

# Contract for Connection to Public Water Supply System

## 1. GENERAL INFORMATION

1.1. **OPERATOR:** „Servicii Comunale Florești” (Florești Utility Services) JSC, IDNO \_\_\_\_\_, headquarters located in the Town of Florești, Dacia Street, No. 20, represented by Vitalie Ungureanu, Utility Director, hereinafter referred to as the „Operator”, and

1.2. **CONSUMER:** Mr./Mrs \_\_\_\_\_, IDNP \_\_\_\_\_, home address \_\_\_\_\_, hereinafter referred to as the „Consumer”, and owner of the real estate asset located at (address): \_\_\_\_\_,

(municipality, town, village, commune, locality, street)

hereinafter referred to as “Consumption Venue”, holding the document that certifies the ownership right over the asset (Extract from the Registry of Real Estate Assets)

No. \_\_\_\_\_, sale-purchase contract/donation/exchange contract/inheritance certificate No. \_\_\_\_\_ of \_\_\_\_\_ or other legal documents \_\_\_\_\_.

1.3. The following terms shall be used in the sense of this Contract:

- „Public water supply system” – a future asset which is to be built in compliance with the collaboration project with the participation of a foreign investor; part of the public water supply system comprising of a pipeline network, fittings and attached constructions, which insure water distribution to two or more independent consumers.
- „Connection” – part of the public distribution network which insures the connection between the public network and interior network of a premise or building belonging to the Consumer.
- “Delineation point” – a point dividing the public water supply system from the internal networks – private property of the Consumer. The delineation point, in the sense of this Contract, is the exit from water meter. The manhole is Consumer property.
- “Internal network” or “Internal installations” – totality of installations owned by the Consumer, located after the branching meter, in the water flow direction.
- “Commencement of construction works of the water supply system in the locality” – launching of the implementation of the executive design for supplying water in a given locality, regardless of the water source location.

## 2. SUBJECT OF THE CONTRACT

2.1. The subject of the Contract is connecting the Consumer to the public water supply system, and namely construction of the connection by the Operator, including:

- Developing the technical design;
- Obtaining required endorsements;
- Supplying and installing pipes within the perimeter from the public network to the delineation point;
- Supplying and installing the water meter (meter node);
- Supplying and installing a plastic connection manhole;
- Digging the trench up to the limit of the Consumer’s territory (fence), filling and leveling the trench, bringing the place to the initial status of the sidewalk/road.

2.2. Preparation work for the connection construction shall include digging the trench or pit for installing the manhole according to the design (Operator’s instructions), covering the installed pipes and levelling the place on private territory. Performing the preparation works shall be an obligation of the Consumer.

2.3. The connection characteristics shall be described in the connection notification issued by the Operator.

2.4. The subject of this Contract shall not connecting to water supply services, but rather building the necessary network so that such connection is possible afterwards, by signing a separate Contract for public water supply and sewerage service, which will be concluded in line with the provisions of the Regulation on Public Water Supply and Sewerage Service, approved by Resolution of the National Agency for Energy Regulation No. 271 of 16.12.2015;

2.5. Connection works shall start immediately after putting the water supply system from the locality into operation, if the Consumer meets the payment conditions set in item 3 of this Contract, and manages to perform the preparation works set in item 2.2.

2.6. The work shall be carried out in the applicant's presence and shall be accepted in compliance with the Law on Quality in Construction, No. 721 of 02.02.1996.

### **3. CONTRACT PRICE**

3.1. The fee for connection to the public water supply system shall constitute **2,500 (two thousand five hundred) MDL**, including:

- a. Previous payment made by the Consumer to LPA Japca, confirmed by a receipt attached (0);
- b. The difference in price between the total Contract amount (2,500 MDL) and the fee described in item 3.1.a.

3.2. The Consumer shall pay the full connection fee described in item 3.1.b in advance, at the moment of signing this Contract.

3.3. The connection fee shall be considered paid if the sum of payments listed in items 3.1.a. and 3.1.b. constitutes 2,500 MDL.

3.4. **The Consumer cannot be obligated to pay any other additional amount for the execution of works described in item 2.1.**

3.5. The payment made by the Consumer shall be restituted by the Operator, in line with the clauses of Articles 6 and 7 of this Contract.

### **4. OBLIGATIONS AND RIGHTS OF THE OPERATOR**

4.1. **The Operator shall have the following obligations:**

a) to take over the management of the public water supply system from the locality, as per assumed commitments, up to the delineation point, by observing the provisions of legislative and regulatory acts in the given area, including the provisions of the Regulation on Public Water Supply and Sewerage Service;

b) to issue a notice of connection to the public water supply system within maximum 20 days from the moment of putting the water supply system from the locality into operation, if the Consumer submitted the necessary documents provided for in the Regulation on Public Water Supply and Sewerage Service;

c) to initiate, after putting the public water supply and sewerage system into operation, within 45 calendar days, the construction works of the connection, without an additional notice or request on behalf of the Consumer, in compliance with the clauses of item 2.1. of this Contract;

d) to insure quality construction works and compliance of the latter with the standards for performing such type of works;

e) to remedy the eventual defects of the constructed connection;

f) to compensate the damage caused to the Consumer in case the fault of the Operator is demonstrated;

g) to inform the Consumer about modalities of setting the problems addressed by the latter.

