of other financing from the State Treasury is intended to involve only short term borrowing at interest rates and other financing costs no greater than those charged to other State agencies during the same period, until such time as the Department can sell bonds and reimburse the source of the short term borrowing from the proceeds of the bond sale.

(x) “Capital costs” shall mean all costs incurred subsequent to authorization of a facility for construction by the Legislature or by administrative action pursuant to Section 11290 of the Water Code and to the Bond Act, including those so incurred prior to the beginning of the project repayment period as herein defined and any accrued unpaid interest charges thereon at the rates specified herein, which are properly chargeable to the construction of and the furnishing of equipment for the facilities of the System, including the costs of surveys, engineering studies, exploratory work, designs, preparation of construction plans and specifications, acquisition of lands, easements and rights-of-way, relocation work, and essential administrative work in connection therewith, all as shown upon the official records of the Department of Water Resources.

(y) <sup>9</sup>“Project repayment period” shall mean that period of years commencing on January 1, 1961, and extending until December 31, 2035; *Provided*, that whenever construction of any project facilities is financed by a bond issue with maturity dates later than December 31, 2035, whether the bonds are issued pursuant to the Bond Act or other authority, repayment of the costs of such facilities shall be extended to end on the date of the latest maturities of the bonds with which construction of such facilities <is> financed.

(z) “Municipal use” shall mean all those uses of water common to the municipal water supply of a city, town, or other similar population group, including uses for domestic purposes, uses for the purposes of commerce, trade or industry, and any other use incidental thereto for any beneficial purpose. <This text appeared in the original contract.>

<sup>10</sup>(z) Reserved for future use. <This second Article 1(z) was added by Amendment No. 15.>

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<sup>9</sup> Amended: Amendment No. 13

<sup>10</sup> Amended: Amendment No. 15

(aa) “Manufacturing use” shall mean any use of water primarily in the production of finished goods for market. <This text appears in the original contract.>

<sup>11</sup>(aa) Reserved for future use. <This second Article 1(aa) was added by Amendment No. 15.>

(bb) “Agricultural use” shall mean any use of water primarily in the production of plant crops or livestock for market, including any use incidental thereto for domestic or stock-watering purposes. <This text appears in the original contract.>

<sup>12</sup>(bb) Reserved for future use. <This second Article 1(bb) was added by Amendment No. 15.>

(cc) “Subject to approval by the State” shall mean subject to the determination and judgment of the State as to acceptability. <This text appears in the original contract.>

<sup>13</sup>(cc) “Water system revenue bonds” shall mean revenue bonds or revenue bond anticipation notes issued by the State under the Central Valley Project Act after January 1, 1987 for water system facilities identified in Article 1(hh). <This second Article 1(cc) was added by Amendment No. 15.>

(dd) “Area of origin statutes” shall mean Section 10505 and Sections 11460 through 11463 of the Water Code as now existing or hereafter amended. <This text appears in the original contract.>

<sup>14</sup>(dd) Reserved for future use. <This second Article 1(dd) was added by Amendment No. 15.>

(ee) “Zone Seven” shall mean the area in eastern Alameda County designated as Zone No. 7 on the records of the Alameda County Flood Control and Water Conservation District. <This text appears in the original contract.>

<sup>15</sup>(ee) Reserved for future use. <This second Article 1(ee) was added by Amendment No. 15.>

<sup>16</sup>(ff) Reserved for future use.

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<sup>11</sup> Amended: Amendment No. 15

<sup>12</sup> Amended: Amendment No. 15

<sup>13</sup> Amended: Amendment No. 15

<sup>14</sup> Amended: Amendment No. 15

<sup>15</sup> Amended: Amendment No. 15

<sup>16</sup> Amended: Amendment No. 15

<sup>17</sup>(gg) “East Branch Enlargement Facilities” shall mean all of the following:

(1) The facilities remaining to be constructed as part of the East Branch Enlargement construction;

(2) The work done pursuant to the letter agreement between the State and The Metropolitan Water District of Southern California dated November 29, 1966, which consisted of constructing the California Aqueduct between Cottonwood (now known as Alamo) Powerplant and Cedar Springs (now known as Silverwood) Reservoir so that, by future additions to the canal lining, siphons, and additional pumping units at Pearblossom Pumping Plant, the capacity could be increased by a then-estimated approximately 700 cubic feet per second;

(3) That portion of the enlargement of the Pearblossom Pumping Plant Forebay and Cofferdam construction which would not have been constructed but for the proposed East Branch Enlargement and which was done pursuant to the letter agreement between the State and The Metropolitan Water District of Southern California, dated January 19, 1984;

(4) That portion of the canal lining work between Alamo Powerplant and Pearblossom Pumping Plant done pursuant to the letter agreements between the State and The Metropolitan Water District of Southern California, dated July 2, 1984, and May 15, 1985, which increased the East Branch Aqueduct capacity beyond that set forth in Table B-2 as shown in State Bulletin 132-70;

(5) That portion of Reach 24 (Silverwood Lake) to be determined by reallocation of Reach 24 to reflect the additional use to be made of that reach as a result of the East Branch Enlargement operation; and

(6) That portion of Reach 25 (San Bernardino Tunnel) to be determined by an allocation of total delivery capacity of Reach 25 between the basic East Branch facilities and the East Branch Enlargement as a result of East Branch Enlargement operation.

<sup>18</sup>(hh) “Water System Facilities” shall mean the following facilities to the extent that they are financed with water system revenue bonds or to the extent that other financing of such facilities is reimbursed with proceeds from water system revenue bonds:

(1) The North Bay Aqueduct,

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<sup>17</sup> Amended: Amendment No. 15

<sup>18</sup> Amended: Amendments No. 15 and 18

- (2) The Coastal Branch Aqueduct,
- (3) Delta Facilities, including Suisun Marsh facilities, to serve the purposes of water conservation in the Delta, water supply in the Delta, transfer of water across the Delta, and mitigation of the environmental effects of project facilities, and to the extent presently authorized as project purposes, recreation and fish and wildlife enhancement,
- (4) Local projects as defined in Article 1(h)(2) designed to develop no more than 25,000 acre-feet of project yield from each project,
- (5) Land acquisition prior to December 31, 1995, for the Kern Fan Element of the Kern Water Bank,
- (6) Additional pumps at the Banks Delta Pumping Plant,
- (7) The transmission line from Midway to Wheeler Ridge Pumping Plant,
- (8) Repairs, additions, and betterments to conservation or transportation facilities existing as of January 1, 1987, and to all other facilities described in this subarticle (hh) except for item (5),
- (9) A project facilities corporation yard, and
- (10) A project facilities operation center.

<sup>19</sup>(ii) “Carry-over Entitlement Water” shall mean water from a contractor’s annual entitlement for a respective year which is made available for delivery by the State in the next year pursuant to Article 12(e).

<sup>20</sup>(jj) “Interruptible water” shall mean project water available as determined by the State that is not needed for fulfilling contractors’ annual entitlement deliveries as set forth in their water delivery schedules furnished pursuant to Article 12 or for meeting project operational requirements, including storage goals for the current or following years.

<sup>21</sup>(kk) “Nonproject water” shall mean water made available for delivery to contractors that is not project water as defined in Article 1(j).

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<sup>19</sup> Amended: Amendment No. 16

<sup>20</sup> Amended: Amendment No. 18

<sup>21</sup> Amended: Amendment No. 18

<sup>22</sup>(11) “Monterey Amendments” shall mean this amendment and substantially similar amendments to other contractors’ water supply contracts that include, among other provisions, the addition of Articles 51 through 56.

**2. <sup>23</sup>TERM OF CONTRACT.**

This contract shall become effective on the date first above written and shall remain in effect for the longest of the following:

1. The project repayment period
2. 75 years
3. The period ending with the latest maturity date of any bond issue used to finance the construction costs of project facilities.

**3. VALIDATION.**

Within one (1) year after the effective date of this contract, the District shall submit this contract to a court of competent jurisdiction for determination of its validity by a proceeding in mandamus or other appropriate proceeding or action, which proceeding or action shall be diligently prosecuted to final decree or judgment. In the event that this contract is determined to be invalid by such final decree or judgment, the State shall make all reasonable efforts to obtain validating legislation at the next session of the Legislature empowered to consider such legislation, and within six (6) months after the close of such session, if such legislation shall have been enacted, the District shall submit this contract to a court of competent jurisdiction for redetermination of its validity by appropriate proceeding or action, which proceeding or action shall be diligently prosecuted to final decree or judgment.

**4. <sup>24</sup>OPTION FOR CONTINUED SERVICE.**

By written notice to the State at least six (6) months prior to the expiration of the term of this contract, the District may elect to receive continued service after expiration of said term under the following conditions unless otherwise agreed to:

- (1) Service of water in annual amounts up to and including the District’s maximum annual entitlement hereunder.
- (2) Service of water at no greater cost to the District than would have been the case had this contract continued in effect.

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<sup>22</sup> Amended: Amendment No. 18

<sup>23</sup> Amended: Amendment No. 13

<sup>24</sup> Amended: Amendment No. 18

(3) Service of water under the same physical conditions of service, including time, place, amount and rate of delivery, as are provided for hereunder.

(4) Retention of the same chemical quality objective provision as is set forth herein.

(5) Retention of the same options to utilize the project transportation facilities as are provided for in Articles 18(c) and 55, to the extent such options are then applicable.

Other terms and conditions of the continued service shall be reasonable and equitable and shall be mutually agreed upon. In the event that said terms and conditions provide for continued service for a limited number of years only, the District shall have the same option to receive continued service here provided for upon the expiration of that and each succeeding period of continued service.

## **5. PLEDGE OF REVENUES.**

This contract is entered into for the direct benefit of the holders and owners of all general obligation bonds issued under the Bond Act, and the income and revenues derived from this contract are pledged to the purposes and in the priority set forth in that act.

## **B. WATER SERVICE PROVISIONS**

### **6. ANNUAL ENTITLEMENTS; INTERIM SERVICE OF BUREAU WATER.**

(a) The year of initial Bureau water delivery to the District is presently estimated to be 1962. The year of initial project water delivery is presently estimated to be 1967. To the extent practicable, the State shall notify the District of any change in this estimate.

(b) Each year prior to the year of initial project water delivery to the District and commencing in 1962, which year shall correspond to year “1” in Table A, included in subdivision (c) of this article, the State, to the extent Bureau water is available to the State, shall make Bureau water available for delivery to the District in the amounts designated in Table A for the respective years of delivery: *Provided*, That such service of Bureau water shall be subject to all applicable terms and conditions of this contract governing the service of project water, unless otherwise specifically provided; to all applicable terms and conditions of the Bureau-State Contract; and to the following special terms and conditions:

(1) In any year in which there may occur for any reason a shortage in the supply of Bureau water available for delivery to those contractors entitled to receive such water under their respective contracts, with the result that such supply is less than the total of the amounts of Bureau water to be made available to such contractors under their respective contracts in that year, the State shall, by amendment of Table A in the respective contract, reduce the amount of water to be made available for delivery to each such contractor under its contract in that year in an amount which bears the same proportion to the amount of the shortage in said Bureau water supply that the amount of Bureau water otherwise to be made available for delivery to the contractor under its contract in that year bears to the total of the amounts of Bureau water otherwise to be made available for delivery to all such contractors under their respective contracts in that year, all as determined by the State: *Provided*, That the State may apportion the available supply of Bureau water on some other basis if such is required to meet minimum demands for domestic supply, fire protection, or sanitation during the year.

(2) Bureau agricultural water delivered to the District pursuant to this contract shall not be furnished by the District to any excess land as hereinafter defined. As used in this subdivision (b) of Article 6, but not as used in Article 30, the term “excess land” shall mean that part of the irrigable land within the district in excess of one hundred-sixty (160) acres held in the beneficial private ownership of any one person and the term “nonexcess land” means all irrigable land which is not excess land. As a condition precedent to the right to receive water made available pursuant to this



contract each owner of excess land shall be required to select his nonexcess land and to file in the office of the District and with the State, in duplicate, one copy thereof to be furnished by the State to the United States, his written designation and description thereof. Upon the failure of the landowner to do so the State shall make such designation and mail a notice thereof to such landowner. In the event the State fails to act within a reasonable period of time, such designation may be made by the United States by notice to the State and the landowner. The landowner shall then be bound by such designation and the district shall furnish water provided under this contract only to the designated nonexcess land. A landowner may, with the consent of the United States, change the designation provided that an equal acreage of land previously designated as nonexcess shall become excess.

(3) <sup>25</sup>Service of Bureau water to the District shall extend into the year of initial project water delivery to the District for any portion thereof in which project water is not available for delivery to the District: *Provided*, That an appropriate portion of the amount of water designated in Table A for said year shall be determined by the State to be Bureau water for the purposes of this contract, in accordance with the District's delivery schedule for that year established pursuant to Article 12.

(c) <sup>26</sup>District's Annual Table A Amounts

Service of Bureau water to the District pursuant to subdivision (b) of this article shall cease in the year preceding the year of initial project water delivery to the District, except as provided in subparagraph (3) of that subdivision. Commencing with the year of initial project water delivery to the District, the State each year shall make project water available for delivery to the District the amounts of project water designated in Table A of this contract for the respective years of delivery: *Provided*, That if the District receives service of Bureau water during the year of initial project water delivery to the District pursuant to subparagraph (3) of subdivision (b) of this article, the amount of project water made available for delivery to the District in said year shall be only that portion of the amount of water designated in Table A for said year which is not determined by the State to be Bureau water pursuant to said subparagraph (3). The amount of water designated in Table A for the year of delivery corresponding to the year of initial project water delivery to the District, less any portion thereof which is determined by the State to be Bureau water pursuant to subparagraph (3) of subdivision (b) of this article, and the amount of water designated in Table A for all succeeding years are referred to in this contract as the District's Annual Table A Amounts and shall be subject to change as provided in Article 7(a).

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<sup>25</sup> Amended: Amendment No. 1

<sup>26</sup> Amended: Amendment No. 22

<sup>27</sup>TABLE A

**ANNUAL AMOUNTS  
ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, ZONE 7**

<b>Year</b>	<b>Total Annual Amount In Acre-feet</b>
1 (1968)	6,900
2 (1969)	8,200
3 (1970)	10,000
4 (1971)	11,200
5 (1972)	12,400
6 (1973)	13,600
7 (1974)	14,800
8 (1975)	16,000
9 (1976)	17,200
10 (1977)	18,400
11 (1978)	19,600
12 (1979)	20,800
13 (1980)	22,000
14 (1981)	23,000
15 (1982)	24,000
16 (1983)	25,000
17 (1984)	26,000
18 (1985)	27,000
19 (1986)	28,000
20 (1987)	29,000
21 (1988)	30,000
22 (1989)	31,000
23 (1990)	32,000
24 (1991)	34,000
25 (1992)	36,000
26 (1993)	38,000
27 (1994)	40,000
28 (1995)	42,000
29 (1996)	44,000
30 (1997)	46,000
31 (1998)	46,000
32 (1999)	46,000
33 (2000)	68,000
34 (2001)	78,000
35 (2002)	78,000
36 (2003)	78,400
<del>37 (2004)</del>	<del>78,400</del>
<b>37 (2004)</b>	<b>80,619</b>
And each succeeding year thereafter, for the term of this contract:	<b>80,619</b>

In any year, the amounts designated in this Table A shall not be interpreted to mean that the State is able to deliver those amounts in all years. Article 58 describes the State's process for providing current information for project delivery capability.

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<sup>27</sup> Amended: Amendment No. 1, 4, 19, 20, 21, 22, 23, and 25

(d) Subject to the availability of funds, the State shall make all reasonable efforts consistent with sound fiscal policies, reasonable construction schedules, and proper operating procedures to complete the project facilities necessary for delivery of project water to the District in such manner and at such times that said delivery can commence in or before 1967, and can continue in the amounts designated in Table A.

**7. CHANGE IN ANNUAL ENTITLEMENTS; MAXIMUM ANNUAL ENTITLEMENT.**

(a) <sup>28</sup>Changes in Annual Entitlements.

The District may, at any time or times during the term of this contract, by timely written notice furnished to the State, request that project water be made available to it thereafter in annual amounts greater or less than the annual entitlements designated in Table A of this contract. Subject to approval by the State of any such request, the State's construction schedule shall be adjusted to the extent necessary to satisfy the request, and the requested increases or decreases in said annual entitlements shall be incorporated in said Table A by amendment thereof. Requests for changes in annual entitlements for more than one year shall be approved by the State: *Provided*, That no change shall be approved if in the judgment of the State it would impair the financial feasibility of project facilities.

(b) <sup>29</sup>The maximum amount of project water to be made available to the District in any one year under this contract shall be 46,000 acre-feet, referred to in this contract as the District's maximum annual entitlement, and in no event shall such maximum amount of project water to be made available to the District be increased over this amount, except as is provided for in Articles 8 and 15(c).

<sup>30</sup>(c) Subject to approval by the State and similar rights of other contractors, the District may increase its annual entitlement for any year in which local water supplies available to the District are deficient due to climatic conditions up to the amount of its maximum annual entitlement: *Provided*, That such increase in delivery of water shall not interfere with the delivery of their respective annual entitlements to other contractors.

<sup>31</sup>(d) In a year in which the District is unable to accept an amount of project water equal to its annual entitlement for that year because of above-average local water supply available to the District due to climatic conditions which occur subsequent to a year in which the District has increased its annual entitlement pursuant to subdivision (c) of this article, the District may make a reduction in its

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<sup>28</sup> Amended: Amendment No. 18

<sup>29</sup> Amended: Amendment No. 1

<sup>30</sup> Amended: Amendment No. 1

<sup>31</sup> Amended: Amendment No. 1

annual entitlement which shall not exceed the sum of all prior increases in annual entitlement made under subdivision (c) of this article less the sum of all prior decreases in annual entitlement made under this subdivision.

<sup>32</sup>(e) In the event that, due to conditions of above-average local water supply available to the District because of favorable climatic conditions, the District in any year is unable to accept an amount of project water equal to its annual entitlement for said year as set forth in Table A, included in Article 6(c), the District shall remain obligated to make all payments required under this contract, as set forth in Article 9, including the capital cost component and the minimum operation, maintenance, power and replacement component of the Delta Water Charge: *Provided*, That the District's annual entitlement for said year is not reduced under the provision of subdivision (d) of this article.

<sup>33</sup>(f) In a year in which local water supplies available to the District are deficient because of climatic conditions which occur subsequent to a year in which deliveries to the District have been decreased under subdivision (e) of this article the District may request and the State shall, consistent with similar rights of other contractors, deliver project water in an amount greater than the annual entitlement set forth for that year in Table A included in Article 6(c) but not to exceed the sum of all prior amounts of project water not delivered to the District, but for which the District has paid the capital cost component and the minimum operation, maintenance, power and replacement component of the Delta Water Charge under subdivision (e) of this article, less the sum of all prior deliveries of project water to the District under the provisions of this subdivision: *Provided*, That the sum of annual entitlement of the District for that year and the amount of water delivered to the District in excess of its annual entitlement under this subdivision shall not exceed the maximum annual entitlement of the District: *Provided further*, That such increase in delivery of water shall not interfere with the delivery to other contractors of their respective annual entitlements, but shall be paramount to the right of any contractor to receive surplus water.

## **8. OPTION TO INCREASE MAXIMUM ANNUAL ENTITLEMENT.**

(a) In the event that the maximum annual entitlements to water from the South Bay Aqueduct under all contracts executed by the State on or before November 30, 1961, do not aggregate 210,000 acre-feet per year, the State shall immediately notify all contractors served by the South Bay Aqueduct, and each such contractor may request that it become entitled to any amount of the 210,000 acre-feet per year of water not contracted for. Such request shall be subject to approval by the State and shall be considered in the light of all similar requests from other contractors. The State shall approve such request only to the extent that the water involved can be put to beneficial use within a reasonable period of time.

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<sup>32</sup> Amended: Amendment No. 1

<sup>33</sup> Amended: Amendment No. 1

(b) In the event that the maximum annual entitlements under all contracts executed by the State on or before December 31, 1963, do not aggregate the amount of the minimum project yield as herein defined, the State shall immediately notify all contractors, and each contractor may elect to become entitled to the uncontracted for portion of the minimum project yield in or up to an amount which bears the same ratio to such uncontracted for portion as the contractor's maximum annual entitlement bears to the total of the maximum annual entitlements of all contractors as of that date: *Provided*, That such option may be exercised only to the extent that the water involved can be put to beneficial use within a reasonable period of time. Such option shall become effective on the date that the contractor receives said notice from the State and shall remain in effect through September 30, 1964. If the full amount of such uncontracted for portion of the minimum project yield is not preempted by the contractors under this option on or before September 30, 1964, each contractor may request that it become entitled to any amount of such water not so preempted. Such request shall be subject to approval by the State and shall be considered in the light of all similar requests from other contractors. The State shall approve such request only to the extent that the water involved can be put to beneficial use within a reasonable period of time.

(c) Upon the approval of a request or upon the exercise of an option provided for in this article, the District's maximum annual entitlement under Article 7(b) shall be increased by the amount of the additional entitlement thereby obtained by amendment of that article, and the District shall become obligated and hereby agrees to pay to the State a proportionate share of the costs attributable to such increase in accordance with cost allocation principles and procedures set forth in this contract. The service of and payment for said increased entitlement shall in all respects be subject to the terms and conditions of this contract.

## **9. OBLIGATION TO DELIVER WATER MADE AVAILABLE.**

Project water made available to the District pursuant to Article 6 shall be delivered to the District by the State at the delivery structures established in accordance with Article 10. At any time or times the District may refuse to accept delivery of water made available to it: *Provided*, That in such event, the District shall remain obligated to make all payments required under this contract.

## **10. DELIVERY STRUCTURES.**

(a) Project water made available to the District pursuant to this contract shall be delivered to the District at such locations and times and through delivery structures of such capacities as are requested by the District and approved by the State.

(b) Pursuant to subdivision (a) of this article, the District shall furnish to the State on or before December 31, 1961, its written requests as to:

- (1) The location of delivery structures for delivery of project water to it.
  - (2) The time at which project water is first to be delivered through each such delivery structure.
  - (3) The maximum instantaneous flow capacity in cubic feet per second to be provided in each such delivery structure.
  - (4) The maximum amount of water in acre-feet to be delivered in any one month through each such delivery structure.
  - (5) The total combined maximum instantaneous flow capacity in cubic feet per second to be provided by all such delivery structures.
  - (6) The total maximum amount of water in acre-feet to be delivered in any one month through all such delivery structures.
- (c) From time to time the District may request delivery structures in addition to those requested pursuant to subdivision (b) of this article.
- (d) The District shall pay all of the costs of delivery structures for the delivery of project water to it, and shall deposit with the State, prior to the commencement of construction of any such delivery structure not yet constructed, or by March 1, 1962, for any delivery structure under construction, an amount of money estimated by the State to be sufficient to cover the costs thereof.

## **11. MEASUREMENT OF WATER DELIVERED.**

(a) The State shall measure all project water delivered to the District and shall keep and maintain accurate and complete records thereof. For this purpose, the State shall install, operate, and maintain at all delivery structures for delivery of project water to the District such measuring devices and equipment as are satisfactory and acceptable to both parties. Said devices and equipment shall be examined, tested, and serviced regularly to insure their accuracy. At any time or times, the District or any other contractor may inspect such measuring devices and equipment, and the measurements and records taken therefrom.

(b) The District shall pay all of the costs of acquiring and installing the measuring devices and equipment provided for in subdivision (a) of this article, and shall deposit with the State, prior to such acquisition and installation, or on March 1, 1962, for devices already under construction, an amount of money estimated by the State to be sufficient to cover such costs.

12. <sup>34</sup>**PRIORITIES, AMOUNTS, TIMES AND RATES OF DELIVERIES. <Title Amended Only.>**

(a) The amounts, times, and rates of delivery of project water to the District during any year shall be in accordance with a water delivery schedule for that year, such schedule to be determined in the following manner:

(1) On or before October 1 of each year, the District shall submit in writing to the State a preliminary water delivery schedule, subject to the provisions of this article and Articles 6(b), 6(c), 7(b), 10, and 17, indicating the amounts of water desired by the District during each month of the succeeding five (5) years.

(2) <sup>35</sup>Upon receipt of a preliminary schedule the State shall review it and, after consultation with the District, shall make such modifications in it as are necessary to insure the delivery of the annual quantity allocated to the District in accordance with Article 18 and to insure that the amounts, times, and rates of delivery to the District will be consistent with the State's overall delivery ability, considering the then current delivery schedules of all contractors. On or before December 1 of each year, the State shall determine and furnish to the District the water delivery schedule for the next succeeding year which shall show the amounts of water to be delivered to the District during each month of that year.

(3) A water delivery schedule may be amended by the State upon the District's written request. Proposed amendments shall be submitted by the District within a reasonable time before the desired change is to become effective, and shall be subject to review and modification by the State in like manner as the schedule itself.

(b) In no event shall the State contract to deliver to any contractor through all delivery structures provided for such contractor a total amount of project water in any year greater than the contractor's annual entitlement for that year; nor to deliver to any contractor from the project transportation facilities downstream from Pumping Plant VI in any one month of any year a total amount of project water greater than eleven percent (11%) of such contractor's annual entitlement for that year; nor to deliver to any contractor from the project transportation facilities upstream from said Pumping Plant VI in any one month of any year a total amount of project water greater than the sum of eighteen percent (18%) of that portion of such contractor's annual entitlement for that year to be put to agricultural use, as determined by the State, and eleven percent (11%) of that portion of such contractor's annual entitlement for that year to be put to municipal use, as determined by the State: *Provided*, That if the State delivers project water to any

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<sup>34</sup> Amended: Amendment No. 18

<sup>35</sup> Amended: Amendment No. 18

contractor through delivery structures both downstream and upstream from said Pumping Plant VI, the foregoing limitations shall be based on an appropriate apportionment of such contractor's annual entitlement for the respective year to the respective portions of such contractor's service area to which delivery is made from the project transportation facilities downstream from said Pumping Plant VI and from the project transportation facilities upstream therefrom: *Provided further*, That the respective percentages set forth hereinabove may be revised for a particular contractor by amendment of this subdivision after submission to the State of that contractor's requests with respect to maximum monthly deliveries, such revision being subject to approval by the State and subject to advancement to the State by the contractor of funds sufficient to cover any additional costs of the project transportation facilities occasioned thereby, the amount of such funds to be determined pursuant to Article 24(d).

(c) <sup>36</sup>In no event shall the State be obligated to deliver water to the Agency <District> through all delivery structures at a total combined instantaneous rate of flow exceeding one hundred fifty four (154) cubic feet per second, except as this rate of flow may be revised by amendment of this article after submission to the State of the Agency's <District's> requests with respect to maximum flow capacities to be provided in said delivery structures, pursuant to Article 10.

(d) <sup>37</sup>Deleted

<sup>38</sup>(e) Delivery of Carry-over Entitlement Water

Upon request of the Agency <District>, the State shall make Carry-over Entitlement Water available for delivery to the Agency <District> during the first three months of the next year, to the extent that such deliveries do not adversely affect current or future project operations, as determined by the State. The State's determination shall include, but not be limited to the operational constraints of project facilities, filling of project conservation storage, flood control releases and water quality restrictions.

Carry-over of entitlement water shall be limited to entitlement water that was included in the Agency's <District's> approved delivery schedule for October, November and December, but was not delivered due to:

(1) scheduled or unscheduled outages of facilities within the Agency's <District's> service area; or

(2) a delay in the planned application of a contractor's annual entitlement water for pre-irrigation; or

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<sup>36</sup> Amended: Amendment No. 1, 19, 20, 21, 23, and 25

<sup>37</sup> Amended: Amendments No. 1 and 18

<sup>38</sup> Amended: Amendment No. 16



(3) a delay in the planned spreading of the Agency's <District's> annual entitlement water for ground water storage.

After determining that the carry-over of entitlement water would not adversely affect project operations, the State shall notify the Agency <District> of the amount of entitlement water to be carried over to the following January through March period. The notification shall include the proposed terms and conditions consistent with this Article 12(e) that would govern the delivery of the Carry-over Entitlement Water.

The Agency <District> agrees to pay all significant identifiable costs associated with its Carry-over Entitlement Water, as determined by the State.

All scheduling and delivery of Carry-over Entitlement Water shall be carried out pursuant to the provisions of this contract.

The Agency <District> agrees to forego the delivery of any Carry-over Entitlement Water that is lost because of project operations or is not delivered by March 31 of the next year.

Any Carry-over Entitlement Water foregone by the Agency <District> will become a part of the current year's total project supply.

<sup>39</sup>(f) Priorities

Each year water deliveries to the contractors shall be in accordance with the following priorities to the extent there are conflicts:

First, project water to meet scheduled deliveries of contractors' annual entitlements for that year.

Second, interruptible water to the extent contractors' annual entitlements for that year are not met by the first priority.

Third, project water to fulfill delivery requirements pursuant to Article 14(b).

Fourth, project water previously stored pursuant to Articles 12(e) and 56.

Fifth, nonproject water to fulfill contractors' annual entitlements for that year not met by the first two priorities.

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<sup>39</sup> Amended: Amendment No. 18

Sixth, additional interruptible water delivered to contractors in excess of their annual entitlements for that year.

Seventh, additional nonproject water delivered to contractors in excess of their annual entitlements for that year.

**13. RESPONSIBILITIES FOR DELIVERY AND DISTRIBUTION OF WATER.**

(a) Neither the State nor any of its officers, agents, or employees shall be liable for the control, carriage, handling, use, disposal, or distribution of project water supplied to the District after such water has passed the delivery structures established in accordance with Article 10; nor for claim of damage of any nature whatsoever, including but not limited to property damage, personal injury or death, arising out of or connected with the control, carriage, handling, use, disposal or distribution of such water beyond said delivery structures; and the District shall indemnify and hold harmless the State and its officers, agents, and employees from any such damages or claims of damages.

(b) Neither the District nor any of its officers, agents, or employees shall be liable for the control, carriage, handling, use, disposal, or distribution of project water before such water has passed the delivery structures established in accordance with Article 10; nor for claim of damage of any nature whatsoever, including but not limited to property damage, personal injury or death, arising out of or connected with the control, carriage, handling, use, disposal, or distribution of such water before it has passed said delivery structures.

**14. <sup>40</sup>CURTAILMENT OF DELIVERY.**

(a) State May Curtail Deliveries

The State may temporarily discontinue or reduce the delivery of project water to the District hereunder for the purposes of necessary investigation, inspection, maintenance, repair, or replacement of any of the project facilities necessary for the delivery of project water to the District, as well as due to outages in, or reduction in capability of, such facilities beyond the State's control or unuseability of project water due to an emergency affecting project facilities. The State shall notify the District as far in advance as possible of any such discontinuance or reduction, except in cases of emergency, in which case notice need not be given.

(b) District May Receive Later Delivery of Water Not Delivered

In the event of any discontinuance or reduction of delivery of project water pursuant to subdivision (a) of this article, the District may elect to receive the amount of annual entitlement which otherwise would have been delivered to it during such

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<sup>40</sup> Amended: Amendments No. 1 and 18

period under the water delivery schedule for that year at other times during the year or the succeeding year to the extent that such water is then available and such election is consistent with the State's overall delivery ability, considering the then current delivery schedules of annual entitlement to all contractors.

## **15. USE OF WATER.**

(a) No sale or other disposal of project water delivered to the District pursuant to this contract shall be made by the District for use of such water outside of Zone Seven which would, in the judgment of the State, materially impair the District's capacity to make payments to the State as provided for in this contract. Except insofar as such water is sold by the District to the United States, the State of California, or to purchasers for use within areas which are outside the areas proposed to be served by the State with water made available by the System, project water delivered to the District pursuant to this contract shall not be sold or otherwise disposed of by the District for use outside of Zone Seven without the prior written consent of the State. The District shall notify the State as promptly as feasible of all sales or other disposals of project water made or proposed to be made by the District for use outside of Zone Seven.

(b) While this contract is in effect, no change shall be made in the organization of the District or the boundaries of Zone Seven which would materially impair the District's capacity to make payments to the State as provided for herein. The District shall notify the State as promptly as feasible of any change or proposed change in the boundaries of Zone Seven.

(c) In the event of annexation to Zone Seven of territory lying within an area served or to be served by the State with project water pursuant to a contract between the State and another contractor, and subject to the consummation of appropriate agreements between the State, the District, and such other contractor, the District's annual entitlements and maximum annual entitlement under this contract shall be increased by the amounts of the annual entitlements and maximum annual entitlement, respectively, contracted for by said contractor for use in said annexed territory. In the event of annexation to Zone Seven of territory lying within an area proposed to be served by the State with project water, but for which no contract has been executed by the State for service of project water for use in such annexed territory, the District's annual entitlements and maximum annual entitlement under this contract, at the request of either the State or the District, shall be increased by the amounts of the prospective annual entitlements and maximum annual entitlement, respectively, allocated or assigned by the State for use in said annexed territory. Upon any increase in the District's annual entitlements and maximum annual entitlement pursuant to this subdivision, Table A included in Article 6(c), and Article 7(b) shall be amended accordingly and the District shall become obligated and hereby agrees to pay to the State a proportionate share of the costs attributable to such increase in accordance with cost allocation principles and procedures set forth

in this contract. The service of and payment for such increased annual entitlements and maximum annual entitlements shall in all respects be subject to the terms and conditions of this contract.

(d) The State shall make no other contract to supply project water or Bureau water for use within the boundaries of Zone Seven without the consent of the Board of Directors of Zone Seven.

## **16. CONTINUITY AND DEPENDABILITY OF WATER SUPPLY.**

(a) <sup>41</sup>Limit on Total of all Maximum Annual Table A Amounts

The District's Maximum Annual Table A Amount hereunder, together with the maximum Table A amounts of all other contractors, shall aggregate no more than 4,185,000 acre-feet of project water.

(b) The State shall make all reasonable efforts to perfect and protect water rights necessary for the System and for the satisfaction of water supply commitments under this contract.

(c) Commencing within two (2) years from the year of initial project water delivery to the District, the State shall submit to the District at not more than five-year intervals a report on the State's ability to meet future demands for project water and for supplemental water, and on the State's plans for constructing additional project conservation facilities and supplemental conservation facilities. Such reports shall include all estimates, projections, and other data which the State deems relevant thereto.

(d) Bond funds required to be expended for the construction of additional facilities of the System under the provisions of Section 12938 of the Water Code shall be expended only for construction of additional project conservation facilities as defined herein, and related, appurtenant facilities necessary and desirable to meet local needs: *Provided*, That if at any time after 1985 the State finds that a part or all of such bond funds are not then required for the above purpose, and will not be so required within the next succeeding ten (10) years, such bond funds may be used, to the extent permitted in the Bond Act, to construct supplemental conservation facilities as defined herein.

(e) In planning and designing supplemental conservation facilities the State shall give consideration to the requirements and demands for supplemental water of the District and others who have contracted for project water. Entitlements to supplemental water shall be obtained, and repayment therefor shall be arranged, in contracts separate from contracts for project water.

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<sup>41</sup> Amended: Amendments No. 2, 18 and 22

## 17. CONSTRUCTION OF PROJECT FACILITIES.

(a) Subject to the rights of the District under subdivision (b) of this article and the other provisions of this contract, the State shall provide in each aqueduct reach of the Project transportation facilities such maximum monthly delivery capability for the transport and delivery of Project water to the District as, in the judgment of the State, will best serve the interests of the District and all other contractors entitled to delivery of Project water from or through said facilities: *Provided*, That prior to December 31, 1961, the District shall furnish to the State a written request specifying such maximum monthly delivery capabilities, and the State shall give full consideration to such request in planning and designing said facilities.

(b) The State shall design and construct the project transportation facilities so as to provide in each reach thereof, including reservoirs, the capacity necessary to enable delivery of project water in each year to the District and to other contractors in the maximum monthly amounts and at the locations, times, and maximum rates specified or provided for in their respective contracts for such year, and shall include in each such reach such capacity as is economically justified in the judgment of the State to compensate for scheduled outages for purposes of necessary investigation, inspection, maintenance, repair or replacement of project facilities, and for losses of water due to evaporation, leakage, seepage, or other causes. Subject to Articles 6(c), 7(b), 12(b), and 12(c), the capacity so to be provided by the State for each reach of the project transportation facilities necessary for transporting water to the District shall be sufficient to enable delivery to the District in each month of any year of an amount of water up to but not exceeding the sum of eleven percent (11%) of that portion of the District's annual entitlement for the respective year to be put to municipal use and eighteen percent (18%) of that portion of the District's annual entitlement for the respective year to be put to agricultural use, all as determined by the State, and, upon completion of the project facilities, to enable delivery to the District in each month of any year of an amount of water up to but not exceeding the sum of eleven percent (11%) of that portion of the District's maximum annual entitlement to be put to municipal use in the respective year and eighteen percent (18%) of that portion of the District's maximum annual entitlement to be put to agricultural use in the respective year, all as determined by the State: *Provided*, That regulatory storage reservoirs included in the project transportation facilities may be utilized in conjunction with conveyance capacity provided in said facilities for delivery to the District of the foregoing monthly amounts, subject to the retention at all times, except during periods of emergency, in each such reservoir of an amount of stored water reasonably sufficient to meet emergency requirements of the District for project water during the respective year.

(c) The District shall have a reasonable opportunity to inspect and study the State's plans and specifications for all project facilities and may make comments and recommendations thereon to the State. Such privilege shall also extend to any plans and specifications or proposed agreements for the use by the State, in

conjunction with the project facilities, of facilities owned by an entity other than the State. The State shall not enter into any such agreement which would impair the State's ability to perform fully its obligations under this contract.

(d) No bonds shall be sold nor funds expended under the authority of the Bond Act for the construction of any aqueduct or appurtenance thereto included in the System unless and until contracts are executed which will insure the recovery by the State of at least seventy-five percent (75%) of those capital costs of the particular aqueduct and any appurtenances thereto which shall be reimbursable by the contractors as determined by the State; nor shall any bonds be sold or funds expended under the authority of the Bond Act for the construction of any project conservation facility or supplemental conservation facility, unless and until contracts are executed which, together with estimated revenues from the sale or other disposal of electrical energy generated in connection with operation of project conservation facilities and supplemental conservation facilities, will insure the recovery by the State of at least seventy-five percent (75%) of those capital costs of the particular facility which shall be reimbursable by the contractors as determined by the State: *Provided*, That the foregoing limitations shall not apply with respect to: (1) surveys, engineering studies, exploratory work, designs, preparation of construction plans and specifications, acquisition of lands, easements and rights of way, relocation work, and essential administrative work in connection therewith; (2) construction for which appropriations had been made prior to approval of the Bond Act by the voters of the State of California; and (3) construction of facilities pursuant to an agreement between the State and the United States.

(e) In the event that the State fails or is unable to complete construction of any portion or portions of the project transportation facilities necessary to deliver water to the District as provided in this contract, and gives the District written notice thereof the District, if it be not then in default and without exclusion of such other rights as it may have under this contract, may exercise the following options:

(1) The District may provide funds to the State in such amounts and at such times as may be necessary to enable the State to complete construction of such incompleeted portion or portions of the project transportation facilities to the extent necessary for the transport and delivery of water to the District as provided for in this contract: *Provided*, That the State shall be and remain the owner of such project transportation facilities or portions thereof constructed in whole or in part with funds provided by the District, and shall be and remain obligated to operate, maintain, repair and replace such facilities to the full extent contemplated in this contract: *Provided further*, That the amount of any funds so provided by the District shall be credited by the State against the District's payment obligation under the capital cost component of the Transportation Charge, but the District shall be and remain obligated to pay its share of any capital costs of the above-described facilities not paid for with such funds, together with its

proportionate share of the operation, maintenance, power and replacement costs of such facilities.

(2) The District may at its own expense, and on a joint venture basis if such an arrangement is made with other contractors having similar options, connect to the project transportation facilities constructed by the State for the purpose of receiving project water to which it is entitled under this contract. In such event and notwithstanding any other provisions of this contract, the structures for delivery of project water to the District pursuant hereto shall thereafter be deemed to be located at such point of connection. Specific arrangements for acquiring, constructing, operating, maintaining, and replacing the District's facilities at the point of connection thereof with the State's facilities shall be in accordance with terms and conditions mutually agreed upon by the parties: *Provided*, That the State shall be and remain the owner of all facilities constructed by it to said point of connection, and the District shall be and remain obligated to pay its proportionate share of the costs thereof.

(f) Each aqueduct reach shall have at least the capacity specified in Article 23.

<sup>42</sup>(g) Adjustments Due to Supplemental Financing Costs

(1) If a contractor, with approval of the State, advances funds to the State to assist the State in financing construction of project facilities ( not including delivery structures, measuring devices and excess capacity), such advance shall be amortized by means of annual credits to the contractor having made such advance of funds to the State, with such credits being equal to the actual bond service obligations payable by such contractor by reason of such advance or, if no bonded debt was incurred, then such credits shall be sufficient to cover the repayment of principal and interest costs which would have resulted if the contractor had sold bonds for the purpose of funding the advance as determined by the State.

(2) If, after May 1, 1969, any source of funds other than those provided by the Bond Act is employed to finance construction of specific project facilities, any additional costs incurred because of such financing will not be charged to the contractors, except for adjustments to the "project interest rate".

**18. <sup>43</sup>SHORTAGE IN WATER SUPPLY.**

(a) Shortages; Delivery Priorities

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<sup>42</sup> Amended: Amendment No. 6

<sup>43</sup> Amended: Amendment No. 18

In any year in which there may occur a shortage due to drought or any other cause whatsoever, in the supply of project water available for delivery to the contractors, with the result that such supply is less than the total of the annual entitlements of all contractors for that year, the State shall allocate the available supply in proportion to each contractor's annual entitlement as set forth in its Table A for that year and shall reduce the allocation of project water to each contractor using such water for agricultural purposes and to each contractor using such water for other purposes by the same percentage of their respective annual entitlements for that year: *Provided*, that the State may allocate on some other basis if such is required to meet minimum demands of contractors for domestic supply, fire protection, or sanitation during the year. If a contractor is allocated more water than it requested, the excess water shall be reallocated among the other contractors in proportion to their annual entitlements as provided for above. The foregoing provisions of this subdivision shall be inoperative to the extent necessary to comply with subdivision (c) of this article and to the extent that a contractor's annual entitlement for the respective year reflects established rights under the area of origin statutes precluding a reduction in deliveries to such contractor.

(b) Deleted

(c) Permanent Shortage; Contracts for Areas-of-Origin

In the event that the State, because of the establishment by a party of a prior right to water under the provisions of Sections 11460 through 11463 of the Water Code, enters into a contract with such party for a dependable supply of project water, which contract will cause a permanent shortage in the supply of project water to be made available to the District hereunder:

(1) The State shall: (i) equitably redistribute the costs of all transportation facilities included in the System among all contractors for project water, taking into account the diminution of the supply to the District and other prior contractors in accordance with the terms of their contracts, and (ii) revise the District's annual entitlements and maximum annual entitlement, by amendment of Table A of this contract to correspond to the reduced supply of project water to be made available to the District: *Provided*, That such redistribution of costs of transportation facilities shall not be made until there has been reasonable opportunity for the District to exercise the option provided for in (2) below, and for other prior contractors to exercise similar options.

(2) The District, at its option, shall have the right to use any of the project transportation facilities which by reason of such permanent shortage in the supply of project water to be made available to the District are not required for delivery of project water to the District, to transport water procured by it from any other source: *Provided*, That such use shall be



within the limits of the capacities provided in the project transportation facilities for service to the District under this contract: *Provided further*, That, except to the extent such limitation in Section 12931 of the Water Code be changed, the District shall not use the project transportation facilities under this option to transport water the right to which was secured by the District through eminent domain unless such use be approved by the Legislature by concurrent resolution with a majority of the members elected to each house voting in favor thereof. This option shall terminate upon a redistribution of costs of transportation facilities by the State pursuant to (1) above. In the event that this option is exercised, the State shall take such fact into account in making such redistribution of costs, and shall offset such use as is made of the project transportation facilities pursuant thereto against any reduction in the District's payment obligation hereunder resulting from such redistribution of costs.

(d) Reinstatement of Entitlements

If after any revision of annual entitlements and maximum annual entitlements pursuant to subdivision (c) of this article, circumstances arise which, in the judgment of the State, justify a revision upward of the same, the State shall, with the consent of the affected contractor, reinstate proportionately the previously reduced entitlements of such contractor to the extent deemed justified, and shall equitably redistribute the costs of the project transportation facilities if inequities would otherwise occur as a result of such reinstatement of entitlements.

(e) Advance Notice of Delivery Reductions

The State shall give the District written notice as far in advance as possible of any reduction in deliveries to it which is to be made under subdivision (a) of this article and, to the extent possible, shall give the District written notice five (5) years in advance of any reduction in its annual entitlements and maximum annual entitlement under subdivision (c) of this article. Reports submitted to the District pursuant to Article 16(c) may constitute such notices.

(f) No Liability for Shortages

Neither the State nor any of its officers, agents, or employees shall be liable for any damage, direct or indirect, arising from shortages in the amount of water to be made available for delivery to the District under this contract caused by drought, operation of area of origin statutes, or any other cause beyond its control.

## 19. WATER QUALITY.

(a) It shall be the objective of the State and the State shall take all reasonable measures to make available, at all delivery structures for delivery of

project water to the District, project water of such quality that the following constituents do not exceed the concentrations stated as follows:

**WATER QUALITY OBJECTIVES FOR ALAMEDA COUNTY FLOOD  
CONTROL AND WATER CONSERVATION DISTRICT <ZONE 7>**

<b>Constituent</b>	<b>Unit</b>	<b>Monthly Average</b>	<b>Average for any 10-year Period</b>	<b>Maximum</b>
Total Dissolved Solids	ppm.	440	220	--
Total Hardness	ppm	180	110	--
Chlorides	ppm.	110	55	--
Sulfates	ppm.	110	20	--
Sodium Percentage	%	50	40	--
Fluoride	ppm.	--	--	1.5
Lead	ppm.	--	--	0.1
Selenium	ppm.	--	--	0.05
Hexavalent Chromium	ppm.	--	--	0.05
Arsenic	ppm.	--	--	0.05
Iron and Manganese together	ppm.	--	--	0.3
Magnesium	ppm.	--	--	125.0
Copper	ppm.	--	--	3.0
Zinc	ppm.	--	--	15.0
Phenol	ppm.	--	--	0.001

(b) The State shall regularly take samples of water at each delivery structure for delivery of project water to the District, and shall make chemical and physical analyses and tests of such samples. The State shall keep accurate and complete records of all such analyses and tests, which records shall be available for inspection by the District at any time or times.

(c) If through no negligence of the State or its officers, agents, or employees, the State is unable to attain the quality objectives set forth in subdivision (a) of this article, neither the State nor any of its officers, agents, or employees shall be liable in any manner whatsoever for such deviation from said quality objectives.

(d) The provisions of this article shall not apply to Bureau water made available for delivery to the District.

**20. SUSPENSION OF SERVICE.**

In the event of any default by the District in the payment of any money required to be paid to the State hereunder, the State may, upon not less than six months' notice to the District, suspend deliveries of water under this contract for so long as such default

continues: *Provided*, That during such period the District shall remain obligated to make all payments required under this contract: *Provided further*, That notwithstanding the above notice provision, no Bureau water shall be furnished to the District pursuant to Article (sic) 6(b) if the District is in arrears in the payment to the State of any charges of the State levied or established by the State hereunder and necessary for the purpose of raising revenues to meet the payment by the State to the United States of the State's obligation under the Bureau-State contract. Action taken pursuant to this article shall not deprive the State of or limit any remedy provided by this contract or by law for the recovery of money due or which may become due under this contract.

## 21. <sup>44</sup>INTERRUPTIBLE WATER SERVICE.

### (a) Allocation of Interruptible Water

Each year from water sources available to the project, the State shall make available and allocate interruptible water to contractors in accordance with the procedure in Article 18(a). Allocations of interruptible water in any one year may not be carried over for delivery in a subsequent year, nor shall the delivery of interruptible water in any year impact a contractor's approved deliveries of annual entitlement or the contractor's allocation of water for the next year. Deliveries of interruptible water in excess of a contractor's annual entitlement may be made if the deliveries do not adversely affect the State's delivery of annual entitlement to other contractors or adversely affect project operations. Any amounts of water owed to the District as of the date of this amendment pursuant to former Article 12 (d), any contract provisions or letter agreements relating to wet weather water, and any Article 14 (b) balances accumulated prior to 1995, are canceled. The State shall hereafter use its best efforts, in a manner that causes no adverse impacts upon other contractors or the project, to avoid adverse economic impacts due to a contractor's inability to take water during wet weather.

### (b) Rates

For any interruptible water delivered pursuant to this article, contractors shall pay the State the same (including adjustments) for power resources (including on-aqueduct, off-aqueduct, and any other power) incurred in the transportation of such water as if such interruptible water were entitlement water, as well as all incremental operation, maintenance, and replacement costs, and any other incremental costs, as determined by the State. The State shall not include any administrative or contract preparation charge. Incremental costs shall mean those nonpower costs which would not be incurred if interruptible water were not scheduled for or delivered to the contractor. Only those contractors not participating in the repayment of the capital costs of a reach shall be required to pay any use of facilities charge for the delivery of interruptible water through that reach.

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<sup>44</sup> Amended: Amendments No. 12, 17, and 18

(c) Contracts

To obtain a supply of interruptible water, a contractor shall execute a further contract with the State which shall be in conformity with this article and shall include at least provisions concerning the scheduling of deliveries of interruptible water and times and methods of payment.

## C. PAYMENT PROVISIONS

### 21.5. BUREAU WATER CHARGE.

(a) <sup>45</sup>The payments to be made by each contractor receiving service of Bureau water shall include an annual charge, during the period of such service, designated as the Bureau Water Charge. This charge shall return to the State during such period all amounts paid to the Bureau by the State to obtain water for the contractor under the Bureau-State contract. Payments of this charge shall be made in advance so as to provide the State with sufficient funds to make payments to the Bureau as required under the Bureau-State contract. For each contractor, the Bureau Water Charge shall be the sum of the following: (1) the product of \$3.50 and that portion of the amount of water to be made available for delivery to the contractor in the respective Bureau water year under its contract which is Bureau agricultural water as determined by the State; (2) the product of \$10.00 and that portion of the amount of water to be made available for delivery to the contractor in the respective Bureau water year under its contract which is Bureau municipal, industrial and domestic water as determined by the State; and (3) the cost of the pro-rata share of water lost from the project transportation facilities due to evaporation, leakage, seepage, or other causes, taking into account the quantities of Bureau agricultural water and Bureau municipal, industrial and domestic water made available for delivery to the contractor in the respective Bureau water year under its contract: *Provided*, That if in any year the amount of Bureau water to be made available for delivery to the contractor under its contract is reduced by reason of shortage as provided in Article 6(b)(1), the Bureau Water Charge shall be adjusted on the basis of such reduced amount. In computing the charge, the State shall determine the amounts of Bureau agricultural water and Bureau municipal, industrial, and domestic water to be made available for delivery to the contractor on the basis of estimates of Bureau water use of such water made pursuant to subdivision (c) of this article: *Provided*, That seventy-five (75%) of all Bureau water delivered to the District under this contract and used for ground water recharge or storage shall be deemed to be Bureau agricultural water and the remainder Bureau municipal, industrial, and domestic water: *Provided further*, That for purposes of the first year's advance payment seventy-five percent (75%) of the amount of Bureau water made available for delivery to the District under this contract shall be estimated to be Bureau agricultural water and the remainder Bureau municipal, industrial, and domestic water: *Provided further*, That an adjustment in the following year's bill shall be made to the extent that the proportion between Bureau agricultural water and Bureau municipal, industrial, and domestic water as determined pursuant to this subdivision differs from the estimate.

(b) The District's failure or refusal to accept delivery of Bureau water made available for delivery to it under Article 6(b) and Table A included in Article 6(c) shall not affect the computation of the Bureau Water Charge as provided for in

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<sup>45</sup> Amended: Amendment No. 1

subdivision (a) of this article and shall in no way relieve the District of its obligation to make payment of the charge, as so computed, pursuant to Article 29

(c) The District shall measure separately, with equipment satisfactory to the State, Bureau water delivered to it for ground water recharge, Bureau agricultural water delivered to it for surface use, and Bureau municipal, industrial, and domestic water delivered to it for surface use, and shall keep and maintain accurate and complete records thereof. At any time or times, the State may inspect such measuring equipment, and the measurements and records taken therefrom.

(d) Obligations of the District arising out of, pursuant, or incidental to the Bureau-State contract shall constitute a general obligation of the District notwithstanding the default in the payment to the District by individual water users of assessments, tolls, or other charges levied by or owing to the District and the District agrees to use all powers and resources available to it under the laws of the State of California to collect the funds necessary to meet such obligations.

## **22. DELTA WATER CHARGE.**

(a) The payments to be made by each contractor for project water shall include an annual charge designated as the Delta Water Charge. This charge, together with the total revenues derived during the project repayment period from the sale or other disposal of electrical energy generated in connection with operation of project conservation facilities, shall return to the State during the project repayment period all costs of the project conservation facilities, including capital, operation, maintenance, power, and replacement costs, which are allocated to the purpose of water conservation in, above, and below the Delta pursuant to subdivision (e) of this article during the project repayment period. Wherever reference is made, in connection with the computation or determination of the Delta Water Charge, to the costs of any facility or facilities included in the System, such reference shall be only to those costs of such facility or facilities which are reimbursable by the contractors as determined by the State.

(b) <sup>46</sup>For each contractor receiving project water in any year through December 31, 1969, the Delta Water Charge shall be the product of \$3.50 and the contractor's annual entitlement to project water for the respective year. For each contractor receiving project water in the year 1970, the Delta Water Charge shall be the product of \$6.65 and the contractor's annual entitlement to project water for that year. The \$6.65 rate for the year 1970 shall consist of a capital cost component of \$5.04 and a minimum operation, maintenance, power and replacement component of \$1.61. For each contractor receiving project water in the year 1971, the Delta Water Charge shall be the product of \$7.24 and the contractor's annual entitlement to project water for that year. The \$7.24 rate for the year 1971 shall consist of a capital cost component of \$5.44 and a minimum operation, maintenance, power and

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<sup>46</sup> Amended: Amendments No. 6 and 8

replacement component of \$1.80. After December 31, 1971, the Delta Water Charge shall consist and be the sum of the following components as these are computed in accordance with subdivisions (c) and (d) of this article: a capital cost component; a minimum operation, maintenance, power and replacement component; and a variable operation, maintenance, power and replacement component.

(c) The capital cost, the minimum operation, maintenance, power, and replacement, and the variable operation, maintenance, power, and replacement components of the Delta Water Charge, together with that portion of the revenues derived during the project repayment period from the sale or other disposal of electrical energy generated in connection with operation of project conservation facilities which is allocated by the State to repayment of the respective category of costs, shall return to the State during the project repayment period, respectively, the following categories of the costs allocated to the purpose of water conservation in, above, and below the Delta pursuant to subdivision (e) of this article: (1) capital costs; (2) operation, maintenance, power, and replacement costs incurred irrespective of the amount of project water delivered to the contractors; and (3) operation, maintenance, power, and replacement costs incurred in an amount which is dependent upon and varies with the amount of project water delivered to the contractors: *Provided*, That each of the above categories of costs shall be inclusive of the appropriate costs properly chargeable to the generation and transmission of electrical energy in connection with operation of project conservation facilities. Each component of the Delta Water Charge shall be computed on the basis of a rate which, when charged during the project repayment period for each acre-foot of the sum of the yearly totals of annual entitlements of all contractors, will be sufficient, together with that portion of the revenues derived during the project repayment period from the sale or other disposal of electrical energy generated in connection with operation of project conservation facilities which is allocated by the State to repayment of the respective category of costs, to return to the State during the project repayment period all costs included in the respective category of costs covered by that component. Each such rate shall be computed in accordance with the following formula:

$$\frac{(c_1 - r_1)(1+i)^{-1} + (c_2 - r_2)(1+i)^{-2} + \dots + (c_n - r_n)(1+i)^{-n}}{e_1(1+i)^{-1} + e_2(1+i)^{-2} + \dots + e_n(1+i)^{-n}}$$

Where:

- $i$  = The project interest rate.
- $c$  = The total costs included in the respective category of costs for the respective year of the project repayment period.
- $r$  = That portion of the revenues derived from the sale or other disposal of electrical energy allocated by the State to repayment of the costs included in the respective category for the respective year of the project repayment period.

1, 2, and  $n$

appearing  
below

$c$  and  $r$  = The respective year of the project repayment period for which costs are included in the respective category,  $n$  being the last year of the project repayment period.

$e$  = With respect to the capital cost and minimum operation, maintenance, power, and replacement components; the total of annual entitlements to project water of all contractors for the respective year of the project repayment period.

$e$  = With respect to the variable operation, maintenance, power, and replacement component, the total of the amounts of project water delivered to all contractors for the respective year of the expired portion of the project repayment period, together with the total of annual entitlements to project water of all contractors for the respective year of the unexpired portion of the project repayment period.

1, 2, and  $n$   
appearing  
below  $e$

= The respective year of the project repayment period in which the annual entitlements or project water deliveries occur,  $n$  being the last year of the project repayment period.

$n$  used  
as an

exponent = The number of years in the project repayment period.

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(d) The capital cost and minimum operation, maintenance, power, and replacement components of the Delta Water Charge shall be the product of the appropriate rate computed under subdivision (c) of this article, and the contractor's annual entitlement to project water for the respective year. The variable operation, maintenance, power, and replacement component of the charge shall be the product of the appropriate rate computed under subdivision (c) of this article and the number of acre-feet of project water delivered to the contractor during the respective year: *Provided*, That when project water has been requested by a contractor and delivery thereof has been commenced by the State, and, through no fault of the State, such water is wasted as a result of failure or refusal by the contractor to accept delivery thereof, said variable component during such period shall be the product of said rate per acre-foot and the sum of the number of acre-feet of project water delivered to the contractor and the number of acre-feet wasted.



(e) <sup>47</sup>Prior to the time that additional project conservation facilities or supplemental conservation facilities are constructed, the Delta Water Charge shall be determined on the basis of an allocation to project purposes, by the separable cost remaining benefits method, of all actual and projected costs of all those initial project conservation facilities located in and above the Delta, and upon an allocation to the purposes of water conservation and water transportation, by the proportionate use of facilities method, of all actual and projected costs of the following project facilities located below the Delta: The aqueduct intake facilities at the Delta, Pumping Plant I (Delta Pumping Plant), the aqueduct from the Delta to San Luis Forebay (O'Neill Forebay), San Luis Forebay (O'Neill Forebay), and San Luis Reservoir: *Provided*, That all of the actual and projected costs properly chargeable to the generation and transmission of electrical energy in connection with operation of project conservation facilities shall be allocated to the purpose of water conservation in, above, and below the Delta: *Provided further*, That allocations to purposes the cost of which are to be paid by the United States shall be as determined by the United States.

Commencing in the year in which the State first awards a major construction contract for construction of a major feature of additional project conservation facilities, or first commences payments under a contract with a federal agency in the event a major feature of additional project conservation facilities is constructed by such federal agency under an agreement requiring the State to pay all or part of the costs of such construction, the Delta Water Charge shall be determined on the basis of the foregoing allocations and upon an allocation to project purposes, by the separable costs-remaining benefits method and subject to the foregoing provisos, of all projected costs of such feature of the additional project conservation facilities: *Provided*, That if the agreement with such federal agency allows repayment of costs of a portion of a facility to be deferred, the associated costs of such portion shall be excluded from the Delta Water Charge computations until repayment of such deferred costs or interest thereon is commenced by the State: *Provided further*, That all costs of additional project conservation facilities incurred prior to the award of a major construction contract, shall be included in the Delta Water Charge computations in the year in which they are incurred.

(f) The rates to be used in determining the components of the Delta Water Charge pursuant to subdivision (d) of this article and to become effective on January 1, 1970, shall be computed by the State in accordance with subdivision (c) of this article prior to that date. Such computation shall include an adjustment which shall account for the difference, if any, between revenues received by the State under the Delta Water Charge prior to January 1, 1970, and revenues which would have been received under the charge prior to that date had it been computed and charged in accordance with subdivision (c) and (d) of this article. Upon such computation, a document establishing such rates shall be prepared by the State and attached to this contract as an amendment of this article. The State shall recompute such rates each

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<sup>47</sup> Amended: Amendment No. 9

year thereafter, and each such recomputation shall take account of and reflect increases or decreases from year to year in projected costs, outstanding reimbursable indebtedness of the State incurred to construct the project conservation facilities described in subdivision (e) of this article, annual entitlements, deliveries of project water, project interest rate, revenues from the sale or other disposal of electrical energy, and all other factors which are determinative of such rates. In addition, each such recomputation shall include an adjustment of the rates for succeeding years which shall account for the differences, if any, between projections of costs used by the State in determining said rates for all preceding years, and actual costs incurred by the State during such years. Upon each such recomputation, an appropriately revised copy of the document establishing such rates shall be prepared by the State and attached to this contract as an amendment of this article.

(g) <sup>48</sup>Upon the construction of supplemental conservation facilities, the Delta Water Charge shall be paid by all contractors for supplemental water, as well as by contractors for project water, and, together with revenues derived from the sale or other disposal of electrical energy generated in connection with operation of project conservation facilities and supplemental conservation facilities, shall return to the State, in addition to those costs of the project conservation facilities allocated to the purpose of water conservation in, above, and below the Delta pursuant to subdivision (e) of this article, all costs of such supplemental conservation facilities, including capital, operation, maintenance, power, and replacement costs which are allocated to the purpose of water conservation, in, above, and below the Delta pursuant hereto. Commencing in the year in which the State first awards a major construction contract for construction of a major feature of any supplemental conservation facilities, or first commences payments under a contract with a federal agency in the event a major feature of supplemental conservation facilities is constructed by such federal agency under an agreement requiring the State to pay all or part of the costs of such construction, the Delta Water Charge shall be determined on the basis of the allocations made pursuant to subdivision (e) of this article, and upon an allocation to project purposes, by the separable costs-remaining benefits method and subject to provisos corresponding to those contained in said subdivision (e), of all projected costs of such feature of the supplemental conservation facilities. Commencing in the same year, the computation of the rates to be used in determining the components of the Delta Water Charge shall include the annual entitlements to water under all contracts for supplemental water. If the repayment period of any bonds sold to construct supplemental conservation facilities or the repayment period under any agreement with a federal agency for repayment of the costs of supplemental conservation facilities constructed by such federal agency extends beyond the repayment period of the contract, the Delta Water Charge shall be determined and redetermined on the basis of such extended repayment period as the State determines to be appropriate: *Provided*, That if the agreement with such federal agency allows repayment of costs of a portion of a facility to be deferred, the associated costs of such portion shall be excluded from the Delta Water Charge

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<sup>48</sup> Amended: Amendment No. 9

computations until repayment of such deferred costs of interest thereon is commenced by the State.

<sup>49</sup>(h) Payments by the District pursuant to Articles 7(d) and 7(f) shall be such that the total payments to the State for the capital cost and minimum operation, maintenance, power and replacement components of the Delta Water Charge during the project repayment period shall be the same as if no change in annual entitlement had been made under Article 7(c) and no decrease in water delivery had been made under Article 7 (e).

(1) In the event of a decreased annual entitlement to the District under Article 7(d), the District shall, in addition to the Delta Water Charge computed pursuant to subdivision (d) of this article, pay an amount which shall be the product of the amount of the decrease in the annual entitlement and the difference in the capital cost and minimum operation, maintenance, power and replacement components of the Delta Water Charge for that year and the same components of the Delta Water Charge for the appropriate year in which the annual entitlement was increased under Article 7(c). The appropriate year for which the annual entitlement was so increased shall be the earliest year not offset by a decrease of annual entitlement pursuant to Article 7(d).

(2) In a year in which an increased quantity of water is furnished under Article 7(f), the Delta Water Charge shall be computed pursuant to subdivision (d) of this article, and in addition the District shall pay an amount which shall be the product of such increase in quantity and the difference in the capital costs and minimum operation, maintenance, power and replacement components of the Delta Water Charge for that year and the same components of the Delta Water Charge for the appropriate previous year in which the delivery was less than the annual entitlement as provided under Article 7(e). The appropriate previous year shall be the earliest year in which such water was not delivered under Article 7(e) which has not been offset by increased delivery under Article 7(f).

(3) For the purposes of this subdivision, the capital cost and minimum operation, maintenance, power and replacement components of the Delta Water Charge prior to December 31, 1969, shall be deemed to be three dollars and fifty cents (\$3.50) per acre-foot of water less the variable operation, maintenance, power and replacement component rate computed under subdivision (c) of this article.

<sup>50</sup>(h) <This second Article 22(h) was added by Amendment No. 14.>

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<sup>49</sup> Amended: Amendment No. 1

<sup>50</sup> Amended: Amendment No. 14

The determination of the rate for water under the Delta Water Charge shall be made by including the appropriate costs and quantities of water, calculated in accordance with subdivisions (c), (d) and (e) above, for all additional project conservation facilities as defined in Article 1(h) hereinabove. In the event a Local Project as defined in Article 1(h)(2) will, pursuant to written agreement between the State and the sponsoring contractor, be considered and treated as an additional project conservation facility for less than the estimated life of the facility, the rate under the Delta Water Charge will be determined on the basis of that portion of the appropriate cost and water supply associated with such facility as the period of time during which such facility shall be considered as an additional project conservation facility bears to the estimated life of such facility. No costs for the construction or implementation of any Local Project are to be included in the Delta Water Charge unless and until the written agreement required by Article 1(h) has been entered into.

<sup>51</sup>(i) In calculating the rate for project water to be paid by each contractor for the Delta Water Charge under subdivisions (c), (d), and (e) above, the component for operation, maintenance, power and replacement costs shall include, but not be limited to, all costs to the State incurred in purchasing water, which is competitive with alternative sources as determined by the State, for delivery as project water.

<sup>52</sup>(j) Notwithstanding provisions of Article 22 (a) through (i), the capital cost component and the minimum OMP&R component of the Delta Water Charge shall include an annual charge to recover the District's share of the conservation portion of the water system revenue bond financing costs. Charges to the District for these costs shall be calculated in accordance with provisions in Article 50 of this contract. Charges for the conservation portion of the water system revenue bond financing costs shall not be affected by any reductions in payments pursuant to Article 51.

## **23. TRANSPORTATION CHARGE.**

The payments to be made by each contractor entitled to delivery of project water from the project transportation facilities shall include an annual charge under the designation Transportation Charge. This charge shall return to the State during the project repayment period those costs of all project transportation facilities necessary to deliver project water to the contractor, including capital, operation, maintenance, power, and replacement costs, which are allocated to the contractor during the project repayment period in accordance with the cost allocation principles and procedures hereinafter set forth. Wherever reference is made, in connection with the computation, determination, or payment of the Transportation Charge, to the costs of any facility or facilities included in the System, such reference shall be only to those costs of such facility or facilities which are reimbursable by the contractors as determined by the State. The Transportation Charge shall consist of a capital cost component; a minimum operation, maintenance, power, and replacement component; and a

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<sup>51</sup> Amended: Amendment No. 14

<sup>52</sup> Amended: Amendments No. 15 and 18

variable operation, maintenance, power, and replacement component, as these components are defined in and determined under Articles 24, 25, and 26, respectively. For the purpose of allocations of costs pursuant to said articles, the project transportation facilities shall be segregated into such aqueduct reaches as are determined by the State to be necessary for such allocations of costs. Subject to such modifications as are determined by the State to be required by reason of any request furnished by the District to the State pursuant to Article 17(a) of this contract, or by reason of contracts entered into by the State with other contractors, the aqueduct reaches of the project transportation facilities are established as follows: *Provided*, That those costs of the aqueduct reaches from the Delta through the outlet of San Luis Reservoir which are allocated to the purpose of water conservation in, above, and below the Delta for the purpose of determining the Delta Water Charge, as hereinbefore set forth, shall not be included in the Transportation Charge.

**<Table I  
Aqueduct Reaches  
Alameda County Flood Control and Water Conservation District, Zone 7>**

<sup>53</sup> Aqueduct Reach	Major Features of Reach
Delta through Bethany Forebay:	Intake Canal Fish Protective Facilities Aqueduct Pumping Plant I Aqueduct (Including Interim Intake Canal and Interim Pumping Plant)
Bethany Forebay to Doolan- Livermore Junction:	South Bay Pumping Plant Aqueduct - min. capacity 300 cfs
Doolan-Livermore Junction through Patterson Reservoir:	Aqueduct - min. capacity 300 cfs Patterson Reservoir
Patterson Reservoir to Del Valle Branch:	Aqueduct - min. capacity 265 cfs
Del Valle Branch:	Del Valle Reservoir Del Valle Pumping Plant Aqueduct - min. capacity 108 cfs
Del Valle Branch to South Livermore Turnout:	Aqueduct – min. capacity 265 cfs

## **24. TRANSPORTATION CHARGE – CAPITAL COST COMPONENT.**

(a) The capital cost component of the Transportation Charge shall be sufficient to return to the State those capital costs of the project transportation facilities necessary to deliver water to the contractor which are allocated to the contractor pursuant to subdivision (b) of this article. The amount of this component shall be determined in two steps as follows: (1) an allocation of capital costs to the contractor, and (2) a computation of annual payment of such allocated capital costs and interest thereon, computed at the project interest rate and compounded annually, to be made by the contractor.

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<sup>53</sup> Amended: Amendment No. 1

(b) <sup>54</sup>In the first step, the total amount of capital costs of each aqueduct reach to be returned to the State shall be allocated among all contractors entitled to delivery of project water from or through the reach by the proportionate use of facilities method of cost allocation and in accordance with (1) and (2) below. The measure of the proportionate use of each contractor of each reach shall be the average of the following two ratios: (i) the ratio of the contractor's maximum annual entitlement to be delivered from or through the reach to the total of the maximum annual entitlements of all contractors to be delivered from or through the reach from the year in which charges are to be paid through the end of the project repayment period and (ii) the ratio of the capacity provided in the reach for the transport and delivery of project water to the contractor to the total capacity provided in the reach for the transport and delivery of project water to all contractors served from or through the reach from the year in which charges are to be paid through the end of the project repayment period. Allocations of capital costs to the District pursuant hereto shall be on the basis of relevant values which will be set forth in Table B of this contract by the State as soon as designs and cost estimates are prepared by it subsequent to receipt of requests from the District as to the maximum monthly delivery capability to be provided in each aqueduct reach of the project transportation facilities for the transport and delivery of project water to the District, pursuant to Article 17(a): *Provided*, That these values shall be subject to redetermination by the State in accordance with Article 28: *Provided further*, That the principles and procedures set forth in this subdivision shall be controlling as to allocations of capital costs to the District. Proportionate use of facilities factors for prior years shall not be adjusted by the State in response to changes or transfers of entitlement among contractors unless otherwise agreed by the State and the parties to the transfer and unless there is no impact on past charges or credits of other contractors.

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<sup>54</sup> Amended: Amendment No. 18

<sup>55</sup>**BLANK PAGE FOR TABLE B**

<Published as Table B-1 and B-2 in Bulletin 132.>

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<sup>55</sup> Amended: Amendment No. 1



(1) The total amount of capital costs allocated to a contractor shall be the sum of the products obtained when there is multiplied, for each aqueduct reach necessary to deliver water to the contractor, the total amount of the capital costs of the reach to be returned to the State under the Transportation Charge by the average of the two foregoing ratios for such reach as said average is set forth in the appropriate table included in its contract.

(2) In the event that excess capacity is provided in any aqueduct reach for the purpose of making project water available in the future to an agency or agencies with which the State has not executed contracts at the time of any allocation of costs pursuant to this subdivision, the prospective maximum annual entitlement or entitlements to be supplied by such excess capacity, as determined by the State, shall be deemed to be contracted for by said agency or agencies for the purpose of such allocation of costs, to the end that the capital costs of providing such excess capacity are not charged to any contractor entitled by virtue of an executed contract to the delivery of project water from or through that aqueduct reach at the time of such allocation. Where additional capacity is provided in any aqueduct reach to compensate for loss of water due to evaporation, leakage, seepage, or other causes, or to compensate for scheduled outages for purposes of necessary investigation, inspection, maintenance, repair or replacement of the facilities of the project facilities, then, for the purpose of any allocation of costs pursuant to this subdivision: (i) the maximum annual entitlement to be delivered from or through the reach of each contractor entitled to delivery of project water from or through the reach shall be increased by an amount which bears the same proportion to the maximum annual delivery capability provided by such additional capacity that the contractor's maximum annual entitlement to be delivered from or through the reach bears to the total of the maximum annual entitlements to be delivered from or through the reach under all contracts; and (ii) the capacity provided in the reach for each contractor entitled to delivery of project water from or through the reach shall be increased in the same proportion that the contractor's maximum annual entitlement to be delivered from or through the reach is increased pursuant to (i) above.

(3) The projected amounts of capital costs to be allocated annually to the District under the capital cost component of the Transportation Charge shall be determined by the State in accordance with the cost allocation principles and procedures set forth in this subdivision, which principles and procedures shall be controlling as to allocations of capital costs to the District. Such amounts will be set forth in Table C by the State as soon as designs and cost estimates are prepared by it subsequent to receipt of requests from the District as to the maximum monthly delivery capability to be provided in each aqueduct reach for transport and delivery of project water to the District, pursuant to Article 17(a): *Provided*, That these amounts shall be subject to redetermination by the State in accordance with Article 28.

**TABLE C**  
**PROJECTED ALLOCATIONS OF CAPITAL COST OF**  
**PROJECT TRANSPORTATION FACILITIES TO**  
**ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**

<u>Year</u>	<u>Projected Allocation in Thousands of Dollars</u>
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\* Year in which State commenced construction of project transportation facilities, 1959.

<Table C is published as Table B-14 in Bulletin 132.>

(c) In the second step, the District's annual payment of its allocated capital costs and interest thereon, computed at the project interest rate and compounded annually, shall be determined in accordance with a payment schedule established by the State and determined in accordance with the principles set forth in (1), (2), and (3) below, which principles shall be controlling as to the District's payment of its allocated capital costs. The district's payment schedule will be set forth in Table D by the State as soon as designs and cost estimates are prepared by it subsequent to receipt of requests from the District as to the maximum monthly delivery capability to be provided in each aqueduct reach for transport and delivery of project water to the District, pursuant to Article 17(a): *Provided*, That the amounts set forth in Table D shall be subject to redetermination by the State, pursuant to Article 28.

**Table D**  
**TRANSPORTATION CHARGE—CAPITAL COST COMPONENT**  
**ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**  
(in thousands of dollars)

<u>Year</u>	<u>Annual Payment of Principal</u>	<u>Annual Interest Payment</u>	<u>Total Annual Payment by District</u>
1*			
2			
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**Table D (continued)**  
**TRANSPORTATION CHARGE—CAPITAL COST COMPONENT**  
**ALAMEDA COUNTY WATER DISTRICT**  
(in thousands of dollars)

<u>Year</u>	<u>Annual Payment of Principal</u>	<u>Annual Interest Payment</u>	<u>Total Annual Payment by District</u>
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\* Year in which State commenced construction of project transportation facilities, 1959.

\*\* Year of first payment.

<DWR provides Table D with Alameda County Water District's annual statement of charges. Table D is published in (unadjusted) summary form as Table B-15 in Bulletin 132.>

(1) The District's annual payment shall be the sum of the amounts due from the District on the District's allocated capital costs for the then current year and for each previous year where each such amount will pay, in not more than fifty (50) equal annual installments of principal and interest, the District's allocated capital costs for the respective year and interest thereon, computed at the project interest rate and compounded annually.

(2) The District may make payments at a more rapid rate if approved by the State.

(3) Such annual payments shall cease when all allocated capital costs and interest thereon, computed at the project interest rate and compounded annually, are repaid.

(d) In the event that any contractor, pursuant to Article 12(b), requests delivery capacity in any aqueduct reach which will permit maximum monthly deliveries to such contractor in excess of the percentage amounts specified in said Article 12(b) for the uses designated therein, such contractor shall furnish to the State, in advance of the construction of such aqueduct reach, funds sufficient to cover the costs of providing such excess capacity, which funds shall be in an amount which bears the same proportion to the total capital costs of such reach, including the costs of providing such excess capacity, as such excess capacity bears to the total capacity of such reach, including such excess capacity. For the purpose of any allocation of costs pursuant to subdivision (b) of this article, the total capital costs of such aqueduct reach shall be allocated among all contractors entitled to delivery of project water from or through the reach in the following manner: (1) The costs which would have been incurred for such reach had no such excess capacity been provided shall be estimated by the State and allocated among all such contractors in the manner provided in said subdivision (b); and (2) the amount of the difference between said estimated costs and the projected actual costs of such reach shall be allocated to the contractor or contractors for which such excess capacity is provided. Where such excess capacity is provided for more than one contractor, the costs allocated to them under (2) above shall be further allocated between or among them in amounts which bear the same proportion to the total of said allocated costs as the amount of such excess capacity provided for the respective contractor bears to the total of such excess capacity provided in such reach. In the event that the funds advanced by a contractor pursuant to this subdivision are more or less than the costs so allocated to such contractor under (2) above, the account of such contractor shall be credited or debited accordingly.

(e) The District's allocated capital costs for the year 1962, pursuant to subdivision (c) of this article shall consist of the sum of the District's allocated capital costs for each year through December 31, 1962, and interest thereon, computed at the project interest rate and compounded annually.

<sup>56</sup>(f) Notwithstanding any conflicting provisions of Article 24(c) of this contract, payments to be made by the District in the years 1964 through 1971 under the capital cost component of the Transportation Charge shall be the amount of annual interest on the capital costs allocated to the District computed in accordance with this contract. Outstanding capital costs allocated to the District for 1970 and prior years shall be paid by the District, commencing in 1972 so that such capital costs for each such year and interest thereon computed at the project interest rate and compounded annually shall be paid in equal annual installments ending in the fiftieth year following the year for which such costs were allocated to the District. Payment of capital costs allocated to the District in 1971 and subsequent years shall be as provided in Article 24 (c).

<sup>57</sup>(f) <This second Article 24(f) was added by Amendment No. 14.>

The capital costs of project aqueduct power recovery plants shall be charged and allocated in accordance with this Article 24. The capital costs of off-aqueduct power facilities shall be charged and allocated in accordance with Article 25(d).

<sup>58</sup>(g) Notwithstanding provisions of Article 24 (a) through (d), the capital cost component of the Transportation Charge shall include an annual charge to recover the District's share of the transportation portion of the water system revenue bond financing costs. Charges to the District for these costs shall be calculated in accordance with the provisions of Article 50 of this contract. Charges for the transportation portion of the water system revenue bond financing costs shall not be affected by any reductions in payments pursuant to Article 51.

<sup>59</sup>(h) Notwithstanding the provisions of Article 24(a) through 24(d), capital costs associated with South Bay Aqueduct Enlargement as defined in Article 49(a) shall be collected under the South Bay Aqueduct Enlargement Transportation Charge, as set forth in Article 49(e).

## **25. TRANSPORTATION CHARGE – MINIMUM OPERATION, MAINTENANCE, POWER, AND REPLACEMENT COMPONENT.**

(a) The minimum operation, maintenance, power, and replacement component of the Transportation Charge shall return to the State those costs of the project transportation facilities necessary to deliver water to the contractor which constitute operation, maintenance, power, and replacement costs incurred irrespective of the amount of project water delivered to the contractor and which are allocated to the contractor pursuant to (b) below: *Provided*, That to the extent permitted by law, the State may establish reserve funds to meet anticipated minimum replacement costs; and deposits in such reserve funds by the State: (1) shall be made

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<sup>56</sup> Amended: Amendment No. 1

<sup>57</sup> Amended: Amendment No. 14

<sup>58</sup> Amended: Amendments No. 15 and 18

<sup>59</sup> Amended: Amendment No. 24

in such amounts that such reserve funds will be adequate to meet such anticipated costs as they are incurred, and (2) shall be deemed to be a part of the minimum replacement costs for the year in which such deposits are made.

(b) The total projected minimum operation, maintenance, power, and replacement costs of each aqueduct reach of the project transportation facilities for the respective year shall be allocated among all contractors entitled to delivery of project water from said facilities by the proportionate use of facilities method of cost allocation, in the same manner and upon the same bases as are set forth for the allocation of capital costs in Article 24: *Provided*, That such minimum operation, maintenance, power, and replacement costs as are incurred generally for the project transportation facilities first shall be allocated to each aqueduct reach in an amount which bears the same proportion to the total amount of such general costs that the amount of the costs incurred directly for the reach bears to the total of all direct costs for all aqueduct reaches.

(c) The amount to be paid each year by the District under the minimum operation, maintenance, power, and replacement component of the Transportation Charge shall be determined in accordance with subdivision (b) of this article on the basis of the relevant values to be set forth for the respective aqueduct reaches in Table B, included in Article 24: *Provided*, That these values shall be subject to redetermination by the State in accordance with Article 28. Such amounts and any interest thereon shall be set forth by the State in Table E as soon as designs and cost estimates have been prepared by it subsequent to receipt of requests from the District as to the maximum monthly delivery capability to be provided in each aqueduct reach for transport and delivery of project water to the District, pursuant to Article 17(a): *Provided*, That the amounts set forth in Table E shall be subject to redetermination by the State in accordance with Article 28.



**TABLE E**  
**TRANSPORTATION CHARGE—MINIMUM OPERATION**  
**MAINTENANCE, POWER, AND REPLACEMENT COMPONENT**  
**ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**

<u>Year</u>	<u>Total Annual Payment By District* (In thousands of dollars)</u>
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<b>and each succeeding year thereafter, for the term of this contract.</b>	

\* Payment shall start with respect to each aqueduct reach in the year following the year in which the State completes construction of the respective reach.

\*\* Year in which the State commenced construction of the project transportation facilities, 1959.

<Table E is published as Table B-16A in Bulletin 132.>

<sup>60</sup>(d) Notwithstanding the provisions of subdivisions (a) and (b) of this article, or of Article 1(x), the costs of off-aqueduct power facilities shall be determined and allocated as follows:

(1) The off-aqueduct power costs shall include all annual costs the State incurs for any off-aqueduct power facility, which shall include, but not be limited to, power purchases, any annual principal and interest payments on funds borrowed by or advanced to the State, annual principal and interest on bonds issued by the State or other agency, or under revenue bond financing contracts, any requirements for coverage, deposits to reserves, and associated operation and maintenance costs of such facility, less any credits, interest earnings, or other monies received by the State in connection with such facility. In the event the State finances all or any part of an off-aqueduct power facility directly from funds other than bonds or borrowed funds, in lieu of such annual principal and interest payments, the repayment of capital costs as to that part financed by such other funds shall be determined on the basis of the schedule that would have been required under Article 24.

(2) The annual costs of off-aqueduct power facilities as computed in (1) above shall initially be allocated among contractors in amounts which bear the same proportions to the total amount of such power costs that the total estimated electrical energy (kilowatt hours) required to pump through project transportation facilities the desired delivery amounts of annual entitlements for that year, as submitted pursuant to Article 12(a)(1) and as may be modified by the State pursuant to Article 12(a)(2), bears to the total estimated electrical energy (kilowatt hours) required to pump all such amounts for all contractors through project transportation facilities for that year, all as determined by the State.

(3) <sup>61</sup>An interim adjustment in the allocation of the power costs calculated in accordance with (2) above, may be made in May of each year based on April revisions in approved schedules of deliveries of project and nonproject water for contractors for such year. A further adjustment shall be made in the following year based on actual deliveries of project and nonproject water for contractors; *provided*, however, in the event no deliveries are made through a pumping plant, the adjustments shall not be made for that year at that plant.

(4) To the extent the monies received or to be received by the State from all contractors for off-aqueduct power costs in any year are determined by the State to be less than the amount required to pay the off-aqueduct power costs in such year, the State may allocate and charge that amount of off-aqueduct power costs to the District and other contractors in

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<sup>60</sup> Amended: Amendment No. 14

<sup>61</sup> Amended: Amendments No. 14 and 18

the same manner as costs under the capital cost component of the Transportation Charge are allocated and charged. After that amount has been so allocated, charged and collected, the State shall provide a reallocation of the amounts allocated pursuant to this paragraph (4), such reallocation to be based on the allocations made pursuant to (2) and (3) above for that year, or in the event no such allocation was made for that year, on the last previous allocation made pursuant to (2) and (3) above. Any such reallocation shall include appropriate interest at the project interest rate.

<sup>62</sup>(e) The total minimum operation, maintenance, power and replacement component due that year from each contractor shall be the sum of the allocations made under the proportionate use of facilities method provided in subdivision (b) of this article and the allocations made pursuant to subdivision (d) of this article for each contractor.

## **26. TRANSPORTATION CHARGE – VARIABLE OPERATION, MAINTENANCE, POWER, AND REPLACEMENT COMPONENT.**

(a) The variable operation, maintenance, power, and replacement component of the Transportation Charge shall return to the State those costs of the project transportation facilities necessary to deliver water to the contractor which constitute operation, maintenance, power and replacement costs incurred in an amount which is dependent upon and varies with the amount of project water delivered to the contractor and which are allocated to the contractor pursuant to (1) and (2) below: *Provided*, That to the extent permitted by law, the State may establish reserve funds to meet anticipated variable replacement costs; and deposits in such reserve funds by the State: (1) shall be made in such amounts that such reserve funds will be adequate to meet such anticipated costs as they are incurred, and (2) shall be deemed to be a part of the variable replacement costs for the year in which such deposits are made. The amount of this component shall be determined as follows:

(1) There shall be computed for each aqueduct reach of the project transportation facilities a charge per acre-foot of water which will return to the State the total projected variable operation, maintenance, power, and replacement costs of the reach for the respective year. This computation shall be made by dividing said total by the number of acre-feet of project water estimated to be delivered from or through the reach to all contractors during the year.

(2) The amount of the variable component shall be the product of the sum of the charges per acre-foot of water, determined under (1) above, for each aqueduct reach necessary to deliver water to the contractor, and the number of acre-feet of project water delivered to the contractor during the year: *Provided*, That when project water has been requested by a contractor

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<sup>62</sup> Amended: Amendment No. 14

and delivery thereof has been commenced by the State, and, through no fault of the State, such water is wasted as a result of failure or refusal by the contractor to accept delivery thereof, the amount of said variable component to be paid by such contractor during such period shall be the product of the above sum and the sum of the number of acre-feet of project water delivered to the contractor and the number of acre-feet wasted.

(b) There shall be credited against the amount of the variable component to be paid by each contractor, as determined pursuant to subdivision (a) of this article, a portion of the projected net value of any power recovered during the respective year at project aqueduct power recovery plants located upstream on the particular aqueduct from the delivery structures for delivery of project water to the contractor. Such portion shall be in an amount which bears the same proportion to said projected net value that the number of acre-feet of project water delivered to the contractor through said plants during the year bears to the number of acre-feet of project water delivered to all contractors through said plants during the year.

(c) The amount to be paid each year by the District under the variable operation, maintenance, power, and replacement component of the Transportation Charge shall be determined in accordance with subdivision (a) of this article for the respective aqueduct reaches in Table B, included in Article 24. Such amounts and any interest thereon shall be set forth by the State in Table F as soon as designs and cost estimates are prepared by it subsequent to receipt of requests from the District as to the maximum monthly delivery capability to be provided in each aqueduct reach for transport and delivery of project water to the District, pursuant to Article 17(a): *Provided*, That the amounts set forth in Table F shall be subject to redetermination by the State in accordance with Article 28.

**TABLE F**  
**TRANSPORTATION CHARGE—ESTIMATED VARIABLE OPERATION,**  
**MAINTENANCE, POWER, AND REPLACEMENT COMPONENT**  
**ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**

<u>Year</u>	<u>Total Annual Payment by District*</u> <u>(In thousands of dollars)</u>
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<b>and each succeeding year</b>	
<b>thereafter, for the term</b>	
<b>of this contract.</b>	

\* Payments start with year of initial water delivery.

\*\* Year in which State commenced construction of project transportation facilities, 1959.

<Table F is published as Table B-18 in Bulletin 132.>

## **27. TRANSPORTATION CHARGE – PAYMENT SCHEDULE.**

The amounts to be paid by the District for each year of the project repayment period under the capital cost and minimum operation, maintenance, power, and replacement components of the Transportation Charge, and under the variable operation, maintenance, power, and replacement component of said charge on the basis of then estimated deliveries, shall be set forth by the State in Table G as soon as designs and cost estimates have been prepared by it subsequent to receipt of requests from the District as to the maximum monthly delivery capability to be provided in each aqueduct reach for transport and delivery of project water to the District, pursuant to Article 17(a), which Table G shall constitute a summation of Tables D, E, and F: *Provided*, That each of the amounts set forth in Table G shall be subject to redetermination by the State in accordance with Article 28: *Provided further*, That the principles and procedures set forth in Articles 24, 25, and 26 shall be controlling as to such amounts. Such amounts shall be paid by the District in accordance with the provisions of Article 29.

**TABLE G**  
**PAYMENT SCHEDULE**  
**ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**  
(In thousands of dollars)

Year	<u>Capital Cost Component</u>	<u>Transportation Charge</u>		<u>Total</u>
		<u>Minimum Component</u>	<u>Variable Component</u>	
1*				
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3				
4**				
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**TABLE G (continued)**  
**PAYMENT SCHEDULE**  
**ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**  
(In thousands of dollars)

Year	<u>Capital Cost Component</u>	<u>Transportation Charge</u>		<u>Total</u>
		<u>Minimum Component</u>	<u>Variable Component</u>	
47				
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\* Year in which State commenced construction of project transportation facilities, 1959.  
\*\* Year of first payment.

<Table G is published in summary form as Table B-19 in Bulletin 132.>



28. <sup>63</sup>TRANSPORTATION CHARGE - REDETERMINATION.

(a) Determinative Factors Subject to Retroactive Change

The State shall redetermine the values and amounts set forth in Tables B, C, D, E, F, and G of this contract in the year following the year in which the State commences construction of the project transportation facilities and each year thereafter in order that the Transportation Charge to the Agency <District> and the components thereof may accurately reflect the increases or decreases from year to year in projected costs, outstanding reimbursable indebtedness of the State incurred to construct the project transportation facilities described in Table I of this contract, annual entitlements, estimated deliveries, project interest rate, and all other factors which are determinative of such charges. In addition, each such redetermination shall include an adjustment of the components of the Transportation Charge to be paid by the Agency <District> for succeeding years which shall account for the differences, if any, between those factors used by the State in determining the amounts of such components for all preceding years and the factors as then currently known by the State. Such adjustment shall be computed by the State and paid by the Agency <District> or credited to the Agency's <District's> account in the manner described in (b) and (c) below.

(b) Adjustment: Transportation Charge-Capital Cost Component

Adjustments for prior underpayments or overpayments of the capital cost component of the Transportation Charge to the Agency <District>, together with accrued interest charges or credits thereon computed at the then current project interest rate on the amount of the underpayment or overpayment and compounded annually for the number of years from the year the underpayment or overpayment occurred to and including the year following the redetermination, shall be paid in the year following the redetermination: *Provided*, That the Agency <District> may elect to exercise the option whereby when the redetermined Transportation Charge for the following year, with adjustments, including adjustments of the operation, maintenance, power, and replacement components provided for in subdivision (c) of this article, is more or less than the last estimate of the Charge provided pursuant to Article 27 for the corresponding year, without adjustments, an amount equal to the total of such difference shall be deducted from or added to the adjusted capital cost component for that year and paid or credited in accordance with the following schedule:

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<sup>63</sup> Amended: Amendment No. 15

Percent that Transportation Charge differs from last estimate (+ or -)	Period, in years, for amortizing the difference in indicated charge
for 10% or less	no amortization
more than 10%, but not more than 20%	2
more than 20%, but not more than 30%	3
more than 30%, but not more than 40%	4
more than 40%.	5

Such payments or credits shall be in equal semi-annual amounts of principal and interest on or before the 1st day of January and the 1st day of July, with interest computed at the project interest rate and compounded annually, during varying amortization periods as set forth in the preceding schedule: *Provided*, That for the purpose of determining the above differences in the Transportation Charge, the variable operation, maintenance, power, and replacement component shall be computed on the basis of the same estimated project water deliveries as was assumed in computing pursuant to Article 26(c).

(c) Adjustment: Transportation Charge-Minimum and Variable Components

One-twelfth of the adjustments for prior underpayments or overpayments of the Agency's <District's> minimum and variable operation, power, and replacement components for each year shall be added or credited to the corresponding components to be paid in the corresponding month of the year following the redetermination, together with accrued interest charges or credits thereon computed at the then current project interest rate on the amount of the underpayment or overpayment and compounded annually for the number of years from the year the underpayment or overpayment occurred to and including the year following the redetermination.

(d) Exercise of Option

The option provided for in subdivision (b) above shall be exercised in writing on or before the January 1 due date of the first payment of the capital cost component of the Transportation Charge for the year in which the option is to become effective.

Such option, once having been exercised, shall be applicable for all of the remaining years of the project repayment period.

(e) Notwithstanding the provisions of Article 28(b), adjustments for prior overpayments and underpayments shall be repaid beginning in the year following the redetermination by application of a unit rate per acre-foot which, when paid for the projected portion of the Agency's <District's> annual entitlement will return to the State, during the project repayment period, together with interest thereon computed at the project interest rate and compounded annually, the full amount of the adjustments resulting from financing after January 1, 1987, from all bonds, advances,

or loans listed in Article 1(w) except for Article 1(w) (3) and except for bonds issued by the State under the Central Valley Project Act after January 1, 1987 for facilities not listed among the water system facilities in Article 1(hh). Notwithstanding the immediately preceding exception, such amortization shall also apply to any adjustments in this component charge resulting from a change in the project interest rate due to any refunding after January 1, 1986 of bonds issued under the Central Valley Project Act. However, amortization of adjustments resulting from items 1(w)(4) through (7) shall be limited to a period which would allow the Department to repay the debt service on a current basis until such time as bonds are issued to reimburse the source of such funding. In no event shall this amortization period be greater than the project repayment period.

(f) Adjustment: Water System Revenue Bond Financing Costs

The use of water system revenue bonds for financing facilities listed in Article 1(hh) would result in adjustments for prior underpayments or overpayments of the capital cost component of the Transportation Charge to the Agency <District> under the provisions of this article; however, in place of making such adjustments, charges to the Agency <District> will be governed by Article 50.

**29. TIME AND METHOD OF PAYMENT.**

(a) Payments by the District under the Bureau Water Charge shall commence in the year when Bureau water is first made available for delivery to the District pursuant to Article 6(b).

(b) Payments by the District under the Delta Water Charge shall commence in the year of initial project water delivery to the District.

(c) Payments by the District under the capital cost component of the Transportation Charge shall commence in 1963.

(d) Payments by the District under the minimum operation, maintenance, power, and replacement component of the Transportation Charge shall commence for each aqueduct reach in the year following the year in which construction of that reach is completed, or in the year of initial water delivery, whichever is earlier.

(e) Payments by the District under the variable operation, maintenance, power, and replacement component of the Transportation Charge shall commence in the year of initial water delivery to the District.

(f) The State shall, on or before July 1 of each year, commencing with the year preceding the year in which payment of the respective charge is to commence pursuant to this article, furnish the District with a written statement of:

(1) The Bureau Water Charge to the District for the next succeeding Bureau water

year; (2) the charges to the District for the next succeeding year under the capital cost and minimum operation, maintenance, power, and replacement components of the Delta Water Charge and Transportation Charge; (3) the unit charges to the District for the next succeeding year under the variable operation, maintenance, power, and replacement components of said Delta Water Charge and Transportation Charge; and (4) the total charges to the District for the preceding year under the variable operation, maintenance, power, and replacement components of said Delta Water Charge and Transportation Charge: *Provided*, That through December 31, 1969, the Delta Water Charge shall be based upon a unit rate of \$3.50 per acre-foot and shall be paid by the contractors on the basis of their respective annual entitlements to project water, as provided in Article 22(b): *Provided Further*, that the first such statement shall be provided by the State as soon after the execution of this contract as is feasible. All such statements shall be accompanied by the latest revised copies of the document amendatory to Article 22 and of the tables included in Articles 24 through 27 of this contract, together with such other data and computations used by the State in determining the amounts of the above charges as the State deems appropriate. The State shall, on or before the fifteenth day of each month of each year, commencing with the year of initial water delivery to the District, furnish the District with a statement of the charges to the District for the preceding month under the variable operation, maintenance, power, and replacement components of the Delta Water Charge and Transportation Charge. Such charges shall be determined by the State in accordance with the relevant provisions of Articles 22 and 26 of this contract, upon the basis of metered deliveries of project water to the District, except as otherwise provided in those articles.

(g) <sup>64</sup>The District shall pay to the State, on or before February 1 of each year, commencing as provided in subdivision (a) of this article, one-half (1/2) of the Bureau Water Charge to the District for the Bureau water year as stated pursuant to subdivision (f) of this article, and shall pay the remainder of said charge prior to the time that the amount of Bureau water made available for delivery to the District under its water delivery schedule for the 12-month period, established pursuant to Article 12, equals the amount for which payment has been made, but in any event not later than June 1 of that year.

(h) The District shall pay to the State, on or before January 1 of each year, commencing with the year in which payment of the respective charge is to commence pursuant to this article, one-half (1/2) of the charge to the District for the year under the capital cost component of the Delta Water Charge and one-half (1/2) of the charge to the District for the year under the capital cost component of the Transportation Charge, as such charges are stated pursuant to subdivision (f) of this article; and shall pay the remaining one-half (1/2) of each of said charges on or before July 1 of that year.

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<sup>64</sup> Amended: Amendment No. 1

(i) The District shall pay to the State, on or before the first day of each month of each year, commencing with the year of initial water delivery to the District, one-twelfth (1/12) of the sum of the charges to the District for the year under the minimum operation, maintenance, power, and replacement components of the Delta Water Charge and Transportation Charge, respectively, as such charges are stated pursuant to subdivision (f) of this article.

(j) The District shall pay to the State on or before the fifteenth day of each month of each year, commencing with the year of initial water delivery to the District, the charges to the District under the variable operation, maintenance, power, and replacement components of the Delta Water Charge and Transportation Charge, respectively, for which a statement was received by the District during the preceding month pursuant to subdivision (f) of this article, as such charges as stated in such statement.

(k) In the event that the District in good faith contests the accuracy of any statement submitted to it pursuant to subdivision (f) of this article, it shall give the State notice thereof at least ten (10) days prior to the day upon which payment of the stated amounts is due. To the extent that the State finds the District's contentions regarding the statement to be correct, it shall revise the statement accordingly, and the District shall make payment of the revised amounts on or before the due date. To the extent that the State does not find the District's contentions to be correct, or where time is not available for a review of such contentions prior to the due date, the District shall make payment of the stated amounts on or before the due date, but may make the contested part of such payment under protest and seek to recover the amount thereof from the State.

**30. <sup>65</sup>SURCHARGE FOR EXCESS USE OF PROJECT WATER. (Deleted)**

**31. ADJUSTMENT FOR OVERPAYMENT OR UNDERPAYMENT.**

If in any year, by reason of errors in computation or other causes, there is an overpayment or underpayment to the State by the District of the charges provided for herein, which overpayment or underpayment is not accounted for and corrected in the annual redetermination of said charges, the amount of such overpayment or underpayment shall be credited or debited, as the case may be, to the District's account for the next succeeding year and the State shall notify the District thereof in writing.

**32. DELINQUENCY IN PAYMENT.**

(a) The governing body of the District shall provide for the punctual payment to the State of payments which become due under this contract.

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<sup>65</sup> Amended: Amendments No. 5, 7, 10, and 11

(b) <sup>66</sup>Upon every amount of money required to be paid by the District to the State pursuant to this contract which remains unpaid after it becomes due and payable, interest shall accrue at an annual rate equal to that earned by the Pooled Money Investment Fund, as provided in Government Code Sections 16480, et seq. calculated monthly on the amount of such delinquent payment from and after the due date until it is paid, and the District hereby agrees to pay such interest: *provided*, that no interest shall be charged to or be paid by the District unless such delinquency continues for more than thirty (30) days.

### **33. OBLIGATION OF DISTRICT TO MAKE PAYMENTS.**

The District's failure or refusal to accept delivery of project water to which it is entitled under Article 6(c) shall in no way relieve the District of its obligation to make payments to the State as provided for in this contract. The State, however, shall make reasonable efforts to dispose of any water made available to but not required by the District, and any net revenues from such disposal shall be credited to the District's account hereunder.

### **34. OBLIGATION OF DISTRICT TO LEVY TAXES AND ASSESSMENTS.**

(a) Taxes or assessments levied by the governing body of the District for the purpose of meeting the obligations of this contract shall be enforced and collected by all officers of the District or Zone Seven charged with the duty of enforcing and collecting taxes or assessments levied by the District.

(b) All money collected for taxes or assessments under this article shall be kept in a separate fund by the treasurer or other officer of the District charged with the safekeeping and disbursement of funds of the District, and, upon the written demand of the State, the treasurer or other officer shall pay over to the State all such money in his possession or control then due the State under this contract, which money shall be applied by the State to the satisfaction of the amount due under this contract.

(c) In the event of failure, neglect, or refusal of any officer of the District or Zone Seven to levy any tax or assessment necessary to provide payment by the District under this contract, to enforce or to collect the tax or assessment, or to pay over to the State any money then due the State collected on the tax or assessment, the State may take such action in a court of competent jurisdiction as it deems necessary to compel the performance in their proper sequence of all such duties. Action taken pursuant hereto shall not deprive the State of or limit any remedy provided by this contract or by law for the recovery of money due or which may become due under this contract.

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<sup>66</sup> Amended: Amendment No. 14

## **D. GENERAL PROVISIONS**

### **35. REMEDIES NOT EXCLUSIVE.**

The use by either party of any remedy specified herein for the enforcement of this contract is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.

### **36. AMENDMENTS.**

This contract may be amended at any time by mutual agreement of the parties, except insofar as any proposed amendments are in any way contrary to applicable law. Such amendments may provide for deferred payment of the capital cost component of the Transportation Charge subject to the provisions of Article 45 of this contract. The State shall promptly furnish the District with copies of all other contracts now or hereafter executed by the State for a dependable supply of project water, and of any amendments thereof.

### **37. RESERVATION WITH RESPECT TO STATE LAWS.**

Nothing herein contained shall be construed as estopping or otherwise preventing the District or any person, firm, association, corporation, or public body or agency claiming by, through, or under the District from contesting by litigation or other lawful means the validity, constitutionality, construction or application of any law of this State, including laws referred to in the Bond Act, or as preventing or prejudicing the amendment or repeal of any such law, and each contract executed by the State for a dependable supply of project water shall contain a similar reservation with respect to State laws.

### **38. OPINIONS AND DETERMINATIONS.**

Where the terms of this contract provide for action to be based upon the opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

### **39. CONTRACTING OFFICER OF THE STATE.**

The contracting officer of the State shall be the Director of Water Resources of the State of California and his successors, or their duly authorized representatives. The contracting officer shall be responsible for all discretionary acts, opinions, judgments, approvals, reviews, and determinations required of the State under the terms of this contract.

**40. SUCCESSORS AND ASSIGNS OBLIGATED.**

This contract and all of its provisions shall apply to and bind the successors and assigns of the parties hereto.

**41. ASSIGNMENT.**

No assignment or transfer of this contract or any part hereof, rights hereunder, or interest herein by the District shall be valid unless and until it is approved by the State and made subject to such reasonable terms and conditions as the State may impose. No assignment or transfer of this contract or any part hereof, rights hereunder, or interest herein by the State shall be valid except as such assignment or transfer is made pursuant to and in conformity with applicable law.

**42. WAIVER OF RIGHTS.**

Any waiver at any time by either party hereto of its rights with respect to a default or any other matter arising in connection with this contract, shall not be deemed to be a waiver with respect to other default or matter.

**43. NOTICES.**

All notices that are required either expressly or by implication to be given by one party to the other under this contract shall be signed for the State by its contracting officer, and for the District by its General Manager and his successors or their duly authorized representatives. All such notices shall be deemed to have been given if delivered personally or if enclosed in a properly addressed envelope and deposited in a United State Post Office for delivery by registered or certified mail. Unless and until formally notified otherwise, the District shall address all notices to the State as follows:

Director of Water Resources  
<P. O. Box 942836  
Sacramento, California 94236-0001>

and the State shall address all notices to the District as follows:

<Alameda County Flood Control and Water Conservation District, Zone 7  
5997 Parkside Drive  
Pleasanton, California 94588-5217>



**44. MAINTENANCE AND INSPECTION OF BOOKS, RECORDS, AND REPORTS.**

(a) During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records, or reports of the other party pertaining to this contract or matters related hereto. Each of the parties hereto shall maintain and make available for such inspection accurate records of all of its costs, disbursements and receipts with respect to its activities under this contract and the Bond Act.

(b) The District shall furnish to the Bureau of Reclamation a report on crops raised and agricultural and livestock products produced on the land within Zone Seven. This report shall be furnished to the Regional Director, Region 2, Bureau of Reclamation, Sacramento, annually on or before December 31 for each year in which Bureau water is received, and a copy shall be provided to the State.

**45. (a) Contracts executed by the State for a dependable supply of project water from the South Bay Aqueduct shall be substantially uniform with respect to basic terms and conditions.**

(b) Contracts executed by the State for a dependable supply of project water shall be in substantial conformity with the provisions of the water supply contract between the State and The Metropolitan Water District of Southern California dated November 4, 1960, except as variations are permitted by Article 45 of that contract.

**46. SUIT ON CONTRACT.** <This text appeared in the original contract. >

Each of the parties hereto may sue and be sued with respect to this contract.

**46. <sup>67</sup>Reserved for Future Use.** <This second Article 46 was added by Amendment No. 15.>

**47. <sup>68</sup>AMENDATORY PROVISIONS.** <This Article 47 was added by Amendment No. 1.>

(a) <sup>69</sup>Surplus Water (Deleted)

(b) <sup>70</sup>Surcharge Credit (Deleted)

<sup>71</sup>(c) Turnouts and Measuring Devices

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<sup>67</sup> Amended: Amendment No. 15

<sup>68</sup> Amended: Amendment No. 1

<sup>69</sup> Amended: Amendments No. 1, 2, 11, and 12,

<sup>70</sup> Amended: Amendments No. 2 and 11

<sup>71</sup> Amended: Amendment No. 3

(1) Notwithstanding the provisions of Article 10(d), any delivery structure requested by the District, if in the opinion of the State the construction of the structure will not interfere with or adversely affect any project facilities or the construction or operation thereof, may be designed and constructed by the District subject to the prior written approval by the State of plans and specifications for such structure and subject to construction supervision by the State: *Provided*, that the District shall pay all design and other costs incurred by the State which in the opinion of the State are properly chargeable to any such turnout designed and constructed by the District: *Provided, further*, that the provisions of Article 10(d) shall apply to all delivery structures constructed by the State.

(2) Notwithstanding the provisions of Article 11, measuring devices and equipment to be installed in any delivery structure constructed by the District, pursuant to subdivision (c)(1) of this Article, may be acquired and installed by the District but shall be maintained and operated by the State: *Provided*, that such measuring devices and equipment as may be acquired and installed by the District shall be satisfactory and acceptable to the State, and shall be installed under the supervision of the State: *Provided, further*, that such devices and equipment shall be examined, tested and serviced regularly by the State to insure their accuracy, and that at any time or times the District or any other contractor may inspect such devices and equipment, and the measurements and records taken therefrom: *Provided, further*, that the provisions of Article 11 shall apply to all measuring devices and equipment acquired and installed by the State.

(d) <Article 53(j) was renumbered to Article 47(d) by Amendment No. 23>

<sup>72</sup>In accordance with Article 53(a) the District is increasing its Table A entitlement amount beginning in 2000 and each year thereafter by 7,000 acre-feet by purchasing from Kern County Water Agency 7,000 acre-feet of the 130,000 acre-feet made available to Urban Contractors. As a result of this purchase, Table A as designated in Article 6 is amended and attached as Exhibit A. <Exhibit A, which is Table A as amended by Amendment No. 19, is shown in Appendix A.> The District is also purchasing 7,000 acre-feet of additional delivery capability on the South Bay Aqueduct. The following apply to these purchases:

(1) The District's delivery capability for transportation of entitlement water to the District's service area shall increase by 7,000 acre-feet annually.

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<sup>72</sup> Amended: Amendments No. 19 and 23

(2) Increases to the District's Delta Water Charge, Transportation Charge and Water System Revenue Bond Surcharge resulting from the increase in the District's annual entitlements and maximum annual entitlement shall commence on January 1, 2000, and be identified by the State and included in the annual Statement of Charges to the District.

(3) Recognizing that the District will not be using Reach 31A of the Coastal Branch of the California Aqueduct for delivery of any of the 7,000 acre-feet of annual entitlement purchased from KCWA, effective January 1, 2000, KCWA is relieved of and the District is liable to the State for all prospective Transportation Charges and the related Water System Revenue Bond Surcharge payments for Reach 31A for the applicable portion of the 7,000 acre-feet of annual entitlement purchased from KCWA.

(4) All future adjustments in charges and credits of past costs associated with the 7,000 acre-feet of annual entitlement (or applicable portion thereof) and the related delivery capability in Reaches 1 through 10A of the California Aqueduct and Reach 31A of the Coastal Branch shall be attributable to the District as if the District's annual entitlement and the related delivery capability had been increased by the 7,000 acre-feet of annual entitlement purchased from KCWA in years prior to January 1, 2000.

(5) Exhibit B tables attached hereto show entitlement amounts and rounded-off cubic feet per second (cfs) values. Actual values will be used by the State in implementing the terms of this Amendment <No. 19>.

(6) The District agrees to indemnify, defend, and hold harmless the State and any of its officers, agents, or employees from any liability, expenses, defense costs, attorney fees, claims, actions, liens and lawsuits of any kind arising from or related to any and all actions implementing this Amendment and associated agreements.

<sup>73</sup> (e) <Article 53(l) was renumbered to Article 47(e) by Amendment No. 23.>

(1) In accordance with Article 53(a) and the terms and conditions of this Amendment <No. 20>, the Agency <District> is increasing its Table A annual entitlements by 15,000 acre-feet beginning in year 2000 and each succeeding year thereafter for the term of the contract by purchasing from Kern County Water Agency 15,000 acre feet of the 130,000 acre-feet made available to Urban Contractors under Article 53(a). As a result of this purchase, Table A as designated in Article 6 is amended as follows: <Table A as amended by Amendment No. 20 is shown in Appendix A.>

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<sup>73</sup> Amended: Amendment No. 20 and 23

### Exhibit B <From Amendment No. 19>

AMENDMENT NO. 19  
 REVISION TO TABLE A  
 Alameda County Flood Control and  
 Water Conservation District, Zone 7

#### EXHIBIT B ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, ZONE 7'S ALLOCATED CAPACITY FOR EACH REACH OF THE SOUTH BAY AQUEDUCT

The transportation rights after the transfer are estimated to be as follows:

South Bay Aqueduct <sup>1</sup>	Existing Annual Entitlement (AF) (1)	Existing Capacity (cfs) (2)	Acquired Annual Entitlement (AF) (3)	Capacity Acquired from Future Contractor <sup>2</sup> (cfs) (4)	Total Annual Entitlement (AF) (5)	Total Capacity (cfs) (6)
Reach 1	46,000	69	7,000	3	53,000	72
Reach 2	46,000	69	7,000	3	53,000	72
Reach 4	29,000	45	7,000	3	36,000	48
Reach 5 <sup>3</sup>	Del Valle Reservoir Storage					
	Existing Delivery Capacity Rch 5	Existing D.V. Storage	Delivery Capacity Acquired from F. C.	Storage Acquired from F. C.	Total Delivery Capacity	Total D.V. Storage
• ZONE 7	29,000 AF	4,083 AF	12,464 AF	3,499 AF	41,464 AF	7,582 AF
• Future Contractor	39,174 AF	10,996 AF			26,710 AF remaining	7,497 AF remaining
Reach 6	29,000	53	7,000	16	36,000	69
Reach 7	0	0	7,000	14	7,000	14
California Aqueduct						
Reach 1 <sup>4</sup>	46,000	69	7,000	3	53,000	72

#### ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, ZONE 7'S ALLOCATED CAPACITY FOR EACH REACH OF CALIFORNIA AQUEDUCT

The transportation rights after the transfer are estimated to be as follows:

California Aqueduct <sup>1</sup>	Existing Annual Entitlement (AF) (1)	Existing Capacity (cfs) (2)	Acquired Annual Entitlement (AF) (3)	Capacity Acquired from Kern County Water Agency <sup>5</sup> (cfs) (4)	Total Annual Entitlement (AF) (5)	Total Capacity (cfs) (6)
Reach 1 <sup>4</sup>	46,000	69	7,000	20	53,000	89
Reach 2A	0	0	7,000	20	7,000	20
Reach 2B	0	0	7,000	20	7,000	20
Reach 3	0	0	7,000	20	7,000	20
Reach 4	0	0	7,000	20	7,000	20
Reach 5	0	0	7,000	20	7,000	20
Reach 6	0	0	7,000	20	7,000	20
Reach 7	0	0	7,000	20	7,000	20
Reach 8C	0	0	7,000	20	7,000	20
Reach 8D	0	0	7,000	20	7,000	20
Reach 9	0	0	2,257	7 <sup>6</sup>	2,257	7
Reach 10A	0	0	2,257	7 <sup>6</sup>	2,257	7
Coastal Aqueduct						
Reach 31A <sup>7</sup>	0	0	0	0	0	0

- These numbers apply to the reaches as set forth in Bulletin 132-97, Appendix B, Figure 4, "Repayment Reaches and Descriptions."
- Capacity acquired from Future Contractor is sufficient to deliver up to 7,000 acre-feet annually, based on procedures developed in 1967.
- Reach 5 capacity is based on Lake Del Valle storage in acre-feet.
- Zone 7's total transportation capacity in Reach 1 is 92 cfs; 69 cfs from existing entitlement, 20 cfs purchased from KCWA and 3 cfs purchased from Future Contractor. The total volume for delivery of Zone 7's water is 60,000 acre-feet; 46 TAF existing, 7 TAF from KCWA purchase, and 7 TAF from Future Contractor share.
- From the Delta to Kern County Water Agency's service area.
- The Department will allocate cost of 7 cfs capacity and 2,257 acre-feet in Reach 9 and 10A to Zone 7 for repayment purposes and the right to use the 7 c of transportation capacity as described in Article 53 of Zone 7's long-term Water Supply Contract.
- The Department will allocate cost of 13 cfs capacity and 4,743 acre-feet in Reach 31A to Zone 7 for repayment purposes only as described in Article 53 of Zone 7's long-term Water Supply Contract.

<sup>74</sup> Amended: Amendment No. 19

(2) Except as limited by subdivision (3) of Article 53(l) of this Amendment <No. 20>, the Agency's <District's> service area shall increase by 15,000 acre-feet annually, and increases to the Agency's <District's> Delta Water Charge, Transportation Charge and Water System Revenue Bond Surcharge resulting from the increase in the Agency's <District's> annual entitlements and maximum annual entitlement shall commence on January 1, 2002, and be identified by the State and included in the annual Statement of Charges to the Agency <District>.

(3) For the 15,000 acre feet of entitlement acquired by this Amendment, the Agency <District> is opting to forego use of the reservoir storage capacity in Lake Del Valle (Reach SB5) for the present. The State concurs in such decision due to the need for further investigation on lake level impacts. The Agency <District> agrees to pay annually an "In Lieu" fee to the State in an amount equal to the annual payments for retroactive and future Transportation capital cost component charges, at the project interest rate, and future Transportation operation, maintenance, power and replacement charges for the South Bay Aqueduct and Lake Del Valle, calculated pursuant to Article 24. Exhibit A shows estimated payments for retroactive and future Transportation capital cost component charges for the South Bay Aqueduct and Lake Del Valle beginning in the year 2000 and continuing to 2035. The In Lieu fee shall be included in the Agency's <District's> annual statement of charges and paid by the Agency <District> in the same manner and subject to the same terms and conditions as other charges under this contract. The In Lieu payment does not in any way establish a right to use, or otherwise guarantee any use of, Lake Del Valle.

(4) In 2005 and thereafter, in its sole discretion, the Agency <District> may opt to cease paying the In Lieu fee thereby reducing the Agency's <District's> delivery capability and storage capability associated with the 15,000 acre-feet of entitlement in the South Bay Aqueduct and Lake Del Valle by sending to the State a *Notice of Intent to Cease In Lieu Payment* and referencing this Amendment 20, at least six months prior to ceasing payments. The State agrees not to contract with any other entity for use of the South Bay Aqueduct and Lake Del Valle associated with the Future Contractor Share, prior to the receipt of the Agency's <District's> *Notice of Intent to Cease In Lieu Payments*, without the Agency's <District's> prior written consent. If the Agency <District> sends the *Notice of Intent*, the In Lieu fees paid are not refundable and shall not be used to offset the Agency's <District's> other obligations, except as provided in subdivision 5 of this Article 53(l) <renumbered to Article 47(e) by Amendment No. 23>, or except if the Agency <District> wishes to resume such payments, and enters into a separate written contract with the State to do so, and the State, in its sole discretion, determines that In Lieu payments made under this Amendment 20

## Exhibit A &lt;From Amendment No. 20&gt;

AMENDMENT NO. 20  
EXHIBIT A

## ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, ZONE 7

ESTIMATED FIXED CHARGES (a)  
FOR AQUEDUCT CAPACITY ALLOCATED TO  
15,000 ACRE-FEET OF FUTURE CONTRACTOR-SOUTH BAY ENTITLEMENT (b)

(in dollars)				
Calendar Year	Capital Cost Component (c)	Minimum Cost Component (d)	Estimated W.S.R.B. Surcharge (d)	Total Estimated Charges (1+2+3)
	[1]	[2]	[3]	[4]
2000	1,242,900	483,400	250,000	1,976,300
2001	1,244,200	509,000	250,000	2,003,200
2002	1,244,500	515,000	250,000	2,009,500
2003	1,244,600	515,300	250,000	2,009,900
2004	1,244,700	498,400	250,000	1,993,100
2005	1,244,800	498,200	250,000	1,993,000
2006	1,244,800	497,800	250,000	1,992,600
2007	1,244,800	497,900	250,000	1,992,700
2008	1,244,800	498,000	250,000	1,992,800
2009	1,244,800	498,000	250,000	1,992,800
2010	1,244,800	497,900	250,000	1,992,700
2011	1,244,800	500,500	250,000	1,995,300
2012	1,244,800	500,600	250,000	1,995,400
2013	1,215,500	500,800	247,000	1,963,300
2014	1,197,100	501,300	246,000	1,944,400
2015	1,176,600	501,300	245,000	1,922,900
2016	1,165,000	501,200	244,000	1,910,200
2017	1,137,800	501,200	242,000	1,881,000
2018	1,086,400	501,600	238,000	1,826,000
2019	1,042,800	501,400	235,000	1,779,200
2020	1,029,000	501,300	234,000	1,764,300
2021	1,026,400	501,200	234,000	1,761,600
2022	1,026,000	501,600	234,000	1,761,600
2023	1,025,500	501,100	234,000	1,760,600
2024	1,025,200	501,300	234,000	1,760,500
2025	1,024,200	501,300	234,000	1,759,500
2026	1,023,900	501,400	234,000	1,759,300
2027	1,023,400	501,300	234,000	1,758,700
2028	1,022,600	501,500	0	1,524,100
2029	1,021,600	501,200	0	1,522,800
2030	1,020,700	501,100	0	1,521,800
2031	1,018,700	501,500	0	1,520,200
2032	1,018,900	501,500	0	1,520,400
2033	1,018,300	501,100	0	1,519,400
2034	1,015,800	501,300	0	1,517,100
2035	1,012,900	501,500	0	1,514,400
Total	\$40,553,600	\$18,040,000	\$6,819,000	\$65,412,600

a) Bulletin 132-99 cost data.

b) Charges for capacity allocated to Future Contractor-South Bay in California Aqueduct Reach 1 and South Bay Aqueduct Reaches 1,2,4,5,6, and 7.

c) Includes an adjustment for retroactive charges amortized over the period from 2000 to 2035 at 4.615%.

d) Prospective charges only.

State Water Project Analysis Office  
December 21, 1999

should be applied to payment obligations in such future contract.

(5) The State confirms its commitment to attempt to utilize the remaining portion of the Future Contractor Share for water supply purposes to the extent permitted by law and confirms that to date the Agency <District> alone has expressed an interest in taking over the repayment obligation for the remaining portion of the Future Contractor Share. The State agrees to cooperate with the Agency <District> in investigations related to expanding use of Lake Del Valle for water supply purposes. The State agrees, if legally and operationally feasible, to permit Agency <District> to assume repayment obligations for the remaining portion of the Future Contractor Share by including it in Agency's <District's> Table B if requested by the Agency <District> and if In Lieu payments have been made without cessation, in which case In Lieu payments made shall be credited to the Agency <District> against the repayment obligation.

(6) If the Agency <District> ceases to make the In Lieu payments at any time, including under the circumstances described in subdivision 4 of this Article 53(l) <47(e)>, the remaining provisions of this Amendment 20 shall continue in full force and effect, and the 15,000 acre feet of entitlement associated with the In Lieu payments acquired pursuant to this Amendment not be affected, except that the Department shall revise the instantaneous flow rate in Article 12 (c) and change the delivery priority under Article 12(f), in its then current form.

(7) Any over and under adjustments to payments made by KCWA for 1999 and prior years attributable to the 15,000 acre-feet of entitlement (or applicable portion thereof) and the related delivery capacity in Reaches 1 through 10A of the California Aqueduct shall be paid by or credited to KCWA, including refunds or credits of Off-Aqueduct and Water System Revenue Bond reserves. Any over and under adjustments to payments made by the Agency <District> for 2000 and future years attributable to the 15,000 acre-feet of entitlement shall be paid by or credited to the Agency <District>.

(8) For cost allocation and repayment purposes, Exhibit B attached hereto shows entitlement amounts and capacity amounts for each aqueduct reach in which the Agency <District> participates. These redetermined values shall be used to derive the proportionate use of facilities factors as set forth in Table B as designated in Article 24(b). The capacity amounts shown in Exhibit B are estimated values. Actual values will be used by the State in implementing the terms of this Amendment and in redetermination of Table B of this contract under Article 28.



## Exhibit B &lt;From Amendment No. 20&gt;

AMENDMENT NO. 20  
EXHIBIT BALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, ZONE 7  
ANNUAL ENTITLEMENT AND CAPACITY VALUES FOR EACH REACH (a)  
FOR COST ALLOCATION AND REPAYMENT ONLY

The values related to this transfer are estimated to be as follows:

Repayment Reach (b)	Before Transfer		Entitlement Transferred		Capacity Transferred		After Transfer	
	Annual Entitlement (AF)	Capacity (cfs)	from KCWA (AF)	from So. Bay Future Contr. (AF)	from KCWA (cfs)	from So. Bay Future Contr. (cfs)	Annual Entitlement [1]+[3]+[4] (AF)	Capacity [2]+[5]+[6] (cfs)
	[1]	[2]	[3]	[4]	[5]	[6]	[7]	[8]
<b>California Aqueduct</b>								
Reach 1	60,000	92	15,000	15,000	27	7	90,000	126
Reach 2A	7,000	20	15,000	0	27	0	22,000	47
Reach 2B	7,000	20	15,000	0	27	0	22,000	47
Reach 3	7,000	20	15,000	0	27	0	22,000	47
Reach 4	7,000	20	15,000	0	27	0	22,000	47
Reach 5	7,000	20	15,000	0	27	0	22,000	47
Reach 6	7,000	20	15,000	0	27	0	22,000	47
Reach 7	7,000	20	15,000	0	27	0	22,000	47
Reach 8C	7,000	20	15,000	0	27	0	22,000	47
Reach 8D	7,000	20	15,000	0	27	0	22,000	47
Reach 9	2,257	7	15,000	0	27	0	17,257	34
Reach 10A	2,257	7	15,000	0	27	0	17,257	34
<b>South Bay Aqueduct</b>								
Reach 1	53,000	72	0	15,000	0	7	68,000	79
Reach 2	53,000	72	0	15,000	0	7	68,000	79
Reach 4	36,000	48	0	15,000	0	7	51,000	55
Reach 5	(see Del Valle Reservoir Storage)							
Reach 6	36,000	69	0	15,000	0	34	51,000	103
Reach 7	7,000	14	0	15,000	0	30	22,000	44
Reach 8	0	0	0	0	0	0	0	0
Reach 9	0	0	0	0	0	0	0	0
Reach 5	<b>Del Valle Reservoir Storage</b>							
	Before Transfer			Entitlement Transferred (AF)		Del Valle Storage Transferred (AF)	After Transfer	
	Annual Entitlement (AF)	Del Valle Storage (d) (AF)					Annual Entitlement (AF)	Del Valle Storage (d) (AF)
	[1]	[2]	[3]	[4]	[5]	[6]	[7]	[8]
Zone 7	36,000	7,583		15,000		7,496	51,000	15,079
FC-So. Bay	32,174	7,496		(15,000)		(7,496)	17,174	0

- a) Does not include capacity for outages and losses.  
b) These numbers apply to the reaches as set forth in Bulletin 132, Figure B-4, "Repayment Reaches and Descriptions."  
c) Purchased capacity is based on 11 % monthly peaking.  
d) Reach 5 capacity in South Bay Aqueduct is based on Del Valle storage in acre-feet and included here solely for illustrative purposes to show the basis for the In Lieu fee, and does not establish a right to use such storage capacity.



<sup>77</sup>(f) <Article 53(m) was renumbered to Article 47(f) by Amendment No. 23>

(1) In accordance with Article 53(a) and the terms and conditions of this Amendment <No. 21>, the Agency <District> is increasing its Table A annual entitlements by 10,000 acre-feet beginning in year 2001 and each succeeding year thereafter for the term of the contract by purchasing from Kern County Water Agency 10,000 acre-feet of the 130,000 acre-feet made available to Urban Contractors under Article 53(a). As a result of this purchase, Table A as designated in Article 6 is amended as follows: <Table A as amended by Amendment No. 21 is shown in Appendix A.>

(2) Increases to the Agency's <District's> Delta Water Charge, Transportation Charge and Water System Revenue Bond Surcharge resulting from the increase in the Agency's <District's> annual entitlements and maximum annual entitlement shall commence on January 1, 2001, and be identified by the State and included in the annual Statement of Charges to the Agency <District>. Deliveries of the 10,000 acre-feet added by this amendment are subject to Article 53(g), including the requirement that service of water to fulfill annual entitlement to other contractors shall not be impaired.

(3) Any over and under adjustments to payments made by KCWA for 1999 and prior years attributable to the 10,000 acre-feet of entitlement (or applicable portion thereof) and the related delivery capacity in Reaches 1 through 10A of the California Aqueduct shall be paid by or credited to KCWA, including refunds or credits of Off-Aqueduct and Water System Revenue Bond reserves. Any over and under adjustments to payments made by the Agency <District> for 2000 and future years attributable to the 10,000 acre-feet of entitlement shall be paid by or credited to the Agency <District>.

(4) For cost allocation and repayment purposes, Exhibit A attached shows entitlement amounts and capacity amounts for each aqueduct reach in which the Agency <District> participates. These redetermined values shall be used to derive the proportionate use of facilities factors as set forth in Table B as designated in Article 24(b). The capacity amounts shown in Exhibit A are estimated values. Actual values will be used by the State in implementing the terms of this Amendment and in redetermination of Table B of this contract under Article 28.

<sup>78</sup>(g) In accordance with Article 41 and the terms and conditions of this Amendment <No. 23>, the Agency <District> is increasing its annual Table A amounts by 400 acre-feet beginning in year 2003 and each succeeding year thereafter

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<sup>77</sup> Amended: Amendments No. 21 and 23

<sup>78</sup> Amended: Amendment No. 23

## Exhibit A &lt;From Amendment No. 21&gt;

AMENDMENT NO. 21  
EXHIBIT AALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, ZONE 7  
ANNUAL ENTITLEMENT AND CAPACITY VALUES FOR EACH REACH (a)  
FOR COST ALLOCATION AND REPAYMENT ONLY

The values related to this transfer are estimated to be as follows:

Repayment Reach (b)	Before Transfer		Entitlement Transferred from KCWA (AF) [3]	Capacity Transferred from KCWA (cfs) [4]	Additional Capacity Required (cfs) [5]	After Transfer	
	Annual Entitlement (AF) [1]	Capacity (cfs) [2]				Total Annual Entitlement [1] + [3] (AF) [6]	Total Capacity [2] + [4] + [5] (cfs) [7]
<b>California Aqueduct</b>							
Reach 1	90,000	126	10,000	18	0	100,000	144
Reach 2A	22,000	47	10,000	18	0	32,000	65
Reach 2B	22,000	47	10,000	18	0	32,000	65
Reach 3	22,000	47	10,000	18	0	32,000	65
Reach 4	22,000	47	10,000	18	0	32,000	65
Reach 5	22,000	47	10,000	18	0	32,000	65
Reach 6	22,000	47	10,000	18	0	32,000	65
Reach 7	22,000	47	10,000	18	0	32,000	65
Reach 8C	22,000	47	10,000	18	0	32,000	65
Reach 8D	22,000	47	10,000	18	0	32,000	65
Reach 9	17,257	34	10,000	18	0	27,257	52
Reach 10A	17,257	34	10,000	18	0	27,257	52
Reach 11B	0	0	10,000	18	0	10,000	18

<b>South Bay Aqueduct</b>							
Reach 1	68,000	79	10,000	0	14	78,000	93
Reach 2	68,000	79	10,000	0	14	78,000	93
Reach 4	51,000	55	10,000	0	14	61,000	69
Reach 5	(see Del Valle Reservoir Storage)						
Reach 6	51,000	103	10,000	0	14	61,000	117
Reach 7	22,000	44	10,000	0	14	32,000	58
Reach 8	0	0	0	0	0	0	0
Reach 9	0	0	0	0	0	0	0

<b>Del Valle Reservoir Storage</b>							
Reach 5	Before Transfer		Entitlement Transferred (AF) [3]	Del Valle Storage Transferred (AF) [4]		After Transfer	
	Annual Entitlement (AF) [1]	Del Valle Storage (AF) [2]				Annual Entitlement [1] + [3] (AF) [6]	Del Valle Storage [2] + [4] (AF) [7]
Zone 7	51,000	15,079	0	0		51,000	15,079
FC-So. Bay	17,174	0	0	0		17,174	0

a) Does not include capacity for outages and losses.

b) These numbers apply to the reaches as set forth in Bulletin 132, Figure B-4, "Repayment Reaches and Descriptions."

State Water Project Analysis Office  
November 22, 2000

for the term of the Water Supply Contract by purchasing from Tulare 400 acre-feet of its Table A amounts. As a result of this purchase, Table A as designated in Article 6 is amended as follows: <Table A as amended by Amendment 23 is shown in Appendix A.>

<The following apply to this permanent transfer:>

<sup>80</sup>Increases to the Agency's <District's> Delta Water Charge, Transportation Charge and Water System Revenue Bond Surcharge resulting from the increase in the Agency's <District's> annual Table A amounts and maximum Table A shall commence on January 1, 2003, and be identified by the State and included in future annual Statements of Charges to the Agency <District>. Deliveries of the 400 acre-feet added by this Amendment are subject to Article 53, including the requirement that service of water to fulfill annual Table A amounts to other contractors shall not be impaired.

<sup>81</sup>Any over and under adjustments to payments made by Tulare for 2002 and prior years attributable to the 400 acre-feet of Table A amounts (or applicable portion thereof) and the related delivery capacity in Reaches 1 through 8D of the California Aqueduct shall be paid by or credited to Tulare, including refunds or credits of Off-Aqueduct and Water System Revenue Bond reserves. Any over and under adjustments to payments made by the Agency <District> for 2003 and future years attributable to the 400 acre-feet of Table A amounts shall be paid by or credited to the Agency <District>.

<sup>82</sup>Transportation capital cost component charges attributable to South Bay Aqueduct reaches shall be redetermined and allocated to the Agency <District> retroactively and prospectively.

<sup>83</sup>For cost allocation and repayment purposes, Exhibit A attached hereto shows Table A amounts and capacity amounts for each aqueduct reach in which the Agency <District> participates. These redetermined values shall be used to derive the proportionate use of facilities factors as set forth in Table B as designated in Article 24(b). The capacity amounts shown in Exhibit A are estimated values. Actual values will be used by the State in implementing the terms of this Amendment and in redetermination of Table B of this contract under Article 28.

<sup>84</sup>The Water Supply Contract was amended to add the Monterey Amendment. The Monterey Amendment and the Environmental Impact Report for the Monterey Agreement were challenged in a lawsuit and addressed by the Court of Appeal in *Planning and conservation League, et al. v. Department of Water Resources and Central Coast Water Agency* (2000) 83 Cal. App. 4<sup>th</sup> 892. The Agency <District> acknowledges that this transfer is not conditioned on the Monterey Amendment being in effect. The Agency <District>

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<sup>80</sup> Amended: Amendment No. 23

<sup>81</sup> Amended: Amendment No. 23

<sup>82</sup> Amended: Amendment No. 23

<sup>83</sup> Amended: Amendment No. 23

<sup>84</sup> Amended: Amendment No. 23

## Exhibit A &lt;From Amendment No. 23&gt;

AMENDMENT NO. 23

**EXHIBIT A**  
**ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, ZONE 7**  
**ANNUAL TABLE A AMOUNTS AND CAPACITY VALUES FOR EACH REACH a)**  
**FOR COST ALLOCATION AND REPAYMENT ONLY**

The values related to this transfer are estimated to be as follows:

Repayment Reach b)	Before Transfer		Table A	Flow	Additional Flow Capacity Required (cfs)	After Transfer	
	Table A	Flow	Transferred	Capacity		Total	Total
	Capacity	Capacity	from	Transferred		Table A	Flow
	(AF)	(cfs)	Tulare	from Tulare		capacity	Capacity
			(AF)	(cfs)		(AF)	(cfs)
California Aqueduct							
Reach 1	100,000	144	400	1	0	100,400	c) 145
Reach 2A	32,000	65	400	1	0	32,400	66
Reach 2B	32,000	65	400	1	0	32,400	66
Reach 3	32,000	65	400	1	0	32,400	66
Reach 4	32,000	65	400	1	0	32,400	66
Reach 5	32,000	65	400	1	0	32,400	66
Reach 6	32,000	65	400	1	0	32,400	66
Reach 7	32,000	65	400	1	0	32,400	66
Reach 8C	32,000	65	400	1	0	32,400	66
Reach 8D	32,000	65	400	1	0	32,400	66
Reach 9	27,257	52	0	0	0	27,257	52
Reach 10A	27,257	52	0	0	0	27,257	52
Reach 11B	10,000	18	0	0	0	10,000	18
South Bay Aqueduct							
Reach 1	78,000	92	400	0	1	78,400	93
Reach 2	78,000	92	400	0	1	78,400	93
Reach 4	61,000	69	400	0	1	61,400	70
Reach 5	(see Del Valle Reservoir Storage below)						
Reach 6	66,174	117	400	0	1	66,574	118
Reach 7	24,364	44	0	0	0	24,364	44
Reach 8	0	0	0	0	0	0	0
Reach 9	0	0	0	0	0	0	0
Del Valle Reservoir Storage							
Reach 5							
	Before Transfer		Table A	Del Valle		After Transfer	
	Table A	Del	Capacity	Storage		Table A	Del Valle
	Capacity	Valle	Transferred	Transferred		Capacity	Storage
	(AF)	(AF)	(AF)	(AF)		(AF)	(AF)
Zone 7	68,174	15,079	0	0		68,174	15,079
FC-So.Bay	0	0	0	0		0	0

a) Does not include capacity for outages and losses.

b) These numbers apply to the reaches as set forth in Bulletin 132, Figure B-4, "Repayment Reaches and Descriptions."

c) Flow capacity is based on 11% monthly peaking for all Table A water. For Article 12(c) flow capacity, 8000 acre-feet is classified as agricultural water at 18% monthly peaking.

further acknowledges that the allocation of water is different under pre-Monterey conditions, and that the availability of water associated with the permanent water transfer would, in certain years, be materially different if the State allocated available water supply based on pre-Monterey Conditions. Recognizing the foregoing, the State shall treat and allocate the water associated with the transfer of this 400 acre-feet of annual Table A amounts in the same manner as the Agency's <District's> other annual Table A amounts.

<sup>86</sup>(h) In accordance with Article 41 and the terms and conditions of this Amendment <No. 25>, the Agency <District> is increasing its annual Table A amounts by 2,219 acre-feet beginning in year 2004 and each succeeding year thereafter for the term of the Water Supply Contract by purchasing from KCWA 2,219 acre-feet of its Table A amounts. As a result of this purchase, Table A as designated in Article 6 is amended as follows: <Table A per Amendment 25 is shown in Appendix A>

<The following apply to this permanent transfer:>

<sup>87</sup>Increases to the Agency's <District's> Delta Water Charge, Transportation Charge and Water System Revenue Bond Surcharge resulting from the increase in the Agency's <District's> annual Table A amounts and maximum Table A shall commence on January 1, 2004, and be identified by the State and included in a revised Statement of Charges for the year 2004 and in future annual Statement of Charges to the Agency <District>. Deliveries of the 2,219 acre-feet added by this amendment are subject to Article 53(g), including the requirement that service of water to fulfill annual Table A amounts to other contractors shall not be impaired.

<sup>88</sup>Any over and under adjustments to payments made by KCWA for 2003 and prior years attributable to the 2,219 acre-feet of Table A amounts (or applicable portion thereof) and the related delivery capacity in Reaches 1 through 11B of the California Aqueduct shall be paid by or credited to KCWA, including refunds or credits of Off-Aqueduct and Water System Revenue Bond reserves. Any over and under adjustments to payments made by the Agency <District> for 2004 and future years attributable to the 2,219 acre-feet of Table A amounts shall be paid by or credited to the Agency <District>.

<sup>89</sup>Transportation capital cost component charges attributable to South Bay Aqueduct reaches shall be redetermined and allocated to the Agency <District> retroactively and prospectively.

<sup>90</sup>For cost allocation and repayment purposes, Exhibit A attached hereto shows Table A amounts and capacity amounts for each aqueduct reach in which the Agency <District> participates. These redetermined values shall be used to derive the proportionate

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<sup>86</sup> Amended: Amendment No. 25

<sup>87</sup> Amended: Amendment No. 25

<sup>88</sup> Amended: Amendment No. 25

<sup>89</sup> Amended: Amendment No. 25

<sup>90</sup> Amended: Amendment No. 25



## Exhibit A &lt;From Amendment No. 25&gt;

AMENDMENT-NO. 25

**EXHIBIT A**  
**ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, ZONE 7**  
**ANNUAL TABLE A AMOUNTS AND CAPACITY VALUES FOR EACH REACH a)**  
**FOR COST ALLOCATION AND REPAYMENT ONLY**

The values related to this transfer are estimated to be as follows:

Repayment Reach b)	Before Transfer		Table A	Flow	Additional Flow Capacity Required (cfs)	After Transfer	
	Table A	Flow	Transferred	Capacity		Total	Total
	Capacity	Capacity	from	Transferred		Table A	Flow
	(AF)	(cfs)	KCWA	from KCWA		Capacity	Capacity
			(AF)	(cfs)		(AF)	(cfs)
California Aqueduct							
Reach 1	100,400	145	2,219	c) 4	0	102,619	149
Reach 2A	32,400	66	2,219	4	0	34,619	70
Reach 2B	32,400	66	2,219	4	0	34,619	70
Reach 3	32,400	66	2,219	4	0	34,619	70
Reach 4	32,400	66	2,219	4	0	34,619	70
Reach 5	32,400	66	2,219	4	0	34,619	70
Reach 6	32,400	66	2,219	4	0	34,619	70
Reach 7	32,400	66	2,219	4	0	34,619	70
Reach 8C	32,400	66	2,219	4	0	34,619	70
Reach 8D	32,400	66	2,219	4	0	34,619	70
Reach 9	27,257	52	2,219	4	0	29,476	56
Reach 10A	27,257	52	2,219	4	0	29,476	56
Reach 11B	10,000	18	2,219	4	0	12,219	22
South Bay Aqueduct							
Reach 1	78,400	93	2,219	0	d) 3	80,619	96
Reach 2	78,400	93	2,219	0	3	80,619	96
Reach 4	61,400	70	2,219	0	3	63,619	73
Reach 5	(see Del Valle Reservoir Storage below)						
Reach 6	66,574	118	2,219	0	3	68,793	121
Reach 7	24,364	44	0	0	0	24,364	44
Reach 8	0	0	0	0	0	0	0
Reach 9	0	0	0	0	0	0	0
Del Valle Reservoir Storage							
Reach 5	Before Transfer		Table A	Del Valle		After Transfer	
			Capacity	Storage		e)	
	Table A	Del	Transferred	Transferred		Table A	Del Valle
	Capacity	Valle			Capacity	Storage	
	(AF)	Storage	(AF)	(AF)	(AF)	(AF)	
		(AF)					
Zone 7	68,174	15,079	0	0		68,174	15,079

a) Does not include capacity for outages and losses.

b) These numbers apply to the reaches as set forth in Bulletin 132, Figure B-4, "Repayment Reaches and Descriptions."

c) Transferred flow capacity is based on 11% monthly peaking. For Article 12(c) flow capacity, 6000 acre-feet is classified as agricultural water at 18% monthly peaking.

d) Additional flow capacity required is based on 8.333% peaking (constant flow).

e) No Del Valle Reservoir storage increase due to this transfer. Table reflects storage from previous transfers.

use of facilities factors as set forth in Table B as designated in Article 24(b). The capacity amounts shown in Exhibit A are estimated values. Actual values will be used by the State in implementing the terms of this Amendment and in redetermination of Table B of this contract under Article 28.

47. <sup>92</sup>**Reserved for Future Use.** <This second Article 47 was added by Amendment No. 15.>

48. <sup>93</sup>**Reserved For Future Use.**

49. <sup>94</sup>**ENLARGEMENT OF THE SOUTH BAY AQUEDUCT.**

(a) South Bay Aqueduct Enlargement

“South Bay Aqueduct Enlargement” shall mean those additions or improvements made to the South Bay Aqueduct (including the Altamont pipeline work) to increase the South Bay Aqueduct capacity from Bethany Reservoir through the Alameda Canal at its terminus, Del Valle Check 7, beyond that set forth in Tables B-1 and B-2 as shown in State Bulletin 132-91.

(b) Contingent upon compliance with other laws

Construction of the South Bay Aqueduct Enlargement is contingent upon certification of an Environmental Impact Report, approval of project by both the State and Agency <District>, obtaining all necessary third party approvals and permits, and compliance with all other applicable laws.

(c) Agency <District> to pay all costs

Agency <District> agrees to pay all costs incurred by the State for development and construction of the South Bay Aqueduct Enlargement, whether or not the project is approved by the parties and constructed by the State. These costs may include, but are not limited to, costs for planning, design, land acquisition, fabrication, construction, CEQA analysis, obtaining third party approvals and permits, and compliance with all other applicable laws.

(d) South Bay Aqueduct Enlargement Transportation Charge

The payments to be made by the Agency <District> shall include an annual charge under the designation “South Bay Aqueduct Enlargement Transportation Charge.” The South Bay Aqueduct Enlargement Transportation Charge shall consist of a capital cost component; and a minimum operation, maintenance, power and

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<sup>92</sup> Amended: Amendment No. 15

<sup>93</sup> Amended: Amendment No. 15

<sup>94</sup> Amended: Amendments No. 15 and 24

replacement component, as defined and determined in Article 49(e) and Article 49(f).

(e) South Bay Aqueduct Enlargement Transportation Charge-Capital Cost Component

(1) Method of Computation

The capital cost component of the South Bay Aqueduct Enlargement Transportation Charge shall be sufficient to return to the State an amount equal to all capital costs and any financing costs the State incurs for the South Bay Aqueduct Enlargement, regardless of whether construction for the South Bay Aqueduct Enlargement is approved by the Parties.

(2) Payment of Capital Costs by Agency <District>

(i) The Agency <District> may elect to pay a portion of or all of the capital costs of the South Bay Aqueduct Enlargement by furnishing funds to the State either in advance of the State incurring the capital costs, or in advance of the State issuing bonds (including short-term financing) to finance such capital costs. The Agency <District> may elect in writing to use this option by June 15 of each year (or later with the consent of the State) as to any portion of the South Bay Aqueduct Enlargement not yet financed by the State.

(ii) For any year in which the Agency <District> elects this option, the State shall, on or before July 1, furnish the Agency <District> with a written statement of estimated amounts of funds needed by the State in the succeeding year and of the calendar dates by which the State will need the funds. During each succeeding year the State shall, on the first of each month, notify the Agency <District> of funds needed within the succeeding month. The Agency <District> shall pay to the State the requested funds within fifteen calendar days of receipt of notification. The Agency <District> may elect to advance funds to the State on an accelerated schedule acceptable to the State. Unless otherwise agreed to by the Agency <District> and the State, interest earned on any funds advanced pursuant to this paragraph shall be credited to reduce payments due from the Agency <District> under this contract. To the extent practicable interest earned shall be at the Surplus Money Investment Fund rate. The Agency <District> may terminate its use of this option for a given year with the agreement of the State.

(iii) If, and to the extent the Agency <District> elects to advance funds prior to the issuance of bonds, Article 49(e)(3) and



Article 49(e)(4) shall not apply to any portion of capital costs advanced prior to the issuance of bonds.

(3) State Revenue Bond Financing Costs

If the Agency <District> does not advance all of the capital costs of the South Bay Aqueduct Enlargement and the State issues revenue bonds or other debt instruments to finance all or a portion of such capital costs, the portion of such capital costs not advanced pursuant to Subparagraph (2) shall be recovered through a revenue bond charge each year to the Agency <District> that shall return to the State an amount equal to the annual financing costs the State incurs in that year (or any prior year to the extent not previously recovered) for that portion of the South Bay Aqueduct Enlargement constructed in whole or in part with funds from revenue bonds. Annual financing costs shall include, but not be limited to, the following items to the extent not provided for from revenue bond proceeds: bond marketing expenses, premiums for bond insurance or other credit enhancement, annual revenue bond principal and interest, and any additional requirements for bond debt service coverage and deposits to reserves. The State shall provide credits to the Agency <District> for excess reserve funds, excess debt service coverage, interest, and other earnings of the State in connection with repayment of such revenue bond financing costs, when and as permitted by the bond resolution. When such credits are determined by the State to be available, such credits shall be provided to the Agency <District>. Reserves, bond debt service coverage, interest, and other earnings may be used in the last year to retire the bond.

(4) State Non-Revenue Bond Financing Costs

The State may use any of its available funds other than revenue bonds to finance all or a portion of the capital costs of the South Bay Aqueduct Enlargement. Until revenue bonds or other debt instruments are issued, the Agency <District> shall pay interest at the Surplus Money Investment Fund rate on whatever funds are used for temporary financing.

(f) South Bay Aqueduct Enlargement Transportation Charge – Minimum Operation, Maintenance, Power, and Replacement Component

(1) The minimum operation, maintenance, power, and replacement component of the South Bay Aqueduct Enlargement Transportation Charge shall return to the State those minimum operation, maintenance, power, and replacement costs which in the judgment of the State are incurred solely because of construction, operation and maintenance of the South Bay Aqueduct Enlargement facilities.

(2) Notwithstanding the provisions of Subdivision (f)(1) of this article, or of Article 1(x), the costs of off-aqueduct power facilities associated with deliveries of water through the enlarged South Bay Aqueduct shall be included in the determinations and allocations pursuant to Article 25(d). There shall be no separate off-aqueduct power facilities determination and allocation for South Bay Aqueduct Enlargement.

(g) South Bay Aqueduct Enlargement Variable Operation, Maintenance, Power, and Replacement Costs

The variable operation, maintenance, power, and replacement costs associated with deliveries of water through South Bay Aqueduct Enlargement facilities shall be included in the determinations and allocations pursuant to Article 26. There shall be no separate variable operation, maintenance, power, and replacement component of the South Bay Aqueduct Enlargement Transportation Charge.

(h) Redetermination of Charges

(1) Adjustment: South Bay Aqueduct Enlargement

Transportation Charge – Capital Cost Component

Adjustments for prior underpayments or overpayments of the capital component of the South Bay Aqueduct Enlargement Transportation Charge to the Agency <District>, together with the accrued interest charges or credits thereon computed at the then current Surplus Money Investment Fund rate on the amount of the underpayment or overpayment and compounded annually for the number of years from the year the underpayment or overpayment occurred to and including the year following the redetermination, shall be paid in the year following the redetermination.

(2) Adjustment: South Bay Aqueduct Enlargement Transportation Charge – Minimum Operation, Maintenance, Power, and Replacement Component

One-twelfth of the adjustments for prior underpayments or overpayments of the Agency <District>'s minimum operation, maintenance, power, and replacement component of the South Bay Aqueduct Enlargement Transportation Charge for each year shall be added or credited and paid in the corresponding month of the year following the redetermination, together with the accrued interest charges or credits thereon computed at the then current Surplus Money Investment Fund rate on the amount of the underpayment or overpayment and compounded annually for the number of years from the year the underpayment or overpayment occurred to and including the year following the redetermination.

<sup>95</sup>The Agency <District> agrees to indemnify, defend, and hold harmless the State and any of its officers, agents, or employees from any liability, expenses, defense costs, attorney fees, claims, actions, liens, and lawsuits of any kind arising from or related to this Amendment and associated agreements.

<sup>96</sup>This amendment <No. 24> does not constitute the Parties approval to construct the South Bay Aqueduct Enlargement. Approval to construct the project is contingent upon certification of an Environmental Impact Report. This Amendment provides for the financing of capital costs, including preliminary costs prior to final project approval and all project capital costs after project approval.

<sup>97</sup> This Amendment <No. 24> is permitted by the terms of the contract, and except as amended herein, the provisions of the contract will remain in full force and effect.

**50. <sup>98</sup>WATER SYSTEM REVENUE BOND FINANCING COSTS.**

(a) Charges to the Agency <District> for water system revenue bond financing costs shall be governed by provisions of this article. Charges to all contractors for water system revenue bond financing costs shall return to the State an amount equal to the annual financing costs the State incurs in that year for water system revenue bonds (including water system revenue bond anticipation notes). Annual financing costs shall include, but not be limited to, any annual principal and interest on water system revenue bonds plus any additional requirements for bond debt service coverage, deposits to reserves, and annual premiums for insurance or other security obtained pursuant to subdivision (f) of this article. The State shall provide credits to the contractors for excess reserve funds, excess debt service coverage, interest, and other earnings of the State in connection with repayment of such revenue bond financing costs, when and as permitted by the bond resolution. When such credits are determined by the State to be available, such credits shall be promptly provided to the contractors and shall be in proportion to the payments under this article from each contractor. Reserves, bond debt service coverage, interest, and other earnings may be used in the last year to retire the bonds.

(b) Annual charges to recover water system revenue bond financing costs shall consist of two elements.

(1) The first element shall be an annual charge to the Agency <District> for repayment of capital costs of water system facilities as

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<sup>95</sup> Amended: Amendment No. 24

<sup>96</sup> Amended: Amendment No. 24

<sup>97</sup> Amended: Amendment No. 24

<sup>98</sup> Amended: Amendment No. 15

determined under Articles 22 and 24 of this contract with interest at the project interest rate. For conservation facilities, the charge shall be a part of the capital cost component of the Delta Water Charge in accordance with Article 22. For transportation facilities, the charge shall be a part of the capital cost component of the Transportation Charge in accordance with Article 24.

(2) The second element shall be the Agency's <District's> share of a Water System Revenue Bond Surcharge to be paid in lieu of a project interest rate adjustment. The total annual amount to be paid by all contractors under this element shall be the difference between the total annual charges under the first element and the annual financing costs of the water system revenue bonds. The amount to be paid by each contractor shall be calculated annually as if the project interest rate were increased to the extent necessary to produce revenues from all contractors sufficient to pay such difference for that year. In making that calculation, adjustments in the Agency's <District's> Transportation capital cost component charges for prior overpayments and underpayments shall be determined as if amortized over the remaining years of the project repayment period.

(c) The Water System Revenue Bond Surcharge will be identified by component and charge in the Agency's <District's> invoice.

(d) Timing of Payments. Payments shall be made in accordance with Article 29(f) of this contract.

(e) Reduction in Charges. The Water System Revenue Bond Surcharge under Article 50(b)(2) shall cease for each series of water system revenue bonds when that series is fully repaid. However, the annual charge determined pursuant to Article 50(b)(1) shall continue to be collected for the time periods otherwise required under Articles 22 and 24.

After the Department has repaid the California Water Fund in full and after each series of Water System Revenue Bonds is repaid, the Department will reduce the charges to all contractors in an equitable manner in a total amount that equals the amount of the charges under Article 50(b)(1) that the Department determines is not needed for future financing of facilities of the System which, in whole or in part, will serve the purposes of the water supply contract with the Agency <District>.

(f) To the extent economically feasible and justifiable, as determined by the State after consultation with contractors, the State shall maintain insurance or other forms of security protecting bondholders and non-defaulting contractors against costs resulting from the failure of any contractor to make the payments required by this article.

(g) Before issuing each series of water system revenue bonds, the State shall consult with the contractors, prepare a plan for the State's future financing of

water system facilities, and give the Agency <District> an opportunity to comment on the plan. The plan shall include but not be limited to the size of any water system revenue bond issuances and the form of any necessary resolutions or supplements.

(h) Defaults.

(1) If a contractor defaults partially or entirely on its payment obligations calculated under this article and sufficient insurance or other security protecting the non-defaulting contractors is not provided under Article 50(f), the State shall allocate a portion of the default to each non-defaulting contractor. The Agency's <District's> share of the default shall be equal to an amount determined by multiplying the total default amount to be charged to all non-defaulting contractors by the ratio that the Agency's <District's> maximum Table A entitlement bears to the maximum Table A entitlements of all non-defaulting contractors. However, such amount shall not exceed in any year 25 percent of the Water System Revenue Bond financing costs that are otherwise payable by the Agency <District> in that year. The amount of default to be charged to non-defaulting contractors shall be reduced by any receipts from insurance protecting non-defaulting contractors and bond debt service coverage from a prior year and available for such purpose.

(2) If a contractor defaults partially or entirely on its payment obligations under this article, the State shall also pursuant to Article 20, upon six months' notice to the defaulting contractor, suspend water deliveries under Article 20 to the defaulting contractor so long as the default continues. The suspension of water deliveries shall be proportional to the ratio of the default to the total water system revenue bond payments due from the defaulting contractor. However, the State may reduce, eliminate, or not commence suspension of deliveries pursuant to this subparagraph if it determines suspension in the amounts otherwise required is likely to impair the defaulting contractor's ability to avoid further defaults or that there would be insufficient water for human consumption, sanitation, and fire protection. The State may distribute the suspended water to the non-defaulting contractors on terms it determines to be equitable.

(3) During the period of default, credits otherwise due the defaulting contractor shall be applied to payments due from the defaulting contractor.

(4) Except as otherwise provided in Article 50(h)(3), the defaulting contractor shall repay the entire amount of the default to the State with interest compounded annually at the Surplus Money Investment Fund rate before water deliveries that had been suspended shall be fully resumed to that contractor. If the defaulting contractor makes a partial repayment of its default, the Department may provide a proportional restoration of suspended deliveries. The amount of the default to be repaid shall include any amounts previously

received by the State from insurance proceeds, bond debt service coverage, or other reserves, and payments from other contractors pursuant to this subparagraph (h). The defaulting contractor shall not be entitled to any make-up water deliveries as compensation for any water deliveries suspended during the period when the contractor was in default.

(5) At such time as the default amount is repaid by the defaulting contractor, the non-defaulting contractors shall receive credits in proportion to their contributions towards the amount of the default with interest collected by the State on the defaulted amount.

(6) In the event there is an increase in the amount a non-defaulting contractor contributes to reserves and/or bond debt service coverage, such increase shall be handled in the same manner as provided in Article 50(a).

(7) Action taken pursuant to this subarticle shall not deprive the State of or limit any remedy provided by this contract or by law for the recovery of money due or which may become due under this contract.

(i) Power of Termination.

(1) The Department and the Agency <District> agree to negotiate in good faith the development of a means to provide adequate protection for the Department's cash flow into priorities one and two for revenues under Water Code Section 12937(b) with the goal of obtaining agreement by April 1, 1987. The Department and the Agency <District> agree to continue negotiations beyond April 1, 1987 if necessary to meet their common goal of arriving at agreement.

(2) If such an agreement has not been reached by April 1, 1987, and if the Director of Water Resources determines that adequate progress has not been made toward such an agreement, the Director may give notice to the Agency <District> and other contractors that he intends to exercise the power to terminate provided in this subarticle 50(i). The Director's authority to give such a notice shall terminate on July 1, 1988.

(3) After six months from the date of issuing the notice of intent to terminate, but in no event later than January 1, 1989, the Director may terminate the authority of the Department to issue additional series of water system revenue bonds using the repayment provisions of Article 50. The Department shall promptly notify the Agency <District> and other contractors that the Director has exercised the power of termination.

(4) No additional series of water system revenue bonds shall be issued under the provisions of this Article 50 after the Director has exercised the power to terminate, but Article 50 shall remain in effect as to any series of

water system revenue bonds issued prior to the time the Director exercises the power to terminate.

(5) An exercise of the power to terminate provided in this subarticle 50(i) shall also rescind any changes made by this amendment in the schedule of payment of overpayment or underpayment of capital costs resulting from a change in the project interest rate and shall also rescind the addition of item (7) to Article 1(w). However, if the Department has borrowed any funds under Article 1(w)(7), Article 1(w)(7) shall remain in effect as to that and only that borrowing. Upon the exercising of the power to terminate, subarticles 28(e) and (f) shall be rescinded and Article 1(w) shall read as it previously read as shown on Attachment Number 1 to this amendment.

(6) At any time before January 1, 1989, so long as the Director has not already exercised the power of termination, the Director may irrevocably waive his right to exercise the power of termination or may rescind any previously issued notice of intention to terminate.

(7) If the Director does not exercise the power of termination before January 1, 1989, this Subarticle 50(i) shall expire, and the remainder of this Article 50 shall remain in effect. Changes made by this amendment to other articles shall also remain in effect.

<sup>99</sup>(j) Amounts payable under this article shall not be affected by any reductions in payments pursuant to Article 51.

## **51. <sup>100</sup>FINANCIAL ADJUSTMENTS.**

### **(a) General Operating Account**

(1) The State shall maintain a General Operating Account to provide the moneys needed to pay obligations incurred by the State of the types described in Water Code sections 12937 (b) (1) and (2) in the event of emergency or cash flow shortages.

(2) An initial deposit of \$15 million shall be made available from revenue bond reserves that are no longer required by revenue bond covenants and that would otherwise be credited to the contractors including the District. In 1998 or when the funds become available an additional \$7.7 million will be deposited in the General Operating Account from revenue bond reserves that are no longer required by revenue bond covenants and that would otherwise be credited to the contractors including the District, bringing the deposits to that account under this article to \$22.7 million.

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<sup>99</sup> Amended: Amendment No. 18

<sup>100</sup> Amended: Amendment No. 18

(3) The balance in the General Operating Account will increase pursuant to subdivision (e)(3)(v) of this article to an amount determined by the State but not in excess of \$32 million. However, after the year 2001, the maximum amount of the fund may increase or decrease annually by not more than the same percentage as the increase or decrease in the charges, other than power charges for pumping water, to all the contractors for the previous year from the charges for the year before that for obligations under subdivisions (c)(2)(ii) and (iii) of this article.

(b) State Water Facilities Capital Account

(1) The State shall establish a State Water Facilities Capital Account to be funded from revenues available under Water Code section 12937(b)(4). Through procedures described in this article and as limited by this article, the State may consider as a revenue need under subdivision (c)(2)(v) of this article and may deposit in the State Water Facilities Capital Account the amounts necessary to pay capital costs of the State Water Facilities for which neither general obligation bond nor revenue bond proceeds are available, including but not limited to planning, reconnaissance and feasibility studies, the San Joaquin Valley Drainage Program and, through the year 2000, the CALFED Bay-Delta Program.

(2) The Director of the Department of Water Resources shall fully consult with the contractors and consider any advice given prior to depositing funds into this account for any purposes. Deposits into this account shall not exceed the amounts specified in subdivision (c)(2)(v) of this article plus any amounts determined pursuant to subdivision (e)(1)(iii) of this article.

(3) The State shall use revenue bonds or other sources of moneys rather than this account to finance the costs of construction of any major capital projects.

(c) Calculation of Financial Needs

(1) Each year the State shall calculate in accordance with the timing provisions of Articles 29 and 31 the amounts that would have been charged (but for this article) to each contractor as provided in other provisions of this contract.

(2) Each year the State shall also establish its revenue needs for the following year for the following purposes, subject to the following limitations:

(i) The amount required to be collected under the provisions of this contract, other than this article, with respect to all revenue bonds issued by the State for Project Facilities.



(ii) The amount required for payment of the reasonable costs of the annual maintenance and operation of the State Water Resources Development System and the replacement of any parts thereof as described in Water Code section 12937(b)(1). These costs shall not include operation and maintenance costs of any Federal Central Valley Project facilities constructed by the United States and acquired by the State of California after 1994, other than the State's share of the joint use facilities which include San Luis Reservoir, the San Luis Canal and related facilities.

(iii) The amount required for payment of the principal of and interest on the bonds issued pursuant to the Burns-Porter Act as described in Water Code section 12937(b)(2).

(iv) Any amount required for transfer to the California Water Fund in reimbursement as described in Water Code section 12937(b)(3) for funds utilized from said fund for construction of the State Water Resources Development System.

(v) For the years 1998 and thereafter, the amount needed for deposits into the State Water Facilities Capital Account as provided in subdivision (b) of this article, but (A) not more than \$6 million per year for the years 1998, 1999 and 2000, and (B) not more than \$4.5 million per year for the years 2001 and thereafter.

(3) Subject to the provisions of subdivision (e) of this article, the State shall reduce the annual charges in the aggregate for all contractors by the amounts by which the hypothetical charges calculated pursuant to subdivision (c)(1) above exceed the revenue needs determined pursuant to subdivision (c)(2) above. The reductions under this article shall be apportioned among the contractors as provided in subdivisions (d), (e), (f) and (g) of this article. Reductions to contractors shall be used to reduce the payments due from the contractors on each January 1 and July 1; *Provided*, however, that to the extent required pursuant to subdivision (h) of this article, each Agricultural Contractor shall pay to the Agricultural Rate Management Trust Fund an amount equal to the reduction allocated to such Agricultural Contractor. Any default in payment to the trust fund shall be subject to the same remedies as any default in payment to the State under this contract.

(4) The State may submit a supplemental billing to the District for the year in an amount not to exceed the amount of the prior reductions for such year under this article if necessary to meet unanticipated costs for purposes identified in Water Code section 12937(b)(1) and (2) for which the State can issue billings under other provisions of this contract. Any supplemental billing made to the District for these purposes shall be in the same proportion to the

total supplemental billings to all contractors for these purposes as the prior reduction in charges to the District in that year bears to the total reductions in charges to all contractors in that year and shall be treated as reducing the amount of the reduction made available for that year to the District by the amount of the supplemental bill to the District.

(5) The State may also submit a supplemental billing to the District for the year if necessary to meet unanticipated costs for revenue bond debt service and coverage for which the State can issue a statement of charges under provisions of this contract other than this article. The relative amounts of any supplemental billing made to the District and to other contractors for revenue bond purposes shall be governed by such other applicable provisions of this contract.

(6) Payment of any supplemental billing shall be due thirty days after the date of the invoice. Delinquency and interest on delinquent amounts due shall be governed by Article 32.

(d) Apportionment of Reductions between Agricultural and Urban Contractors

(1) Reductions available under this article are projected to begin to occur in 1997. The numbers and percentages in this subdivision reflect certain estimates of dollars and sharing of reductions. The actual reductions may vary slightly from the amounts described below. The State shall determine the availability of reductions for each year in accordance with this article.

(2) Reductions shall be phased in as follows:

(i) In 1997 reductions in the amount of \$14 million are projected to be available and shall be applied as follows: the first \$10 million of reductions shall be apportioned among the Agricultural Contractors, and the remaining reductions shall be apportioned among the Urban Contractors.

(ii) In 1998 reductions in the amount of \$17 million are projected to be available and shall be applied as follows: the first \$10 million of reductions shall be apportioned among the Agricultural Contractors, and the remaining reductions shall be apportioned among the Urban Contractors.

(iii) In 1999 reductions in the amount of \$32 million are projected to be available and shall be applied as follows: the first \$10 million of reductions shall be apportioned among the Agricultural Contractors, and the remaining reductions shall be apportioned among the Urban Contractors.

(iv) In 2000 reductions in the amount of \$33 million are projected to be available and shall be applied as follows: the first \$10 million of reductions shall be apportioned among the Agricultural Contractors, and the remaining reductions shall be apportioned among the Urban Contractors.

(3) (i) In the event that the aggregate amount of reductions in any of the years 1997 through 2000 is less than the respective amount projected for such year in subdivision (d)(2) above, the shortfall shall be taken first from reductions that would have been provided to Urban Contractors. Only after all reductions to Urban Contractors have been eliminated in a given year shall the remaining shortfall be taken from reductions scheduled for Agricultural Contractors. Any projected reductions not made available due to such shortfalls in the years 1997 through 2000 shall be deferred with interest at the project interest rate to the earliest subsequent years when reductions in excess of those projected for those years are available. Such deferred reductions with interest at the project interest rate shall be applied to the charges of the contractors whose reductions have been deferred.

(ii) In the event that the aggregate amount of reductions available in any of the years 1997 through 2000 is greater than the sum of (A) the respective amount projected for such year in subdivision (d)(2) above, plus (B) the amount of any shortfall with accrued interest at the project interest rate, remaining from any prior year to be applied, the excess shall be applied for the purposes and in the amounts per year described in subdivisions (e) (3) (iii), (iv), (v) and (vi) of this article, in that order.

(4) In 2001 and in each succeeding year reductions equal to or in excess of \$40.5 million are projected to be available and shall be applied as follows:

(i) If reductions are available in an amount that equals or exceeds \$40.5 million, \$10 million of reductions shall be apportioned among the Agricultural Contractors, and \$30.5 million of reductions shall be apportioned among the Urban Contractors. If reductions are available in an amount greater than \$40.5 million, the excess shall be applied as provided in subdivision (e)(3) of this article, subject however to subdivision (e)(1).

(ii) If reductions are available in an amount less than \$40.5 million in any of these years, the reductions shall be divided on a 24.7% - 75.3% basis between the Agricultural Contractors and the Urban Contractors respectively. Any such reductions not made due to shortages shall be applied without interest in the next year in which

reductions in an amount in excess of \$40.5 million are available pursuant to subdivision (e)(3) of this article with any remainder that is not available carried over without interest to be applied in the earliest subsequent years when reductions in excess of \$40.5 million are available.

(5) Annual charges to a contractor shall only be reduced prospectively from and after the date it executes the Monterey Amendment to this contract. Apportionments of reductions shall be calculated on the assumption that all contractors have executed such amendment.

(e) Review of Financial Requirements

(1) In 2001 and every fifth year thereafter the Director of the Department of Water Resources, in full consultation with the contractors, will review the financial requirements of the State Water Resources Development System and determine the following:

(i) The amount of revenues that are needed for State Water Resources Development System purposes in addition to those needed for the purposes specified in subdivisions (c)(2)(i), (ii), (iii), and (iv) of this article;

(ii) If the aggregate amount that would have been charged to all contractors in any year but for this article exceeds the sum of (A) the amount of revenues needed for the purposes specified in subdivisions (c)(2)(i), (ii), (iii) and (iv), plus (B) \$40.5 million, plus (C) the amount determined pursuant to subdivision (c)(2)(v) of this article, the amount of such excess.

(iii) The amount of the excess determined in subdivision (e)(1)(ii) above that should be collected by the State for additional State Water Resources Development System purposes and the amount of such excess that should be used for further annual charge reductions.

(2) After making the determinations required above, the State may collect the revenues for additional State Water Resources Development System purposes in the amount determined pursuant to subdivision (e)(1)(iii) above.

(3) If and to the extent that as a result of such determinations, the aggregate amount to be charged to contractors is to be reduced by more than \$40.5 million per year, the following priorities and limitations shall apply with respect to the application of such additional reductions:

(i) First, reductions shall be allocated to make up shortfalls in reductions from those projected for the years 1997 through 2000 with interest at the project interest rate pursuant to subdivision (d)(3)(i).

(ii) Second, reductions shall be allocated to make up shortfalls in reductions from those projected for the years beginning with 2001 without interest pursuant to subdivision (d)(4)(ii).

(iii) Third, additional reductions in the amount of \$2 million per year shall be apportioned among the Urban Contractors until a total of \$19.3 million in such additional reductions have been so applied.

(iv) Fourth, reductions up to an additional \$2 million per year shall be allocated to make up any shortfalls in the annual reductions provided for in subdivision (e)(3)(iii).

(v) Fifth, \$2 million per year shall be charged and collected by the State and deposited in the General Operating Account to bring the account ultimately up to an amount determined by the State but not in excess of \$32 million with adjustments as provided in subdivision (a) of this article. Any amount in the account in excess of this requirement shall be returned to general project revenues.

(vi) Sixth, remaining amounts if any shall be used for reductions divided on a 24.7% - 75.3% basis between the Agricultural Contractors and the Urban Contractors respectively.

(f) Apportionment of Reductions among Urban Contractors.

Reductions in annual charges apportioned to Urban Contractors under subdivisions (d) and (e) of this article shall be further allocated among Urban Contractors pursuant to this subdivision. The amount of reduction of annual charges for each Urban Contractor shall be based on each Urban Contractor's proportionate share of total allocated capital costs as calculated below, for both project conservation and project transportation facilities, repaid by all Urban Contractors over the project repayment period.

(1) The conservation capital cost component of the reduction allocation shall be apportioned on the basis of maximum annual entitlement. Each Urban Contractor's proportionate share shall be the same as the percentage of that contractor's maximum annual entitlement to the total of all Urban Contractors' maximum annual entitlements.

(2) The transportation capital cost component of the reduction allocation shall be apportioned on the basis of transportation capital cost component repayment obligations, including interest over the project

repayment period. Each Urban Contractor's proportionate share shall be the same as the percentage that the contractor's total transportation capital cost component repayment obligation is of the total of all Urban Contractors' transportation capital cost component repayment obligations.

(i) Recalculations shall be made annually through the year 1999. Beginning in the year 2000 recalculations shall be made every five years unless an Urban Contractor requests a recalculation for an interim year and does so by a request in writing delivered to the Department by January 1 of the year in which the recalculation is to take place.

(ii) The transportation capital cost component repayment obligations, for purposes of this Article 51(f), shall be based in the year of recalculation on the then most recent Department of Water Resources Bulletin 132, Table B-15, "Capital Cost Component of Transportation Charge for Each Contractor," or its equivalent, excluding any costs or entitlement associated with transfers of entitlement from Agricultural Contractors pursuant to Article 53.

(3) To reflect the relative proportion of the conservation capital cost component and the transportation capital cost component to the total of all capital cost repayment obligations, the two cost components shall be weighted as follows:

(i) The conservation capital cost component shall be weighted with a thirty percent (30%) factor. The weighting shall be accomplished by multiplying each Urban Contractor's percentage of maximum annual entitlements as calculated in subdivision (f)(1) of this article by thirty percent (30%).

(ii) The transportation capital cost component shall be weighted with a seventy percent (70%) factor. The weighting shall be accomplished by multiplying each Urban Contractor's percentage of transportation capital cost component repayment obligations as calculated in subdivision (f)(2) of this article by seventy percent (70%).

(iii) A total, weighted capital cost percentage shall be calculated for each Urban Contractor by adding the weighted conservation capital cost component percentage to their weighted transportation capital cost component percentage.

(4) The total amount of the annual charges to be reduced to Urban Contractors in each year shall be allocated among them by multiplying the total amount of annual charges to be reduced to the Urban Contractors by the total, weighted capital cost percentages for each such contractor. If the amount

of the reduction to an Urban Contractor is in excess of that contractor's payment obligation to the Department for that year, such excess shall be reallocated among the other Urban Contractors.

(5) In the case of a permanent transfer of urban entitlement, the proportionate share of annual charge reductions associated with that entitlement shall be transferred with the entitlement to the buying contractor. In the case of an entitlement transfer by either Santa Barbara County Flood Control and Water Conservation District or San Luis Obispo County Flood Control and Water Conservation District, the reductions in annual charges to that agency shall be allocated (a) on the basis of that entitlement being retained by that agency which bears Coastal Branch Phase II transportation costs, (b) on the basis of that entitlement being retained by that agency which does not bear Coastal Branch Phase II transportation costs, and (c) on the basis of the balance of that agency's entitlement which also does not bear Coastal Branch Phase II transportation costs.

(g) Apportionment of Reductions Among Agricultural Contractors

(1) Reductions in annual charges apportioned to Agricultural Contractors under subdivisions (d) and (e) of this article shall be allocated among the Agricultural Contractors pursuant to this subdivision. The amount of reduction of annual charges for each Agricultural Contractor for the years 1997 through 2001 shall be based on each Agricultural Contractor's estimated proportionate share of the total project costs, excluding the variable operation, maintenance, power and replacement components of the Delta Water Charge and the Transportation Charge and also excluding off-aqueduct power charges, to be paid by all Agricultural Contractors for the years 1997 through 2035, calculated without taking into account this article. For purposes of these calculations, Kern County Water Agency's and Dudley Ridge Water District's estimated project costs shall not include any costs associated with the 45,000 acre-feet of annual entitlement being relinquished by those contractors pursuant to subdivision (i) of Article 53. Also, for purposes of these calculations, an Agricultural Contractor's estimated project costs shall not be reduced by the transfer of any of the 130, 000 acre-feet of annual entitlements provided for in subdivisions (a) through (i) of Article 53. The proportionate shares for 1997 through 2001 shall be calculated as follows:

(i) Each Agricultural Contractor's statement of charges received on July 1, 1994, shall be the initial basis for calculating the proportionate shares for the five years 1997 through 2001.

(ii) Each Agricultural Contractor's estimated capital and minimum components of the Delta Water Charge and the Transportation Charge (excluding off-aqueduct power charges) and

Water Revenue Bond Surcharge shall be totaled for the years 1997 through 2035.

(iii) Kern County Water Agency and Dudley Ridge Water District totaled costs shall be reduced for the 45,000 acre-feet of annual entitlement being relinquished by them.

(iv) Any reductions in an Agricultural Contractor's totaled costs resulting from the transfer of any of the 130,000 acre-feet of annual entitlement shall be re-added to that contractor's costs.

(v) Each Agricultural Contractor's proportionate share shall be computed by dividing that contractor's total costs by the total costs for all Agricultural Contractors determined pursuant to subparagraphs (ii), (iii) and (iv) above.

(2) The reductions in annual charges, for 1997 through 2001, shall be calculated using the method described in subdivision (g)(1) of this article.

(3) The allocation shall be recalculated using the same method described in subdivision (g)(1) of this article every five years beginning in 2002, if any Agricultural Contractor requests such a recalculation. Any recalculation shall be based on project cost data beginning with the year that the recalculation is to become effective through 2035.

(h) Agricultural Rate Management Trust Fund

(1) Establishment. Through a trust agreement executed contemporaneously with this amendment, the State and the Agricultural Contractors that sign the Monterey Amendments shall establish the Agricultural Rate Management Trust Fund with a mutually agreed independent trustee.

(2) Separate Accounts. The trustee shall maintain within the trust fund a separate account for each Agricultural Contractor that signs the trust agreement to hold deposits made pursuant to this article.

(3) Deposits. Each Agricultural Contractor that signs the trust agreement shall deposit into such contractor's account within the trust fund, at the same time as payments would otherwise be required by this contract to be made to the State, an amount equal to the amount by which such contractor's charges under this contract have been reduced by reason of this article, until the balance in such contractor's account within the trust fund is the same percentage of \$150,000,000 as such contractor's percentage share of reductions made available to all Agricultural Contractors as specified in subdivision (g) of this article. In 2002 and every fifth year thereafter, the



Agricultural Contractors will review the maximum accumulation in the trust fund (the “Cap”) and determine whether the cap should be adjusted. However, the Cap shall not be reduced below an aggregate of \$150,000,000 for all Agricultural Contractor accounts.

(4) Trust Fund Disbursements.

(i) In any year in which the State’s allocation of water to an Agricultural Contractor by April 15th of that year is less than one-hundred percent (100%) of the contractor’s requested annual entitlement for that year, the trustee shall, to the extent there are funds in that contractor’s account, distribute to the State from such account for the benefit of that contractor an amount equal to the percentage of the total of that contractor’s statement of charges for that year, as redetermined by the State on or about May 15th of that year, for (a) the Delta Water Charge; (b) the capital cost and minimum operation, maintenance, power and replacement components of the Transportation Charge (including off-aqueduct power charges); and (c) the water system revenue bond surcharge, that is equal to the percentage of that contractor’s annual entitlement for that year that was not allocated to it by the State by April 15th of that year.

(ii) In addition to the provisions of subdivision (h)(4)(i) of this article, if on April 15 of any year any of the irrigable land within the Tulare Lake Basin Water Storage District (Tulare) is flooded, and Tulare in writing requests the trustee to do so, the trustee shall, to the extent there are funds in Tulare’s account, distribute to the State from such account for the benefit of Tulare an amount equal to the percentage of the total of Tulare’s statement of charges for that year, as redetermined by the State on or about May 15th of that year, for (a) the Delta Water Charge; (b) the capital cost and minimum components of the Transportation Charge (including off-aqueduct power charges); and (c) the water system revenue bond surcharge, that is equal to the percentage of the irrigable land within Tulare that is flooded on April 15.

(iii) Each Agricultural Contractor shall remain obligated to make payments to the State as required by other articles in this contract. Any amount to be disbursed pursuant to subdivisions (h)(4)(i) and (h)(4)(ii) shall be paid by the trustee to the State on July 1 of the year involved and shall be credited by the State toward any amounts owed by such respective Agricultural Contractor to the State as of that date. However, an Agricultural Contractor may direct the trustee to make the disbursement to that Agricultural Contractor which shall in turn make the payment to the State as required by other provisions of this contract. If the amount to be disbursed exceeds the amount owed to

the State by such contractor as of July 1, the excess shall be disbursed by the Trustee to the State at the time of and in payment of future obligations owed to the State by such contractor. Alternatively, upon the request of such contractor, all or part of the excess shall be paid by the trustee to that contractor in reimbursement of prior payments by the contractor to the State for that year.

(5) Payment of Supplemental Bills. In any year in which a supplemental bill has been submitted to an Agricultural Contractor pursuant to subdivision (c)(4) of this article, such supplemental bill shall be treated as reducing by an equal amount the obligation of such contractor for that year to make payments into the Agricultural Rate Management Trust Fund. To the extent that such contractor has already made payments to the trust fund in an amount in excess of such contractor's reduced trust fund payment obligation, such contractor may request the trustee to use the excess from the trust fund to pay the supplemental bill.

(6) Discharge of Payment Obligation. Each payment to the State by the trust fund shall discharge and satisfy the Agricultural Contractor's obligation to pay the amount of such payment to the State. No reimbursement of the trust fund by the Agricultural Contractor for such payments shall be required. However, each Agricultural Contractor shall continue to make deposits to the trust fund matching the amount of each year's reductions as provided in subdivision (d) of this article so long as the amount in that contractor's account is less than its share of the Cap.

(7) Distribution of Funds in Excess of the Cap. Whenever accumulated funds (including interest) in an Agricultural Contractor's account in the trust fund exceed that contractor's share of the Cap, or the estimated remaining payments the contractor is required to make to the State prior to the end of the project repayment period, that contractor may direct the trustee to pay such excess to the contractor.

(8) Termination of Trust Fund. At the end of the project repayment period, the Agricultural Rate Management Trust Fund shall be terminated and any balances remaining in the accounts for each of the Agricultural Contractors shall be disbursed to the respective Agricultural Contractors.

(i) Definitions. For the purposes of this article, the following definitions will apply:

(1) "Agricultural Contractor" shall mean the following agencies as they now exist or in any reorganized form:

(i) County of Kings,

- (ii) Dudley Ridge Water District,
- (iii) Empire West Side Irrigation District,
- (iv) Kern County Water Agency for 993,300 acre-feet of its entitlement,
- (v) Oak Flat Water District,
- (vi) Tulare Lake Basin Water Storage District.

(2) “Urban Contractor” shall mean every other agency having a long term water supply contract with the State as they exist as of the date of this amendment or in any reorganized form as well as Kern County Water Agency for 119,600 acre-feet of its entitlement.

(j) Except as provided in subdivisions (c)(4) and (c)(5), this article shall not be interpreted to result in any greater State authority to charge the contractors than exists under provisions of this contract other than this article.

## 52. <sup>101</sup>**KERN WATER BANK.**

(a) The State shall convey to the Kern County Water Agency (KCWA) in accordance with the terms set forth in the agreement between the State of California Department of Water Resources and Kern County Water Agency entitled “Agreement for the Exchange of the Kern Fan Element of the Kern Water Bank” (the Kern Water Bank Contract), the real and personal property described therein.

(b) Subject to the approval of KCWA, other contractors may be provided access to and use of the property conveyed to KCWA by the Kern Water Bank Contract for water storage and recovery. Fifty percent (50%) of any project water remaining in storage on December 31, 1995, from the 1990 Berrenda Mesa Demonstration Program and the La Hacienda Water Purchase Program shall be transferred to KCWA pursuant to the Kern Water Bank Contract. The remaining fifty percent (50%) of any such water (approximately 42,828.5 acre-feet) shall remain as project water and the State’s recovery of such project water shall be pursuant to the provisions of a separate recovery contract. Any other Kern Water Bank demonstration program water shall remain as project water and the State’s recovery of such water shall be pursuant to the provisions of the respective contracts for implementation of such demonstration programs.

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<sup>101</sup> Amended: Amendment No. 18

53. <sup>102</sup>**PERMANENT TRANSFERS AND REDUCTIONS OF ENTITLEMENT.**

(a) Article 41 provides that no assignment or transfer of a contract or any part thereof, rights thereunder or interest therein by a contractor shall be valid unless and until it is approved by the State and made subject to such reasonable terms and conditions as the State may impose. In accordance with State policy to assist water transfers, the State and the County of Kings, Dudley Ridge Water District (DRWD), Empire West Side Irrigation District, Kern County Water Agency (KCWA), Oak Flat Water District and Tulare Lake Basin Water Storage District (for the purposes of this article the “Agricultural Contractors”) shall, subject to the conditions set forth in this article, expeditiously execute any necessary documents and approve all contracts between willing buyers and willing sellers until permanent transfers totaling 130,000 acre-feet of annual entitlements of the Agricultural Contractors and, to the extent provided in such contracts, rights in project transportation facilities related to such annual entitlement have been made to other contractors (the “Urban Contractors”) or noncontractors in accordance with the provisions of this article. Such approval requirement shall apply to all contracts executed prior to January 1, 2011. KCWA shall be responsible for approval of such transfers for any portion of the 130,000 acre-feet not previously made available under this article by the other Agricultural Contractors. A contract between a willing buyer and a willing seller shall mean a contract between (1) a buyer which is an Urban Contractor or, to the extent provided in subdivision (e) of this article, a noncontractor and (2) a seller which is an Agricultural Contractor or a public entity which obtains project water from an Agricultural Contractor.

(b) The State shall not be obligated to approve any transfer of annual entitlements if in its judgment the transfer would impair the security of the State’s bondholders and the State may impose conditions on any transfer as necessary to make the delivery of the water operationally feasible and to assure that the transportation costs associated with the transferred entitlement are fully repaid. Transfers not approved by the State shall not be considered as part of the 130,000 acre-feet of annual entitlements provided for in this article.

(c) KCWA member units shall have 90 days to exercise a right of first refusal to purchase any annual entitlements being offered for sale to Urban Contractors by another KCWA member unit pursuant to this article, other than those annual entitlements made available to Urban Contractors by subdivision (d) of this article, by agreeing to pay the same price offered by the buyer. Any such sales to KCWA member units exercising such right of first refusal shall not be considered a part of the 130,000 acre-feet of annual entitlements provided for in this article.

(d) Any permanent transfers of annual entitlements by Agricultural Contractors to noncontractors, including transfers to KCWA urban member units or to KCWA’s Improvement District Number 4, other than transfers pursuant to

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<sup>102</sup> Amended: Amendment No. 18

subdivision (c) of this article, will be considered a part of the 130,000 acre-feet of annual entitlements provided for in this article if the Urban Contractors have been given a right of first refusal to purchase such annual entitlements as well as transportation rights in accordance with the following terms and procedure:

(1) The Agricultural Contractor shall provide the State a copy of a bona fide contract or Proposed Contract (the "Proposed Contract") and the State shall, within five working days of receipt, provide copies of such Proposed Contract to all Urban Contractors together with a Notice of Proposed Contract stating the date on or before which a Notice of Intent to Exercise a Right of First Refusal (NOI) must be delivered to both the State and the seller, which date shall be 90 days from the date the State mails the Notice of Proposed Contract.

(2) The Proposed Contract shall provide for the transfer of rights in project transportation facilities sufficient to deliver to the seller's service area in any one month eleven percent (11%) of the annual entitlement being transferred or such greater amount as the seller determines to sell; *Provided*, however, that sellers shall not be obligated to sell any transportation rights in the Coastal Aqueduct.

(3) To exercise the right of first refusal, an Urban Contractor shall deliver to the State and the seller its NOI within the time period stated in the Notice of Proposed Contract and shall proceed in good faith to try to complete the transfer to the Urban Contractor. If two or more Urban Contractors deliver NOI's to the State, the amount of annual entitlement and transportation rights being sold shall be allocated among those Urban Contractors that are prepared to perform the purchase by the Performance Date provided for herein in proportion to their maximum annual entitlements, or in another manner acceptable to the Urban Contractors delivering the NOIs. An offer by an Urban Contractor in its NOI to purchase less than the entire annual entitlement and transportation right being transferred shall not be deemed to be an effective exercise of the right of first refusal unless other Urban Contractors submit NOIs to purchase the remainder of the annual entitlement and transportation right or the noncontractor buyer agrees to purchase the remainder at the same unit price and on the same terms and conditions provided for in the Proposed Contract. The Performance Date shall be the date upon which the Urban Contractor is prepared to perform the purchase, which date shall be the later of: (1) 180 days after the delivery of the NOI or (2) the date set forth in the Proposed Contract for the noncontractor buyer to perform the purchase.

The Performance Date shall be extended at the request of the Urban Contractor if a temporary restraining order or preliminary injunction is in effect as a result of a lawsuit challenging the execution of the contract on the basis of noncompliance with the California Environmental Quality Act. Such

extensions shall continue until five days after the temporary restraining order or injunction expires or until the Urban Contractor requests it be discontinued, whichever occurs first. The Urban Contractor shall be liable for any damages suffered by the seller as a result of such extensions of the Performance Date.

(4) If the seller and the noncontractor buyer under the Proposed Contract make any substantive changes in the Proposed Contract, such changes shall constitute a new Proposed Contract that cannot be performed without compliance with all of the procedures set forth in this article.

(5) If an Urban Contractor issuing a NOI fails to complete its exercise of the Right of First Refusal by the Performance Date, the seller shall be free to sell its entitlement in substantial conformance with the terms and conditions set forth in the Proposed Contract. An Urban Contractor issuing a NOI may assign its rights to exercise a right of first refusal to another Urban Contractor and the assignee shall have the same rights as the assignor to complete the purchase by the Performance Date.

(6) In exercising the Right of First Refusal, an Urban Contractor, at its option, may either agree to perform the Proposed Contract in its entirety, including all of its terms and conditions, or agree to pay the price offered under the Proposed Contract for the annual entitlement and transportation rights without condition and without being entitled to enforce or being subject to any other provisions of the Proposed Contract.

(e) As used in this article, “price” shall mean the dollar amount of consideration provided for in the Proposed Contract.

(f) Upon the effective date of any such transfer, the seller shall be relieved of and the buyer shall become liable to the State for all prospective Delta Water Charges, the related Transportation Charges and any other charges for the annual entitlements and associated transportation rights transferred unless the seller and buyer provide otherwise in the contract for the transfer and the State approves such other provisions. However, the contractor making the sale shall remain obligated to the State to make the payments if the buyer defaults on its payments to the State related to the water transferred and is not a party to a long term water supply contract of the type contained in Department of Water Resources Bulletin Number 141. If the contractor making the sale is required to make any payments to the State as a result of the buyer’s default, the entitlement transferred to the defaulting buyer shall, if provided for in the Proposed Contract, revert back to the contractor making the sale. The buyer may also be liable for any charges imposed pursuant to subdivision (g) of this article.

(g) A contractor which is a buyer of annual entitlement pursuant to this article may receive deliveries using any portion of the capacity previously provided by the State in each reach of the project transportation facilities for such contractor

that is necessary for transporting the entitlement purchased by it on the same basis as any other entitlement provided for in its Table A in effect prior to the date of the Monterey Amendment. Such contractor may also use any transportation rights transferred to it by a seller in the same manner as the seller was entitled to use them and any unused capacity in any of the reaches specified in this paragraph so long as project operations and/or priority of service of water to other contractors participating in repayment of capital costs in such reaches is not adversely affected. The State shall not be responsible for any resulting adverse impacts upon its ability to provide such contractor peaking capacity. The capital cost and minimum, operation, maintenance, power and replacement components of the Transportation Charge allocated to a buying contractor needing transportation capacity in excess of the capacity factors on which its charges are based in any reach shall be determined prospectively based upon the increase in the buying contractor's annual entitlement resulting from the purchase, and service of water to fulfill annual entitlement to other contractors shall not be impaired. The capital cost and minimum operation, maintenance, power and replacement components of the Transportation Charges shall then be reallocated among the other entities participating in repayment of costs of that reach. For the purposes of this determination, all payments received by the State from the seller relating to the annual entitlement sold shall be deemed to have been received from the buying contractor. Any increased Transportation minimum operation, maintenance, power and replacement component charges allocated to the buying contractor pursuant to this subdivision (g) shall begin January 1 of the year following the effective date of the transfer.

(h) Individual contractors may transfer entitlements among themselves in amounts in addition to those otherwise provided for in this article. The State shall expeditiously execute any necessary documents and approve all contracts involving permanent sales of entitlements among contractors, including permanent sales among Urban Contractors. Such sales shall be subject to the provisions of subdivisions (b), (f) and (g) of this article; *Provided*, however, that for a buying contractor needing transportation capacity in excess of the capacity factors on which its charges are based in any reach, reallocation of the Transportation capital cost component charges for transfers other than (i) the 130,000 acre-feet provided for in this article and (ii) the approximate 33,000 acre-feet of transfers proposed from contractors located in Santa Barbara or San Luis Obispo counties, shall be determined both prospectively and retroactively.

(i) On January 1 following the year in which such Monterey Amendments take effect and continuing every year thereafter until the end of the project repayment period: (i) Kern County Water Agency's (KCWA) annual entitlement for agricultural use as currently designated in Table A-1 of its contract shall be decreased by 40,670 acre-feet; (ii) Dudley Ridge Water District's (DRWD) annual entitlement as currently designated in Table A of its contract shall be decreased by 4,330 acre-feet; and (iii) the State's prospective charges (including any adjustments for past costs) for the 45,000 acre-feet of annual entitlements to be relinquished by KCWA and DRWD thereafter shall be deemed to be costs of project conservation facilities and included in

the Delta Water Charge for all contractors in accordance with the provisions of Article 22. If by November 20, 1995 and each October 1 thereafter until the Monterey Amendments of both KCWA and DRWD take effect, KCWA and DRWD at their option notify the State in writing that they will relinquish up to their shares of 45,000 acre-feet of annual entitlements for the following calendar year beginning before the Monterey Amendments take effect, the State, when and if the Monterey Amendments take effect, shall adjust the charges retroactively for the acre-feet relinquished by KCWA and DRWD to January 1 of each year for which water was relinquished. The delivery points for the 45,000 acre-feet of annual entitlement to be relinquished shall be identified for the State by KCWA and DRWD to enable the State to calculate the transportation costs for the 45,000 acre-feet to be included in the Delta Water Charge.

<Article 53(j) was added by Amendment No. 19 and then moved to Article 47(d) by Amendment No. 23.>

<Article 53(l) was added by Amendment No. 20 and then moved to Article 47(d) by Amendment No. 23.>

<Article 53(m) was added by Amendment No. 21 and then moved to Article 47(f) by Amendment No. 23.>

**54. <sup>103</sup>USAGE OF LAKES CASTAIC AND PERRIS.**

(a) The State shall permit the contractors participating in repayment of the capital costs of Castaic Lake (Reach 30) and Lake Perris (Reach 28J) to withdraw water from their respective service connections in amounts in excess of deliveries approved pursuant to other provisions of the state water contracts. Each such contractor shall be permitted to withdraw up to a Maximum Allocation from the reach in which it is participating. The contractors participating in repayment of Castaic Lake may withdraw a collective Maximum Allocation up to 160,000 acre-feet pursuant to this article, which shall be apportioned among them pursuant to the respective proportionate use factors from the Department of Water Resources' Bulletin 132-94, Table B-1 upon which capital cost repayment obligations are based, as follows:

<b>Castaic Lake</b>		
<b>Participating Contractor</b>	<b>Proportionate Use Factor</b>	<b>Maximum Allocation (Acre Feet)</b>
The Metropolitan Water District of Southern California	0.96212388	153,940
Ventura County Flood Control and Water Conservation District	0.00860328	1,376
Castaic Lake Water Agency	0.02927284	4,684
<b>Total</b>	<b>1.00000000</b>	<b>160,000</b>

<sup>103</sup> Amended: Amendment No. 18



The Metropolitan Water District of Southern California, as the only contractor participating in repayment of Lake Perris, shall be allocated a Maximum Allocation at Lake Perris of 65,000 acre-feet based upon a proportionate use factor of 1.00000000.

The Maximum Allocation totals of 160,000 acre-feet and 65,000 acre-feet shall not be subject to adjustment. The individual contractor's Maximum Allocations shall be adjusted only as agreed to among the contractors desiring to adjust their Maximum Allocations. Adjustments between the contractors shall be subject to approval of the State which approval shall be given unless there are adverse impacts upon another contractor participating in the reach which are unacceptable to such contractor. The participating contractors will, in consultation with the State, cooperate with each other in an effort to promote efficient utilization of Castaic Lake, and to minimize any adverse impacts to each other, through coordination of deliveries pursuant to other provisions of the State Water Contract as well as withdrawals of allocations pursuant to this article.

(b) The State shall operate Castaic and Perris Reservoirs as transportation facilities in a manner consistent with this article. A contractor desiring to withdraw a portion or all of its Maximum Allocation shall furnish the State with a proposed delivery schedule. The proposed schedule may be submitted as part of the preliminary water delivery schedule submitted pursuant to Article 12(a)(1). Upon receipt of a schedule the State shall promptly review it to ensure that the amounts, times and rates of delivery will be consistent with the State's ability to operate the reach. The contractor may modify its proposed delivery schedule at any time, and the modified schedule shall be subject to review in the same manner. If necessary, the State may modify the schedule after consultation with the contractor and other contractors participating in repayment of that reach but may not change the total quantity of water to be withdrawn. As part of the consultation, the State shall advise a contractor if it determines a withdrawal will adversely impact the rate of delivery provided for the contractor in this contract. The State shall not be responsible for any such impacts.

(c) A contractor may withdraw all or a portion of its Maximum Allocation. It shall restore any withdrawn portion of such allocation by furnishing an equivalent amount of replacement water to the reservoir from which the water was withdrawn within five years from the year in which the withdrawal takes place. The unused portion of the allocation, in addition to any replacement water furnished to the reservoir, shall remain available for subsequent withdrawal. The State shall keep an accounting of the contractor's storage withdrawals and replacements. In any year, the State shall permit a contractor to withdraw an amount equivalent to the contractor's Maximum Allocation minus remaining replacement water requirements due to previous withdrawals. If the contractor fails to schedule and replace the withdrawn water within the five-year return period, the State shall provide the replacement water from water scheduled for delivery to the contractor in the sixth year or as soon as possible thereafter. The total amount of scheduled annual entitlement which a contractor can use in any one year for restoring its Maximum Allocation and storing

water in surface storage facilities outside of its service area pursuant to Article 56 shall be the sum of the maximum amount the contractor can add to storage that year pursuant to Article 56 and the amount of acre-feet shown in column 2 of the following table, depending on the State's final water supply allocation percentage as shown in column 1.

<b>1. Final Water Supply Allocation Percentage</b>	<b>2. Maximum Acre-Feet of Scheduled Entitlement for Restoring Maximum Allocation*</b>
50% or less	100,000
51%	98,000
52%	96,000
53%	94,000
54%	92,000
55%	90,000
56%	88,000
57%	86,000
58%	84,000
59%	82,000
60%	80,000
61%	78,000
62%	76,000
63%	74,000
64%	72,000
65%	70,000
66%	68,000
67%	66,000
68%	64,000
69%	62,000
70%	60,000
71%	58,000
72%	56,000
73%	54,000
74%	52,000
75 to 99%	50,000
100%	no limit

\* Excludes the maximum amount that can be added to storage in a year pursuant to Article 56, which may be used in addition to the amounts in this table to restore Maximum Allocation.

A contractor may use any of this total amount for replacement water but cannot use any more than that provided for in Article 56 to add to storage in project surface conservation facilities and in nonproject surface storage facilities. There shall be no limit under this article on the amount of scheduled annual entitlement a contractor can use to restore its Maximum Allocation in a year when its percentage of annual water supply allocation is one-hundred percent (100%), nor shall there be any limit under this article on the amount of interruptible water, nonproject water or water obtained through an exchange which a contractor can use to restore its Maximum Allocation.

(d) For any replacement water furnished to reservoir storage pursuant to this article, the responsible contractor shall pay the State charges for the conservation, if any, and transportation of such replacement water as are associated with the type of replacement water that is furnished, as if such water were delivered to the turnout at the reservoir to which the replacement water is furnished. Adjustments from estimated to actual costs shall be subject to provisions applicable to the type of replacement water. The State shall not charge contractors for water withdrawn pursuant to this article.

(e) The State shall operate capacity in Castaic and Perris Reservoirs, not required for purposes of Maximum Allocation deliveries, in compliance with the requirement of Article 17(b) of The Metropolitan Water District of Southern California's water supply contract with the State to maintain an amount of water reasonably sufficient to meet emergency requirements of the contractors participating in repayment of that reach. A contractor receiving water pursuant to this article accepts that the State shall not be liable for any damage, direct or indirect, arising from shortages in the amount of water to be made available from that reservoir to meet the contractor's actual emergency requirements as a result of prior storage withdrawals by that contractor pursuant to this article. Nothing in this article shall permit or require the State to adjust allocations or deliveries under Article 18.

(f) To the extent a contractor, during a calendar year, uses all or a portion of its Maximum Allocation, the State may, to the extent necessary to service project purposes, reduce that contractor's requested peaking service. Such reduction in peaking service shall only occur to the extent such usage of Maximum Allocation causes the State to be unable to provide all peaking service requested. This paragraph shall not apply to the extent the contractor requested usage of Maximum Allocation as part of the preliminary water delivery schedule submitted pursuant to Article 12(a)(1).

(g) The State may reduce water stored in Castaic Lake and Lake Perris to the extent necessary for maintenance and to respond to emergencies resulting from failure of project transportation facilities or of other supply importation facilities serving the State project service area. The State shall promptly replace water within the Maximum Allocation as soon as the need for the reduction terminates.

## 55. <sup>104</sup>TRANSPORTATION OF NONPROJECT WATER.

(a) Subject to the delivery priorities in Article 12(f), contractors shall have the right to receive services from any of the project transportation facilities to transport water procured by them from nonproject sources for delivery to their service areas and to interim storage outside their service areas for later transport and delivery to their service areas: *Provided*, that except to the extent such limitation in

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<sup>104</sup> Amended: Amendment No. 18

Section 12931 of the Water Code be changed, a contractor shall not use the project transportation facilities under this option to transport water the right to which was secured by the contractor through eminent domain unless such use be approved by the Legislature by concurrent resolution with the majority of the members elected to each house voting in favor thereof.

(b) For any nonproject water delivered pursuant to this article, contractors shall pay the State the same (including adjustments) for power resources (including on-aqueduct, off-aqueduct, and any other power) incurred in the conservation and transportation of such water as if such nonproject water were entitlement water, as well as all incremental operation, maintenance, and replacement costs, and any other incremental costs, which may include an administrative or contract preparation charge, all as determined by the State. Incremental costs shall mean those nonpower costs which would not be incurred if nonproject water were not scheduled for or delivered to contractors. Only those contractors not participating in the repayment of a reach shall be required to pay a use of facilities charge for the delivery of nonproject water from or through that reach. Costs for transporting water placed into interim storage shall be paid in the same manner provided for in subdivision (c)(6) of Article 56.

(c) The amounts, times and rates of delivery of nonproject water shall be provided for pursuant to a water delivery schedule to be issued in the same manner as provided for in Article 12. The costs specified in this article shall be paid for at the same time the corresponding project water costs are paid.

**56. <sup>105</sup>USE, STORAGE AND SALE OF PROJECT WATER OUTSIDE OF SERVICE AREA AND STORAGE OF WATER IN PROJECT SURFACE CONSERVATION FACILITIES.**

(a) State Consent to Use of Project Water Outside of Service Area

Notwithstanding the provisions of Article 15(a), the State hereby consents to the District storing project water outside its service area for later use within its service area in accordance with the provisions of subdivision (c) of this article and to the District selling project water for use outside its service area in accordance with the provisions of subdivision (d) of this article.

(b) Groundwater Storage Programs

The District shall cooperate with other contractors in the development and establishment of groundwater storage programs.

(c) Storage of Project Water Outside of Service Area

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<sup>105</sup> Amended: Amendment No. 18

(1) A contractor may elect to store project water outside its service area for later use within its service area, up to the limits and in accordance with the provisions provided for in this subdivision (c) and any applicable water right laws, by setting forth on the preliminary water delivery schedule submitted to the State on or before October 1 of each year pursuant to Article 12(a) the quantity of project water it wishes to store in the next succeeding year. There shall be no limit on the amount of project water a contractor can store outside its service area during any year in a then existing and operational groundwater storage program. The amount of project water a contractor can add to storage in project surface conservation facilities and in nonproject surface storage facilities located outside the contractor's service area each year shall be limited to the lesser of the percent of the contractor's Table A annual entitlement shown in column 2 or the acre-feet shown in column 3 of the following table, depending on the State's final water supply allocation percentage as shown in column 1. However, there shall be no limit to storage in nonproject facilities in a year in which the State's final water supply allocation percentage is one hundred percent. These limits shall not apply to water stored pursuant to Article 12(e).

<b>1. Final Water Supply Allocation Percentage</b>	<b>2. Maximum Percent of District's Annual Entitlement That Can be Stored</b>	<b>3. Maximum Acre-Feet That Can be Stored</b>
50% or less	25%	100,000
51%	26%	104,000
52%	27%	108,000
53%	28%	112,000
54%	29%	116,000
55%	30%	120,000
56%	31%	124,000
57%	32%	128,000
58%	33%	132,000
59%	34%	136,000
60%	35%	140,000
61%	36%	144,000
62%	37%	148,000
63%	38%	152,000
64%	39%	156,000
65%	40%	160,000
66%	41%	164,000
67%	42%	168,000
68%	43%	172,000
69%	44%	176,000
70%	45%	180,000
71%	46%	184,000
72%	47%	188,000
73%	48%	192,000
74%	49%	196,000
75% or more	50%	200,000

(2) Storage capacity in project surface conservation facilities at any time in excess of that needed for project operations shall be made available to requesting contractors for storage of project and nonproject water. If such storage requests exceed the available storage capacity, the available capacity shall be allocated among contractors requesting storage in proportion to their annual entitlements designated in their Table A's for that year. A contractor may store water in excess of its allocated share of capacity as long as capacity is available for such storage.

(3) If the State determines that a reallocation of excess storage capacity is needed as a result of project operations or because of the exercise of a contractor's storage right, the available capacity shall be reallocated among contractors requesting storage in proportion to their annual entitlements designated in their Table A's for that year. If such reallocation results in the need to displace water from the storage balance for any contractor or noncontractor, the water to be displaced shall be displaced in the following order of priority:

First, water, if any, stored for noncontractors.

Second, water stored for a contractor that previously was in excess of that contractor's allocation of storage capacity.

Third, water stored for a contractor that previously was within that contractor's allocated storage capacity.

The State shall give as much notice as feasible of a potential displacement.

(4) Any contractor electing to store project water outside its service area pursuant to this subdivision may not sell project water under the provisions of subdivision (d) of this article during the year in which it elected to store project water. This limitation shall not apply to replacement water furnished to Castaic and Perris Reservoirs pursuant to Article 54, nor to the storage of water introduced into a groundwater basin outside a contractor's service area if recovery is intended to occur within that contractor's service area.

(5) The restrictions on storage of project water outside a contractor's service area provided for in this subdivision (c), shall not apply to storage in any project offstream storage facilities constructed south of the Delta after the date of this amendment.

(6) For any project water stored outside its service area pursuant to this subdivision (c), a contractor shall pay the State the same (including

adjustments) for power resources (including on-aqueduct, off-aqueduct, and any other power) incurred in the transportation of such water as the contractor pays for the transportation of annual entitlement to the reach of the project transportation facility from which the water is delivered to storage. If annual entitlement is stored, the Delta Water Charge shall be charged only in the year of delivery to interim storage. For any stored water returned to a project transportation facility for final delivery to its service area, the contractor shall pay the State the same for power resources (including on-aqueduct, off-aqueduct, and any other power) incurred in the transportation of such water calculated from the point of return to the aqueduct to the turn-out in the contractor's service-area. In addition, the contractor shall pay all incremental operation, maintenance, and replacement costs, and any other incremental costs, as determined by the State, which shall not include any administrative or contract preparation charge. Incremental costs shall mean those nonpower costs which would not be incurred if such water were scheduled for or delivered to the contractor's service area instead of to interim storage outside the service area. Only those contractors not participating in the repayment of a reach shall be required to pay a use of facilities charge for use of a reach for the delivery of water to, or return of water from, interim storage.

(7) A contractor electing to store project water in a nonproject facility within the service area of another contractor shall execute a contract with that other contractor prior to storing such water which shall be in conformity with this article and will include at least provisions concerning the point of delivery and the time and method for transporting such water.

(d) Sale of Project Water For Use Outside Service Area

(1) If in any year a contractor has been allocated annual entitlement that it will not use within its service area, the contractor has not elected to store project water in accordance with the provisions of subdivision (c) of this article during that year, and the contractor has not elected to carry over entitlement water from the prior year pursuant to the provisions of Article 12(e), the contractor may sell such annual entitlement for use outside its service area in accordance with the following provisions.

(2) Each year the State shall establish an annual entitlement water pool (the Pool) for contractors wishing to sell or buy project water pursuant to the provisions of this subdivision. The Pool shall constitute the exclusive means of selling portions of annual entitlements not desired by contractors that year. Contractors willing to sell to or buy water from the Pool shall notify the State in writing of their desire to do so indicating the quantity to be sold or purchased. Contractors shall have the first priority to purchase all water placed in the Pool. The State may purchase any water remaining in the Pool not purchased by contractors at the same price available to contractors

and use such water for the purpose of providing additional carryover storage for contractors: *Provided*, that the State shall consult with the contractors prior to making any such purchases.

(3) Each year, the price per acre-foot to be paid by the State to contractors selling water placed in the Pool on or before February 15 that is purchased by a contractor requesting such purchase by March 1 or by the State on March 1 shall be equal to fifty percent (50%) of the Delta water rate as of that date. The price per acre-foot to be paid to the State for the purchase of water from the Pool by a contractor placing a request for such purchase on or before March 1 shall be equal to fifty percent (50%) of the Delta water rate as of that date. Any water placed in the Pool on or before February 15 that is not purchased by contractors or the State by March 1 may be withdrawn from the Pool by the selling contractor.

(4) Each year the price per acre-foot to be paid by the State to contractors selling water remaining in the Pool or placed in the Pool after February 15, but on or before March 15 that is purchased by a contractor requesting such purchase by April 1 or by the State on April 1 shall be equal to twenty-five percent (25%) of the Delta water rate as of that date. The price per acre-foot to be paid to the State for the purchase of water from the Pool by a contractor placing a request for such purchase between March 2 and April 1 shall be equal to twenty-five percent (25%) of the Delta water rate as of the later date. Any water placed in the Pool on or before March 15 that is not purchased by a contractor or the State by April 1 may be withdrawn from the Pool by the selling contractor.

(5) If there are more requests from contractors to purchase water from the Pool than the amount in the Pool, the water in the Pool shall be allocated among those contractors requesting such water in proportion to their annual entitlements for that year up to the amount of their requests. If requests to purchase water from the Pool total less than the amount of water in the Pool, the sale of Pool water shall be allocated among the contractors selling such water in proportion to their respective amounts of water in the Pool.

(6) Any water remaining in the Pool after April 1 that is not withdrawn by the selling contractor shall be offered by the State to contractors and noncontractors and sold to the highest bidder: *Provided*, that if the highest bidder is a noncontractor, all contractors shall be allowed fifteen days to exercise a right of first refusal to purchase such water at the price offered by the noncontractor. The price to be paid to the selling contractor shall be the amount paid by the buyer exclusive of the amount to be paid by the buyer to the State pursuant to subdivision (d)(7) of this article.



(7) For any water delivered from the Pool to contractors, the buyer shall pay the State the same for power resources (including on-aqueduct, off-aqueduct, and any other power) incurred in the transportation of such water as if such water were entitlement water, as well as all incremental operation, maintenance, and replacement costs, and any other incremental costs, as determined by the State, which shall not include any administrative or contract preparation charge. Incremental costs shall mean those nonpower costs which would not be incurred if such water were not scheduled for or delivered to the buyer. Only those buyers not participating in the repayment of a reach shall be required to pay any use of facilities charge for the delivery of such water from or through the reach. Adjustments from estimated to actual costs shall be computed by the State pursuant to these provisions and shall be paid by the buyer or credited to the buyer at the times and interest rates described in Article 28(c).

(e) Continuance of Article 12(e) Carry-over Provisions

The provisions of this article are in addition to the provisions of Article 12(e), and nothing in this article shall be construed to modify or amend the provisions of Article 12(e). Any contractor electing to sell project water during any year in accordance with the provisions of subdivision (d) of this article, shall not be precluded from using the provisions of Article 12(e) for carrying over water from the last three months of that year into the first three months of the succeeding year.

(f) Bona Fide Exchanges Permitted

Nothing in this article shall be deemed to prevent the District from entering into bona fide exchanges of project water for use outside the District's service area with other parties for project water or nonproject water if the State consents to the use of the project water outside the District's service area. Also, nothing in this article shall be deemed to prevent the District from continuing those exchange or sale arrangements entered into prior to September 1, 1995, which had previously received any required State approvals. A "bona fide exchange" shall mean an exchange of water involving a contractor and another party where the primary consideration for one party furnishing water to another is the return of a substantially similar amount of water, after giving due consideration to the timing or other nonfinancial conditions of the return. Reasonable payment for costs incurred in effectuating the exchange and reasonable deductions from water delivered, based on expected storage or transportation losses may be made. A "bona fide exchange" shall not include a transfer of water from one contractor to another party involving a significant payment unrelated to costs incurred in effectuating the exchange. The State, in consultation with the contractors, shall have authority to determine whether transfers of water constitute "bona fide exchanges" within the meaning of this paragraph and not disguised sales.

(g) Other Transfers

Nothing in this article shall be deemed to modify or amend the provisions of Article 15(a), or Article 41, except as expressly provided for in subdivisions (c) and (d) of this article.

<sup>106</sup>All balances of wet weather and Article 12(d) water otherwise available to any contractor executing the Monterey Amendment shall be eliminated as of the effective date of such amendment and no new balances for such water shall be established.

<sup>107</sup>Effective Dates and Phase-in.

(a) No Monterey Amendment to any contractor's water supply contract shall take effect unless and until both of the following have occurred (1) the Monterey Amendments to both the Kern County Water Agency's and The Metropolitan Water District of Southern California's contracts have been executed and no legal challenge has been filed within sixty days of such execution or, if filed, a final judgment of a court of competent jurisdiction has been entered sustaining or validating said amendments; and (2) the State has conveyed the property which constitutes the Kern Fan Element of the Kern Water Bank to Kern County Water Agency pursuant to the Kern Water Bank Contract provided for in Article 52 either on or before October 1, 1996 or, if the conveyance on such date has been prevented by an interim court order, within ninety days after such court order has become ineffective so long as said ninety days expires not later than January 1, 2000. The October 1, 1996 date and the January 1, 2000 date may be extended by unanimous agreement of the State, Kern County Water Agency and The Metropolitan Water District of Southern California.

(b) The State shall administer the water supply contracts of any contractors that do not execute the Monterey Amendment so that such contractors are not affected adversely or to the extent feasible beneficially by the Monterey Amendments of other contractors' water supply contracts.

(c) If a court of competent jurisdiction issues a final judgment or order determining that any part of a contractor's Monterey Amendment is invalid or unenforceable, all provisions of that amendment shall be of no force or effect as to such contractor, except as provided in subdivisions (e) and (f) of this paragraph.

(d) If any part of the Monterey Amendment of the Kern County Water Agency's or The Metropolitan Water District of Southern California's contracts or if the conveyance of the Kern Fan Element of the Kern Water Bank to the Kern County Water Agency provided for in Article 52 is determined by a court of competent jurisdiction in a final judgment or order to be invalid or unenforceable, the Monterey

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<sup>106</sup> Amended: Amendment No. 18

<sup>107</sup> Amended: Amendment No. 18

Amendments of all contractors and the Kern Water Bank Contract shall be of no force and effect except as provided in subdivisions (e) and (f) of this paragraph.

(e) Notwithstanding subdivisions (c), (d) and (f) of this paragraph, if any part of the Monterey Amendment of the Kern County Water Agency's or The Metropolitan Water District of Southern California's contract is determined by a court of competent jurisdiction in a final judgment or order to be invalid or unenforceable, and if Articles 52 and 53(i) have been implemented (i.e., the property which constitutes the Kern Fan Element of the Kern Water Bank has been conveyed by the State and the 45,000 acre-feet of annual entitlements have been relinquished to the State), the implementation of the relinquishment shall not be reversed unless the implementation of the conveyance is also reversed, and conversely, implementation of the conveyance shall not be reversed unless implementation of the relinquishment is also reversed. Nothing in this subdivision shall affect any party's right to seek additional damages, compensation or any other remedy available at law or in equity.

(f) The total invalidity or unenforceability of one contractor's Monterey Amendment as provided for in subdivision (c) of this paragraph or of all contractor's Monterey Amendments as provided for in subdivision (d) of this paragraph or of the Kern Water Bank Contract as provided for in subdivision (d) of this paragraph may be avoided only if such invalidity or unenforceability is explicitly waived in writing signed by the State, Kern County Water Agency and The Metropolitan Water District of Southern California. In cases arising under subdivision (c) or (d), the affected contractor whose Monterey Amendment has been determined to be partially invalid or unenforceable must first request the waiver.

57. <sup>108</sup> **Article 57 Is Intentionally Left Blank for Future Use.**

58. <sup>109</sup> **DETERMINATION OF DEPENDABLE ANNUAL SUPPLY OF PROJECT WATER TO BE MADE AVAILABLE BY EXISTING PROJECT FACILITIES.**

In order to provide current information regarding the delivery capability of existing project conservation facilities, commencing in 2003 and every two years thereafter the State shall prepare and mail a report to all contractors, and all California city, county, and regional planning departments and agencies within the contractors' project service areas. This report will set forth, under a range of hydrologic conditions, estimates of overall delivery capability of the existing project facilities and of supply availability to each contractor in accordance with other provisions of the contractors' contracts. The range of hydrologic conditions shall include the delivery capability in the driest year of record, the average over the historic extended dry cycle and the average over the long-term. The biennial report will also include,

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<sup>108</sup> Amended: Amendment No. 22

<sup>109</sup> Amended: Amendment No. 22

for each of the ten years immediately preceding the report, the total amount of project water delivered to all contractors and the amount of project water delivered to each contractor.

<sup>110</sup>Except for Article 58, the changes made by this amendment are solely for clarification purposes, and are not intended to nor do they in any way change the rights, obligations or limitations on liability of the State or the District established by or set forth in the contract, and this amendment shall be interpreted in accordance with this intent.

<sup>111</sup>At the time of execution of this Agreement and thereafter, the effectiveness of this Amendment is dependent upon the effectiveness of the District's Monterey Amendment (all provisions therein) and the Kern Fan Element Transaction.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the date first above written.

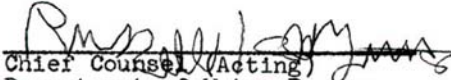
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<sup>110</sup> Amended: Amendment No. 22

<sup>111</sup> Amended: Amendment No. 22

Approved as to legal form  
and sufficiency:

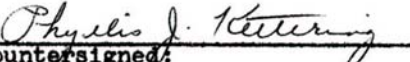
STATE OF CALIFORNIA  
DEPARTMENT OF WATER RESOURCES

  
Chief Counsel (Acting)  
Department of Water Resources


By   
Acting Director

ALAMEDA COUNTY WATER DISTRICT

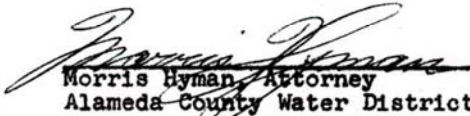
By   
Manuel J. Bernardo, President

  
Countersigned:  
Phyllis J. Kettering, Secretary

APPROVED AS TO TERMS  
AND CONDITIONS:

  
M. P. Whitfield, General  
Manager and Chief Engineer  
Alameda County Water District

APPROVED AS TO FORM:

  
Morris Hyman, Attorney  
Alameda County Water District

# APPENDIX A

## TABLE A

AS SHOWN IN THE CONTRACT  
BETWEEN  
THE STATE OF CALIFORNIA  
THE DEPARTMENT OF WATER RESOURCES AND  
ALAMEDA COUNTY FLOOD CONTROL AND WATER  
CONSERVATION DISTRICT, ZONE 7  
AND  
AMENDMENTS NO. 1, 4, 19, 20, 21, 22, 23, AND 25

**TABLE A**  
**ANNUAL AMOUNTS OF WATER TO BE**  
**MADE AVAILABLE FOR DELIVERY TO ZONE 7 OF ALAMEDA COUNTY FLOOD CONTROL**  
**AND WATER CONSERVATION DISTRICT**

<As shown in the original Contract>

Year	Total Annual Amount In Acre-feet
1	1,000
2	2,500
3	4,000
4	4,500
5	5,000
6	6,200
7	7,500
8	8,800
9	10,000
10	11,200
11	12,400
12	13,600
13	14,800
15	17,200
16	18,400
17	19,600
18	20,800
19	22,000
20	23,000
21	24,000
22	25,000
23	26,000
24	27,000
25	28,000
26	29,000
27	30,000
28	31,000
29	32,000
30	34,000
31	36,000
32	38,000
33	40,000
And each succeeding year thereafter, for the term of this contract:	40,000

**TABLE A**  
**ANNUAL AMOUNTS OF WATER TO BE**  
**MADE AVAILABLE FOR DELIVERY TO ZONE 7 OF**  
**ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**

**<As shown in Amendment No. 1>**

<b>Year</b>	<b>Total Annual Amount In Acre-feet</b>
1	490
2	1,730
3	2,000
4	3,200
5	3,600
6	4,000
7	7,500
8	8,800
9	10,000
10	11,200
11	12,400
12	13,600
13	14,800
14	16,000
15	17,200
16	18,400
17	19,600
18	20,800
19	22,000
20	23,000
21	24,000
22	25,000
23	26,000
24	27,000
25	28,000
26	29,000
27	30,000
28	31,000
29	32,000
30	34,000
31	36,000
32	38,000
33	40,000
34	42,000
35	44,000
36	46,000
And each succeeding year thereafter, for the term of this contract:	46,000



**TABLE A**  
**ANNUAL AMOUNTS OF WATER TO BE**  
**MADE AVAILABLE FOR DELIVERY TO ZONE 7 OF**  
**ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**

**<As shown in Amendment No. 4>**

<b>Year</b>	<b>Total Annual Amount In Acre-feet</b>
1968	6,900
69	8,200
1970	10,000
71	11,200
72	12,400
73	13,600
74	14,800
75	16,000
76	17,200
77	18,400
78	19,600
79	20,800
1980	22,000
81	23,000
82	24,000
83	25,000
84	26,000
85	27,000
86	28,000
87	29,000
88	30,000
89	31,000
1990	32,000
91	34,000
92	36,000
93	38,000
94	40,000
95	42,000
96	44,000
1997	46,000
And each succeeding year thereafter, for the term of this contract:	46,000

**EXHIBIT A  
TABLE A  
ANNUAL ENTITLEMENTS  
ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, ZONE 7**

**<As shown in Amendment No. 19>**

<b>Year</b>	<b>Old (Per Am #4, Nov. 26, 1968) Total Annual Amount In Acre-Feet</b>	<b>New Total Annual Amount In Acre-feet</b>
1 (1968)	6,900	6,900
2 (1969)	8,200	8,200
3 (1970)	10,000	10,000
4 (1971)	11,200	11,200
5 (1972)	12,400	12,400
6 (1973)	13,600	13,600
7 (1974)	14,800	14,800
8 (1975)	16,000	16,000
9 (1976)	17,200	17,200
10 (1977)	18,400	18,400
11 (1978)	19,600	19,600
12 (1979)	20,800	20,800
13 (1980)	22,000	22,000
14 (1981)	23,000	23,000
15 (1982)	24,000	24,000
16 (1983)	25,000	25,000
17 (1984)	26,000	26,000
18 (1985)	27,000	27,000
19 (1986)	28,000	28,000
20 (1987)	29,000	29,000
21 (1988)	30,000	30,000
22 (1989)	31,000	31,000
23 (1990)	32,000	32,000
24 (1991)	34,000	34,000
25 (1992)	36,000	36,000
26 (1993)	38,000	38,000
27 (1994)	40,000	40,000
28 (1995)	42,000	42,000
29 (1996)	44,000	44,000
30 (1997)	46,000	46,000
31 (1998)	46,000	46,000
32 (1999)	46,000	46,000
<del>33 (2000)</del>	<del>46,000</del>	<del>46,000</del>
33 (2000)	46,000	53,000
And each		
succeeding year		<del>46,000</del>
thereafter, for the		53,000
term of this contract:		

**TABLE A  
ANNUAL ENTITLEMENTS  
ALAMEDA COUNTY FLOOD CONTROL AND WATER  
CONSERVATION DISTRICT, ZONE 7  
(acre-feet)**

**<As shown in Amendment No. 20>**

<b>Year</b>	<b>&lt;Total Annual Amount In Acre-feet&gt;</b>
1 (1968)	6,900
2 (1969)	8,200
3 (1970)	10,000
4 (1971)	11,200
5 (1972)	12,400
6 (1973)	13,600
7 (1974)	14,800
8 (1975)	16,000
9 (1976)	17,200
10 (1977)	18,400
11 (1978)	19,600
12 (1979)	20,800
13 (1980)	22,000
14 (1981)	23,000
15 (1982)	24,000
16 (1983)	25,000
17 (1984)	26,000
18 (1985)	27,000
19 (1986)	28,000
20 (1987)	29,000
21 (1988)	30,000
22 (1989)	31,000
23 (1990)	32,000
24 (1991)	34,000
25 (1992)	36,000
26 (1993)	38,000
27 (1994)	40,000
28 (1995)	42,000
29 (1996)	44,000
30 (1997)	46,000
31 (1998)	46,000
32 (1999)	46,000
<del>33 (2000)</del>	<del>53,000</del>
34 (2000)	68,000
And each succeeding year thereafter, for the term of this contract:	<del>53,000</del> 68,000

This Amendment is contingent upon the effectiveness of Water supply Contract Amendment No. 31, between the State and KCWA. If either amendment ceases to be effective, the State may identify the date on which the contract amendments shall be deemed

inoperative, for the purpose of assuring timely repayment of contract obligations and orderly administration of the long-term water supply contracts.

The Agency <District> agrees to indemnify, defend, and hold harmless the State and any of its officers, agents, or employees from any liability, expenses, defense costs, attorney fees, claims, actions, liens and lawsuits of any kind arising from or related to this Amendment and associated agreements.

The State has entered into this Amendment to resolve a contractual dispute with the Agency <District>. The Amendment is designed to address the unique historical situation described (in part) in the recitals. The State does not intend this Amendment to establish a policy precedent of any kind.

This Amendment is permitted by the terms of the contract, and except as amended herein, the provisions of the contract will remain in full force and effect.

**TABLE A  
ANNUAL ENTITLEMENTS  
ALAMEDA COUNTY FLOOD CONTROL AND WATER  
CONSERVATION DISTRICT, ZONE 7  
(Acre-feet)**

**<As shown in Amendment No. 21>**

<b>Year</b>	<b>Total Annual Amount In Acre-feet</b>
1 (1968)	6,900
2 (1969)	8,200
3 (1970)	10,000
4 (1971)	11,200
5 (1972)	12,400
6 (1973)	13,600
7 (1974)	14,800
8 (1975)	16,000
9 (1976)	17,200
10 (1977)	18,400
11 (1978)	19,600
12 (1979)	20,800
13 (1980)	22,000
14 (1981)	23,000
15 (1982)	24,000
16 (1983)	25,000
17 (1984)	26,000
18 (1985)	27,000
19 (1986)	28,000
20 (1987)	29,000
21 (1988)	30,000
22 (1989)	31,000
23 (1990)	32,000
24 (1991)	34,000
25 (1992)	36,000
26 (1993)	38,000
27 (1994)	40,000
28 (1995)	42,000
29 (1996)	44,000
30 (1997)	46,000
31 (1998)	46,000
32 (1999)	46,000
33 (2000)	68,000
<del>34 (2001)</del>	<del>68,000</del>
<b>34 (2001)</b>	<b>78,000</b>
And each succeeding year thereafter, for the term of this contract:	<del>68,000</del> <b>78,000</b>

This Amendment is contingent upon the effectiveness of Water Supply Contract Amendment No. 32, between the State and KCWA. If either amendment ceases to be effective for any reason, including but not limited to any court order or judgment entered in

*Planning and Conservation League v. DWR & CCWA*, Agency <District> agrees that the State may in its discretion and consistent with the law then in effect as determined by the State, after meeting and conferring with Agency <District>, identify the date on which the contract amendments shall be deemed inoperative, for the purpose of assuring timely repayment of contract obligations and orderly administration of the long-term water supply contracts.

The Agency <District> agrees to indemnify, defend, and hold harmless the State and any of its officers, agents, or employees from any liability, expenses, defense costs, attorney fees, claims, actions, liens and lawsuits of any kind arising from or related to this Amendment and associated agreements.

This Amendment <No. 21> is permitted by the terms of the contract, and except as amended herein, the provisions of the contract will remain in full force and effect, including but not limited to the special provisions relating to Lake Del Valle contained in Amendment 20.

**TABLE A**  
**ANNUAL AMOUNTS OF WATER TO BE MADE AVAILABLE FOR DELIVERY TO**  
**ALAMEDA COUNTY FLOOD CONTROL AND WATER**  
**CONSERVATION DISTRICT, ZONE 7**  
**(Acre-feet)**

**<As shown in Amendment No. 22>**

Year	Total Annual Amount In Acre-feet
1968	6,900
1969	8,200
1970	10,000
1971	11,200
1972	12,400
1973	13,600
1974	14,800
1975	16,000
1976	17,200
1977	18,400
1978	19,600
1979	20,800
1980	22,000
1981	23,000
1982	24,000
1983	25,000
1984	26,000
1985	27,000
1986	28,000
1987	29,000
1988	30,000
1989	31,000
1990	32,000
1991	34,000
1992	36,000
1993	38,000
1994	40,000
1995	42,000
1996	44,000
1997	46,000
1998	46,000
1999	46,000
2000	68,000
2001	78,000
and each succeeding year thereafter, for the term of this contract:	78,000

In any year, the amounts designated in this Table A shall not be interpreted to mean that the State is able to deliver those amounts in all years. Article 58 describes the State's process for providing current information for project delivery capability.

Except for Article 58, the changes made by this amendment are solely for clarification purposes, and are not intended to nor do they in any way change the rights, obligations or limitations on liability of the State or the District established by or set forth in the contract, and this amendment shall be interpreted in accordance with this intent.

At the time of execution of this Agreement and thereafter, the effectiveness of this Amendment is dependent upon the effectiveness of the District's Monterey Amendment (all provisions therein) and the Kern Fan Element Transaction.



**TABLE A  
ANNUAL AMOUNTS  
ALAMEDA COUNTY FLOOD CONTROL AND WATER  
CONSERVATION DISTRICT, ZONE 7**

**<As shown in Amendment No. 23>**

<b>Year</b>	<b>Total Annual Amount In Acre-feet</b>
1 (1968)	6,900
2 (1969)	8,200
3 (1970)	10,000
4 (1971)	11,200
5 (1972)	12,400
6 (1973)	13,600
7 (1974)	14,800
8 (1975)	16,000
9 (1976)	17,200
10 (1977)	18,400
11 (1978)	19,600
12 (1979)	20,800
13 (1980)	22,000
14 (1981)	23,000
15 (1982)	24,000
16 (1983)	25,000
17 (1984)	26,000
18 (1985)	27,000
19 (1986)	28,000
20 (1987)	29,000
21 (1988)	30,000
22 (1989)	31,000
23 (1990)	32,000
24 (1991)	34,000
25 (1992)	36,000
26 (1993)	38,000
27 (1994)	40,000
28 (1995)	42,000
29 (1996)	44,000
30 (1997)	46,000
31 (1998)	46,000
32 (1999)	46,000
33 (2000)	68,000
34 (2001)	78,000
35 (2002)	78,000
<del>36 (2003)</del>	<del>78,000</del>
<b>36 (2003)</b>	<b>78,400</b>
And each succeeding year thereafter, for the term of this contract:	<del>78,000</del> <b>78,400</b>

This Amendment is contingent upon the effectiveness of Water Supply Contract Amendment No. 29 between the State and Tulare. If either amendment ceases to be effective for any reason, the Agency <District> agrees that the State may, at its discretion and

consistent with the law then in effect as determined by the State, and after meeting and conferring with the Agency <District>, identify the date on which this Amendment shall be deemed inoperative, for the purpose of assuring timely repayment of contract obligations and orderly administration of the long-term Water Supply Contracts.

This Amendment shall not be used as a precedent.

The Agency <District> agrees to indemnify, defend, and hold harmless the State and any of its officers, agents, or employees from any liability, expenses, defense costs, attorney fees, claims, actions, liens and lawsuits of any kind arising from or related to this Amendment <No. 23> and associated agreements.

Except as amended herein, the provisions of the Water Supply Contract, including but not limited to Articles 12(b), 12(c), and 18(f), will remain in full force and effect.

The Agency <District> agrees not to assert any rights based on the special contract provision in Article 45(e) of Tulare's Water Supply Contract, which is entitled "Adjustment of Annual Entitlements."

**TABLE A**  
**ANNUAL AMOUNTS OF WATER FOR DELIVERY TO**  
**ALAMEDA COUNTY FLOOD CONTROL AND WATER**  
**CONSERVATION DISTRICT, ZONE 7**

**<As shown in Amendment No. 25>**

<b>Year</b>	<b>Total Annual Amount In Acre-feet</b>
1 (1968)	6,900
2 (1969)	8,200
3 (1970)	10,000
4 (1971)	11,200
5 (1972)	12,400
6 (1973)	13,600
7 (1974)	14,800
8 (1975)	16,000
9 (1976)	17,200
10 (1977)	18,400
11 (1978)	19,600
12 (1979)	20,800
13 (1980)	22,000
14 (1981)	23,000
15 (1982)	24,000
16 (1983)	25,000
17 (1984)	26,000
18 (1985)	27,000
19 (1986)	28,000
20 (1987)	29,000
21 (1988)	30,000
22 (1989)	31,000
23 (1990)	32,000
24 (1991)	34,000
25 (1992)	36,000
26 (1993)	38,000
27 (1994)	40,000
28 (1995)	42,000
29 (1996)	44,000
30 (1997)	46,000
31 (1998)	46,000
32 (1999)	46,000
33 (2000)	68,000
34 (2001)	78,000
35 (2002)	78,000
36 (2003)	78,400
<del>37 (2004)</del>	<del>78,400</del>
<b>37 (2004)</b>	<b>80,619</b>
And each succeeding year thereafter, for the term of this contract:	<b>80,619</b>

This Amendment <No. 25> is contingent upon the effectiveness of Water Supply Contract Amendment No. 36 between the State and KCWA. If either amendment ceases to be effective for any reason, the Agency <District> agrees that the State may, in its discretion and consistent with the law then in effect as determined by the State, and after meeting and conferring with the Agency <District>, identify the date on which this contract Amendment shall be deemed inoperative, for the purpose of assuring timely repayment of contract obligations and orderly administration of the long-term Water Supply Contracts.

DWR agrees to consider the applicability of Article 53(a) to this transfer on or before January 1, 2011.

The Agency <District> agrees to indemnify, defend, and hold harmless the State and any of its officers, agents, or employees from any liability, expenses, defense costs, attorney fees, claims, actions, liens and lawsuits of any kind arising from or related to this Amendment and associated agreements.

This Amendment <No. 25> is permitted by the terms of the contract, and except as amended herein, the provisions of the contract will remain in full force and effect.

This amendment shall not be used as precedent.



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## WP5.1

Joined report on historical development of cross-border drinking water supply systems

## ANNEX 4

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## List of all collected Annexes form all project partners:

No.	PP	Title of document	Publish
1	LB	2001_agreement_on_exchange_drinkable_water	*
2	LB	2002_annex	*
1	FB1	2009_IlSistemaqDegliAcquedittiInItalia	*
2	FB1	2014_WSS_in_Veneto_Region	*
3	FB1	2014_DescriptionOfVeritas	*
4	FB1	2014_GestoriDelServizioldricoIntegrato	*
5	FB1	Il prezzo medio di vendita ed il suo andamento nel tempo	
6	FB1	Il grafico del costo della bolletta	
7	FB1	METODO TARIFFARIO IDRICO	
8	FB1	L'AUTORITÀ PER L'ENERGIA ELETTRICA IL GAS ED IL SISTEMA IDRICO	
9	FB1	COSTO DELLA BOLLETTA	
10	FB1	GRAFICI TARIFFE E COSTO DELLE BOLLETTE 2011	
1	FB2	2007_Accordo_Multiservizi_Scrittura_privata	*
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26	FB4	uradni list - ratifikacija sporazuma	
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28	FB4	določba organa za električno in plin	
29	FB4	določba organa za električno in plin	
30	FB4	izračun rast cen vode	
31	FB4	urne postavke gradbenih podjetij v ital.	
32	FB4	stroški elektrike	
33	FB4	urna postavka gradbenih delavcev	
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1	FB10	Republic permission to use accumulation Celijske as Regional water source (language: Serbo-Croatian).	*
2	FB10	Contract regarding delivering water from RWSS Krusevac - Cicevac Muns (language: Serbian).	*
3	FB10	Contract regarding delivering water from RWSS Krusevac - Aleksandrovac Muns	*



		(language: Serbian).	
4	FB10	Contract regarding delivering water from RWSS Krusevac - Stopanja_Trstenik Muns (language: Serbian).	*
5	FB10	Contract regarding delivering water from RWSS Krusevac - Varvarin Muns (language: Serbian).	*
6	FB10	1987_SamoupravniSporazumVodosnabdevanjeRZAV	*
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\* Documents are published in <http://drinkadria.fgg.uni-lj.si/> web site.



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