4.2. The rights of Operator shall be:

a) to request advanced payment for the connection works carried out from the Consumer in line with item 3.1.b of this Contract;

- b) to refuse connecting the Consumer if the works stipulated in item 2.2 have not been fulfilled;
- c) to refuse connecting the Consumer if the connection fee hasn't been paid in advance, in line with the provisions of Article 3 of this Contract.

## **5. OBLIGATIONS AND RIGHTS OF THE CONSUMER**

### **5.1. Obligations of the Consumer shall include:**

- a) upon signing this Contract, to submit to the Operator the documents certifying the ownership right over the real estate asset (0), which represents the consumption venue: sale/purchase contract/donation/exchange contract/inheritance certificate, extract from the Registry of Real Estate Assets, etc.;
- b) to inform the Operator, within 7 calendar days, about any change in the ownership right, including transfer of the immovable property - consumption venue into (temporary or permanent) possession of a third party;
- c) to insure access of the Operator's staff, upon presenting appropriate credentials, to the territory of the Consumer to carry out the works which constitute the subject matter of this Contract;
- d) to pay in advance the fee for the connection to water supply system, in line with the provisions of Article 3 of this Contract;
- e) to carry out the works preceding the connection, in line with the provisions of item 2.2 of this Contract, within 10 calendar days after the issuance of the connection notice by the Operator;
- f) to build the internal networks (interior installations) from the delineation point so as to insure the possibility for further provision of the water supply service.

### **5.2. The Consumer shall have the following rights:**

- a) to be informed by the Operator about the commencement of construction works of the public water supply system;
- b) to receive an answer to the petitions and complaints filed with the Operator in the manner and within the timeframes established in the legislation;
- c) to request the compensation of damages caused by Operator's fault, in compliance with legislative acts and other regulatory acts in the given area;

## **6. CONTRACTUAL LIABILITY**

6.1. Pursuant to the current legislation, the Operator shall restate the amount collected from the Consumer (the one described in item 3.1.b only) and repair the damages caused to the Consumer in case of failure to fulfill or inappropriate fulfillment of obligations assumed through this Contract.

6.2. The Operator's obligations shall be considered as unfulfilled if the latter does not carry out the connection works within 6 months from putting the water supply system into operation in the locality.

6.3. The Operator shall not be held liable for non-fulfillment of contractual obligations if that is not the fault of the Operator. The obligation to demonstrate the lack of a fault shall belong to the Operator.

## **7. CONTRACT TERMINATION**

7.1. If the construction works of the water supply system in the locality are not initiated within the timeframe established for commencing the works in line with the design and the plan approved by the investor, or if the design is cancelled due to the non-fulfillment of funding

conditions, the Contract shall be considered as terminated. In such case, the amounts paid shall be restituted in full to the Consumer by the Operator.

7.2. The Consumer shall have the right to request termination of this Contract if the deadline established in item 8.2 is exceeded.

7.3. In the case of Contract termination upon initiative of the Consumer after the commencement of construction works of the public water supply system, the advanced payment made by the latter shall not be restituted.

## **8. FINAL CLAUSES AND SIGNATURE OF THE PARTIES**

8.1. The Consumer and Operator shall have the right to apply to court in the event the misunderstandings or disputes cannot be settled amicably, though negotiations, by the parties.

8.2. The Contract shall be signed for a period of 24 (twenty-four) months, in two copies (one copy for each party), and shall come into effect on the date of signing it by both parties.

8.2.1. If the construction works of the water supply system in the locality are initiated but not finished upon expiry of the timeframe provided in item 8.2., the Contract validity terms shall be extended up to the expiry of the timeframe approved by the investor of the construction project.

8.3. Any amendment to this Contract shall be valid if made in writing and signed by both parties, constituting a separate Annex to this Contract. If after signing the Contract new legislative or regulatory acts come into effect or the existing ones are amended and establish new rules for the provision, use and billing of the public water supply and sewerage service, the contractual parties shall apply the new rules, and the Operator shall notify the Consumer in writing about the amendments made to the legislation.

## **9. ANNEXES**

The following annexes shall constitute an integral part of this Contract:

Annex 1. A copy of the identity card

Annex 2. A copy of the document certifying the ownership right over the real estate asset;

Annex 3. A copy of the payment receipt to confirm the advanced payment made to LPA Japca (item 3.1.a of the Contract).

Date: \_\_\_\_\_

Operator:

Consumer: