ANNEX to the

Decision of the Tallinn City Council No 114 of 03.11.2022 “Appointment of a Water Undertaker within the main licensed territory of the public water supply and sewerage system in Tallinn and approval of the draft Administrative Contract to be entered into between the City of Tallinn and AS TALLINNA VESI”

**ADMINISTRATIVE CONTRACT No []**

**for the operation as a Water Undertaker, for the provision of water supply and sewerage services, services of conduct of stormwater to separate stormwater sewer system and extraction of water from public water extraction points in public water supply system**

Entered into between

**City of Tallinn**

and

**AS Tallinna Vesi**

2022

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**The City of Tallinn** (hereinafter the ***City***), as represented on the basis of authorization granted by the Tallinn City Council (Tallinn City Council Decision No [●] of [●].11.2022) by the Deputy Mayor of Tallinn **Mr Vladimir Svet,**

and

**AS Tallinna Vesi** (hereinafter the ***Water Undertaker***), registry code 10257326, address Ädala 10, 10614, Tallinn, Harjumaa, as represented under the Articles of Association by the Chairman of the Management Board Mr **Aleksandr Timofejev**,

hereinafter separately referred to as the ***Party*** and jointly as the ***Parties***,

having regard to:

§ 97 (2) of the Administrative Procedure Act; § 6 (1), § 6 (1), § 22 (2), § 50 (1) 2 of the Local Government Organization Act; § 3 (2), § 5 (1), § 9 of the Administrative Co-operation Act; § 9 (1)-(2) and § 10 (1) of the Public Water Supply and Sewerage Act; § 3(1)-(2) of the Regulation No 37 of the Tallinn City Council of 15.06.2006 “Rules for Use of Public Water Supply and Sewerage System in Tallinn”; Decision No 103 of the Tallinn City Council of 11.06.2015 “Establishment of Descriptions of Licensed Territories of Public Water Supply and Sewerage System in Tallinn and their Boundaries”; Decision No [●] of the Tallinn City Council [●] .11 .2022 “Appointment of a Water Undertaker within the main licensed territory of the public water supply and sewerage system in Tallinn and approval of the draft Administrative Contract to be entered into between the City of Tallinn and AS TALLINNA VESI”;

have entered into an administrative contract for the operation as a Water Undertaker, for the provision of water supply and sewerage services, services of conduct of stormwater to separate stormwater sewer system and extraction of water from public water extraction points in public water supply system (hereinafter the ***Administrative Contract***) under the following terms and conditions:

## Subject Matter of the Administrative Contract

* 1. Under the terms and conditions and in the scope determined by the Administrative Contract, the City shall grant the Water Undertaker an authority to perform the functions related to water supply and sewerage, imposed on the local government by law, as in force, within the main licensed territory of public water supply and sewerage system in Tallinn (hereinafter the ***Licensed Territory)***.
  2. Under the terms and conditions provided in the Administrative Contract, the Water Undertaker shall provide to the City, using the [assets] in its possession or used by virtue of some other legal right:
     1. the service of conduct of stormwater, drainage water and other soil and surface water from public roads, streets and squares to separate stormwater sewer facilities (hereinafter the *Stormwater Service*) in accordance with the provisions of Annex 2; and
     2. the service of water extraction from public water extraction points in the public water supply system, including hydrants (hereinafter the *Water Extraction Service*) in accordance with the provisions of Annex 3.
  3. In accordance with the Decision of the Tallinn City Council No [●] of [●].11.2022 “Appointment of a Water Undertaker within the main licensed territory of the public water supply and sewerage system in Tallinn and approval of the draft Administrative Contract to be entered into between the City of Tallinn and AS TALLINNA VESI”, the Water Undertaker is authorized to inspect the compliance of the water supply and sewerage facilities of a registered immovable connecting to the public water supply and sewerage system with the requirements, its proper maintenance and the functioning and preservation of water meters on registered immovables in accordance with the rules and on the terms and conditions provided in law and the Rules for the Use of Public Water Supply and Sewerage System.
  4. The functions, activities, and rights and obligations of the Water Undertaker, arising under the Administrative Contract, are hereinafter also referred to as an ***Administrative Duty***.
  5. The Administrative Contract does not regulate the provision of water supply and sewerage services outside the Licensed Territory or the matters related to public water supply and sewerage systems located outside the Licensed Territory.
  6. The Administrative Contract does not regulate the legal relationship between third parties (including the Water Undertaker's clients, i.e., customers) and the Water Undertaker and the rights and obligations of third parties towards the Water Undertaker (except the extent to which the Administrative Contract stipulates the obligations of the Water Undertaker towards third parties). The Administrative Contract is without prejudice to the liability of the Water Undertaker towards third parties or the rights of third parties to exercise the rights arising from law and the service contract entered into with the Water Undertaker.
  7. The Parties shall co-operate and make reasonable efforts to help resolve the proposals made by the City or the Water Undertaker for the establishment or amendment of plans, law, development documents and other specifications, specified in the Administrative Contract, as well as for resolving the guidelines, technical specifications and other requests by the Water Undertaker necessary to perform the functions of the City and the Water Undertaker, taking into account the principles for conducting administrative procedures and the requirements provided in law.
  8. The references in the Administrative Contract to the transfer of the ownership of assets reflect the intention of the Parties regarding the intended ownership of the said assets. The transfer of the ownership of specific assets becomes binding on the Parties only after the terms of the transfer have been agreed in accordance with the rules required by law.

## Rights and Obligations of the Water Undertaker

* 1. **Water Undertaker, having the professional expertise and skills in water supply and sewerage, shall**:
     1. operate within the limits of its competence in compliance with law, performing the development and maintenance obligation in respect of the public water supply and sewerage system (hereinafter ***PWSS***) and related infrastructure (incl. structures, facilities, equipment, land, etc.) (hereinafter ***PWSS facilities***) in the scope and on the conditions provided in law and the Administrative Contract. The Water Undertaker has no obligation to maintain and service ditches. The City shall be responsible for the maintenance and servicing of ditches;
     2. provide the services provided by law and agreed upon in the Administrative Contract to customers within the Licensed Territory. For the purposes of the Administrative Contract, “customer” shall mean a person to whom the public water supply or sewerage service is provided;
     3. issue guidelines concerning the technical specifications set out for public water supply and sewerage systems within the Licensed Territory and perform obligations related to inspection and supervision on the grounds and in accordance with the rules provided in the Administrative Agreement;
     4. incur reasonable expenses for the performance of its obligations.
  2. **Water Undertaker is required to**:
     1. develop the PWSS in accordance with Chapter 4 of the Administrative Contract and ensure that customers can connect to the PWSS in accordance with the Public Water Supply and Sewerage Development Plan;
     2. be responsible for the compliance of the PWSS facilities, stormwater facilities and water extraction points in its ownership or use with the requirements of law and the Administrative Contract, as well as for their maintenance, safety and preservation. The City’s assets used by the Water Undertaker at the time of entry into the Administrative Contract are listed in Annex 4 to the Administrative Contract. Amendment of the corresponding Annex is permitted by agreement between the Water Undertaker and the City authority in the relevant area, which, at the time of entry into the Administrative Contract, is the Tallinn Urban Environment and Public Works Department. The use of assets listed in Annex 4 is regulated by the operating contracts for the assets entered into between the Parties, except where the Administrative Contract has been negotiated differently from the respective operating contract;
     3. as a provider of vital services, ensure the continued operation of water supply and sewerage services at the level of quality prescribed in law and the Administrative Contract, in accordance with the requirements of the Emergency Act and other relevant law;
     4. contribute to the preparation/amendment/supplementation of the Public Water Supply and Sewerage Plan for Tallinn;
     5. ensure compliance with the quality requirements agreed in the Administrative Contract (hereinafter the ***Quality Requirement***) for the services provided through the PWSS up to the supply point of the customer;
     6. take necessary steps, in co-operation with the City, to resolve, as soon as possible, the historical problems defined in Clause 5.2.7 of the Administrative Contract;
     7. hold necessary environmental and all other permits and registrations required by law for the performance of the Administrative Duty and maintain the validity of these;
     8. enter in the operational information database (hereinafter the ***Database)*** on the homepage of the Tallinn City Government (a*t the time of entry into the contract, such examples include the information system for processing road maintenance works and the City’s geographic information system*) the time of the construction of PWSS facilities, stormwater facilities and water extraction points, the time of all water interruptions and emergency excavation works in accordance with the rules established by law;
     9. issue technical specifications for the connection to water supply and sewerage system, in accordance with the Public Water Supply and Sewerage Development Plan for Tallinn, the Rules for Connection to Public Water Supply and Sewerage System in Tallinn and detailed plans, to the clients connecting to PWSS facilities and other persons with a legitimate interest, and monitor compliance therewith or inform the City of the need to update or revoke the detailed plan established by the City;
     10. employ professionals to carry out the Administrative Duty who hold professional qualifications and/or competence, provided by law and/or professional standards, have their necessary trainings to maintain qualification levels and/or competence completed in a timely manner and the certificates and authorizations valid at any time or periodically renewed in a timely manner once the relevant requirements have been established;
     11. insure the assets used for the performance of the Administrative Contract (incl. the assets listed in Annex 4) and the liability and risks arising from its activities as reasonably practicable and customary in the respective field, and maintain the validity of the insurance without interruption throughout the term of the Administrative Contract.

Insurance must be taken on the following conditions:

* + - 1. the insurance provider must be an international insurance company;
      2. the insurance policy(policies) must be presented to the City upon request.
    1. inform the City of any circumstances which may significantly complicate or render impossible the performance of the Administrative Duty.
  1. **Compliance** **Obligations of the Water Undertaker**

The Water Undertaker is required to:

* + 1. ensure compliance of its activities and the performance of the Administrative Duty with the requirements of law, environmental and other permits issued to the Water Undertaker and ISO/EMAS/OHSAS certificates;
    2. reduce the environmental footprint associated with its activities, including greenhouse gas emissions to ambient air, in line with the requirements provided in Estonian and EU law on climate and energy policy and the City development plans related to the performance of the Administrative Duty;
    3. ensure compliance with the obligations arising from the EU General Data Protection Regulation and law of the Republic of Estonia with regard to the processing of personal data of customers and employees, including the implementation of necessary organizational, physical and information technology security measures for the protection of personal data;
    4. make every effort to ensure that the holders of inside information comply with the EU Market Abuse Regulation ((EU) No 596/2014).
  1. **The Water Undertaker is entitled to:**
     1. enter into subscription and service contracts with customers on the grounds and in accordance with the rules provided by law;
     2. make proposals concerning changes to the City’s law directly or indirectly related to the performance of the Administrative Duty and the need to update or revoke detailed plans established by the City 5 or more years ago;
     3. issue opinions concerning the Licensed Territory regarding activities which directly or indirectly affect the public water supply and sewerage system and the performance of other obligations and/or exercise of rights agreed in the Administrative Contract;
     4. perform other necessary activities to perform the Administrative Contract, in accordance with the Administrative Contract and law, as in force.

## Ownership

* 1. New PWSS structures to be built by the City within the Licensed Territory shall be transferred to the ownership of the Water Undertaker on the terms and conditions to be agreed between the Parties in a separate contract before the commencement of the construction activities of these structures. The existing PWSS structures related to the performance of the Administrative Duty that are owned by the City within the Licensed Territory and the structures related to that (incl. those declared unowned by the City in accordance with the regulation provided in law) shall be transferred to the ownership of the Water Undertaker.

## Planning, Development, Investments

* 1. The development of the PWSS facilities, incl. the extension of the PWSS network (hereinafter the ***Network Development***) within the Licensed Territory shall be carried out by the Water Undertaker in accordance with the 12-year Network Development Plan of the Water Undertaker prepared based on the current 12-year Public Water Supply and Sewerage Development Plan for Tallinn and the Network Development Plans for each calendar year that are annually prepared by the City and the Water Undertaker, specifying the said 12-year plans.
  2. The Water Undertaker s9hall undertake to carry out the activities specified in the Network Development Plan for the calendar year, approved by the City in accordance with Clause 4.6.1, for the beginning of the year. The Water Undertaker shall not be liable for failure to carry out the activities provided in the plan if the failure to carry out was caused by the City. Where the implementation of the activities proves objectively impossible, difficult or economically unfeasible after the plan has been approved, the Parties shall agree to replace or postpone the activities prescribed in the plan.
  3. All costs related to the Network Development within the Licensed Territory under the plans referred to in Clauses 4.1 and 4.2 shall be borne by the Water Undertaker. The City shall pay for the costs related to the Network Development, maintenance and repair only when the Parties have agreed so under a separate contract.
  4. Where the City wishes the Water Undertaker to construct, reconstruct or maintain, in the name and on behalf of the City, the PWSS facilities, including the separate stormwater sewer facilities, owned by the City, then the City shall bear the necessary costs in full. More detailed terms and conditions for each structure to be constructed shall be provided in separate contracts to be entered into between the Parties.
  5. When planning and implementing the Network Development, the Parties shall:

1. take into account the existing capacity of the system and the future capacity need of the system, considering the comprehensive plans of the City and the city district, the detailed plans established and trends in public space expressed in the City’s law and development plans; and
2. take into account the existing PWSS facility schemes and those in process, the volumes prescribed in detailed plans established at the time of commencement of construction, and the potential volumes from detailed plans affecting the extension area that are expected to get approved by the City within 6 months following the completion of the works; and
3. provide necessary measures to prevent floodings and to ensure continuous performance of the Administrative Duty and to take account of each other's proposals.
   1. **Approval of Network Development Plans**
      1. The Parties shall approve each other’s Network Development Plans for the following calendar year as follows:
4. The City shall present its initial plan of structures to be constructed and reconstructed, envisaged for the following calendar year, to the Water Undertaker by 01 June. The Water Undertaker shall either confirm that it has no comments or propose amendments thereto within 1 month as of the submission of the City’s plan for the following calendar year to the Water Undertaker.
5. The Water Undertaker shall present its Network Development Plan for the following calendar year for approval to the City not later than by 01 July. The City, taking into account the Public Water Supply and Sewerage Development Plan for Tallinn, shall either approve the Network Development Plan of the Water Undertaker for the calendar year or make amendments thereto within 3 months as of the submission of the Water Undertaker’s plan for the following calendar year for approval to the City. The Parties shall be guided by the approved plan in their activities.
   * 1. The plans for a calendar year must be approved without unreasonable delay, but not later than by 31 December of the current year.
   1. **Investments** **by Water Undertaker**

If the Water Undertaker needs to make significant investments in PWSS facilities within the Licensed Territory which comply with all conditions provided in this Clause 4.7, the Parties shall co-operate to find solutions in accordance with the principles and rules provided by law. The conditions are as follows:

1. requirements arising from law for Water Undertakers or PWSS facilities or their continuous operation; and
2. investments are inevitable in order to meet these requirements; and
3. investments cannot be recovered by the charges authorized by law within the Licensed Territory (in particular the prices for water services and connection charges).

## Rights and Obligations of the City

* 1. **The City** **is entitled to:**
     1. implement all rights arising from law and the Administrative Contract in order to organize the water supply and sewerage within its administrative territory;
     2. require the performance of the Administrative Duty assigned to the Water Undertaker by this Administrative Contract.
  2. **The City** **is required to:**
     1. provide the Water Undertaker, following its written inquiry, with the information necessary to perform the Administrative Contract;
     2. involve the Water Undertaker in preparing, renewing and amending of the Public Water Supply and Sewerage Development Plan for Tallinn and ask the Water Undertaker for approval in so far as it concerns the Licensed Territory, whereas the Water Undertaker may not unduly refuse to issue its approval and the unjustified failure to issue approval does not affect the right of the City to approve the Public Water Supply and Sewerage Development Plan for Tallinn;
     3. ensure the implementation of necessary measures to comply with the requirements arising from law which would enable the Water Undertaker to perform its functions and obligations;
     4. involve the Water Undertaker in the planning of construction/road construction works within the Licensed Territory in order to ensure the continuous operation of the PWSS facilities and to take into account the Network Development Plan of the Water Undertaker for the calendar year which has been approved by the City;
     5. the initiation and establishment of detailed plans and the issue of design criteria shall be based in particular on the requirements for on-site and near-natural management of stormwater and soil water. The requirements for the conduct of stormwater and soil water shall be established on the basis of the technical specifications issued by the Water Undertaker. The Parties are of the opinion that within the Licensed Territory, as a general rule, stormwater shall not be discharged to the public wastewater system, unless it has been established, on the objective conditions, in the technical specifications issued by the Water Undertaker that the public wastewater system has spare capacity for stormwater flows, or when the Parties have agreed separately to make an exception to the general rule;
     6. give feedback to the Water Undertaker within 30 days on the proposals made by the Water Undertaker concerning changes to the City’s law directly or indirectly related to the performance of the Administrative Duty and the need to update or revoke detailed plans established by the City 5 or more years ago;
     7. take necessary steps and co-operate with the Water Undertaker to enable the Water Undertaker to solve the following historical problems (above and hereinafter the ***Historical Problems***):

1. For the construction, ownership, maintenance, repair and reconstruction of PWSS facilities within the Licensed Territory, that are necessary to perform the Administrative Duty:

(i) the establishment of a right of personal use or compulsory possession on the registered immovables in favour of the Water Undertaker on the conditions provided in law, taking into account the proposals made by the Water Undertaker;

II) the transfer of the ownership of unowned pipes (incl. stormwater), occupied by the City, to the Water Undertaker;

1. registered immovables with one supply point that is served by water and/or sewerage pipes built to run through several buildings are referred to by the Parties as chain houses (hereinafter the **Chain Houses**). The list of Chain Houses identified at the time of entry into the Administrative Contract is annexed to the Administrative Contract, the list is open. Separate supply points (incl., if possible, pipes inside the registered immovables up to the existing main pipe) shall be built for Chain Houses at the expense of the Water Undertaker, which is covered by the charges authorized within the Licensed Territory by law (incl. the prices for water services and connection charges). If it is not possible to include the costs in the charges authorized within the Licensed Territory by law, for reasons other than those arising from the Water Undertaker, the Parties shall agree on the division of costs related to the construction of points of connection to the PWSS and the pipes inside the registered immovable (involving, if possible, customers to share the burden of costs) in a separate contract before commencing these works by the Water Undertaker. The Parties shall develop principles for allocating the costs of supply points for Chain Houses and organizing the work of the construction of supply points with the aim of completing the construction of supply points for Chain Houses by the end of 2028 at the latest;
2. covering the area within the Licensed Territory, specified in the Public Water Supply and Sewerage Development Plan for Tallinn, with the PWSS pipes built by the Water Undertaker, allowing all customers to join the public water supply and sewerage service within the Licensed Territory and, if possible, the City shall support connection to the PWSS pipes.
   * 1. pay charges, agreed upon in the Administrative Contract, to the Water Undertaker and compensate for the agreed costs;
     2. take into account, upon performance of the Administrative Contract, that the Water Undertaker is a listed company and therefore specific requirements arising from law apply to the processing of information concerning the Water Undertaker, and comply with these specific requirements;
     3. comply with other obligations agreed in the Administrative Contract.

## Prices, Charges and Reimbursement of Costs

* 1. The prices for water services and the connection charges within the meaning of the Public Water Supply and Sewerage Act shall be established and altered in accordance with the rules provided by law.
  2. The costs incurred by the Water Undertaker, related to the performance of the Administrative Duty, shall be included in the charges established within the Licensed Territory in accordance with law (in particular in the prices for water services and the connection charges), unless otherwise provided in the Administrative Contract.
  3. The charge paid to the Water Undertaker and the rules for payment thereof for the Stormwater Service and Water Extraction Service provided to the City are provided in Annexes 2 and 3 to the Administrative Contract.
  4. The Parties aim to ensure that the costs related to serving other local authorities and water undertakers and customers located therein are borne by these local authorities, water undertakers or users of these services.
  5. The Water Undertaker shall organize accounting and allocate its direct costs and overheads in the manner and to the extent required for reporting, arising from the Administrative Contract, by services provided under the Administrative Contract. If the reporting does not contain the information requested by the City, the Water Undertaker shall issue information within a reasonable period of time based upon an enquiry from the City.

## Liability

* 1. The parties shall be liable for failure to perform the obligations arising from the Administrative Contract and from law. The Parties shall be responsible for the performance of their staff and representatives employed to perform their functions.
  2. The Parties shall undertake to compensate the other Party for any direct material damage caused by the breach of the Administrative Contract. Income foregone shall not be compensated.
  3. Breach of the Administrative Contract is excusable if the reason for non-performance of the obligation is force majeure within the meaning of § 103 of the Law of Obligations Act. The Parties shall immediately notify each other of the occurrence and termination of the circumstances of force majeure. Where force majeure lasts longer than 3 months and this significantly impedes the performance of the Administrative Contract, Parties are entitled to extraordinarily cancel the Administrative Contract.
  4. The Water Undertaker shall not be liable for damage or contractual penalty arising from failure to perform an obligation arising from the Administrative Contract and from law when the specific non-performance was caused in particular by compliance by the Water Undertaker with unlawful or technically unjustified instructions or requirements by the City or by the inactivity of the City, and the Water Undertaker had warned the City, before or during compliance with instructions or requirements or during inactivity, that compliance with instructions or requirements or the inactivity of the City could result in a negative consequence which the Water Undertaker must describe sufficiently to allow the City to reasonably assess the risk and impact of this consequence. This Clause does not exempt the Water Undertaker from performance of an obligation or from the obligation to eliminate the consequences of a non-performance. When the Water Undertaker cannot cover the costs of eliminating the consequences of non-performance of the obligations, specified in this Clause, from the sources specified in Clauses 6.1-6.4 of the Administrative Contract, the Parties shall agree on the reimbursement of these costs.
  5. If a new law or amendment to law applying to the Water Undertaker significantly and unforeseeably affects the performance of the Administrative Contract by the Water Undertaker and it is not possible for the Water Undertaker to achieve compliance with the changed requirements within the prescribed term, the Parties shall agree on the action plans and schedule for achieving compliance with the requirements that were changed. Upon compliance with these action plans and schedule, the performance of the Water Undertaker shall be considered compliant with the requirements of the Administrative Contract with regard to the corresponding requirement.
  6. In accordance with the principles of excused breach of the contract (force majeure), the Water Undertaker shall not be liable for damage resulting from the non-performance of the obligation, arising from the Administrative Contract and from law, related to the provision of a separate stormwater sewer service if this is due to the occurrence of exceptional weather conditions, considering of which in the planning and construction of the stormwater system, incl. its drainage capacity, was not feasible from a technical and economic perspective, provided that the separate stormwater sewer system is designed and constructed in accordance with the technical requirements and best practices provided in law and in standards, as in force in the respective field. In such a case, the Parties have no claim for damages against each other. If, however, it is established that the situation described in Clause 7.6 above cannot be regarded as force majeure and a Party is therefore obliged to compensate the damage caused to third parties, the Parties shall agree separately on the division of liability between the Parties.
  7. Where third parties file claims against the City on the grounds of circumstances related to activities or inactivity of the Water Undertaker, for which the liability of the Water Undertaker is not precluded in accordance with Clauses 7.4 or 7.6 of the Administrative Contract or Clauses 1.5.2 or 1.6 of Annex 2 to the Administrative Contract, and the damage caused to third parties by the Water Undertaker, the Water Undertaker shall undertake to compensate the City for such damage (incl. the costs of proceedings of the City and third parties) at the request of the City, if the City has satisfied the claims from third parties with the consent of the Water Undertaker or if the City has been ordered to compensate damage to third parties. The refusal of the Water Undertaker to satisfy a claim must be justified. The Water Undertaker shall undertake to co-operate with the City in processing such claims, incl. to provide the City with information necessary to process or contest the claims.

## Reporting

* 1. The Water Undertaker is required to present a report on the performance of Annex 5 to the Administrative Contract to the City within 90 days as of the beginning of the following calendar year. Along with the report, the Water Undertaker is required to give the City an overview of the technical condition of the public water supply and sewerage system and the facilities related to the provision of Stormwater Service and Water Extraction Service, owned or managed by the Water Undertaker.

## Supervision

* 1. Supervision over the performance of the Administrative Contract by the Water Undertaker shall be exercised by a City authority or an agency or person authorized by the City. Supervision shall be exercised in accordance with the rules provided by law and following the principle of avoiding conflicts of interests between the duties and supervisory functions of an authority or a person authorized by the City.
  2. The Water Undertaker must enable the exercise of supervision over the performance of the Administrative Duty and provide all necessary assistance therefor. The Water Undertaker is required to rectify shortcomings identified in the course of supervision within the term prescribed in the request for performance of the obligations presented.
  3. If the Water Undertaker has not complied with some of the Service Quality Requirements, specified in Annex 5 to the Administrative Contract, the City is entitled to ask the Water Undertaker for explanations concerning the non-compliance and to set an additional reasonable term for the Water Undertaker to rectify the non-compliance. The Water Undertaker is required to provide explanations required by the City within a reasonable period of time and may, in addition to the explanations, come up with its own proposals to improve compliance with the Service Quality Requirement.
  4. The Water Undertaker must provide the City with information and evidence concerning the rectification of a non-compliance within the additional term set for rectifying the non-compliance. If the Water Undertaker has not rectified the non-compliance within the additional term set by the City, the City is entitled to, taking into account the circumstances of the non-compliance and considering the justified interests, impose a contractual penalty of up to €40,000 on the Water Undertaker for each non-compliance.
  5. The Water Undertaker may perform inspection activities with regard to customers under a service contract entered into with customers, on the terms and conditions and in accordance with the rules provided in the service contract, or, under the authority granted by the City, on the conditions and in accordance with the rules provided in law. The employees of the Water Undertaker carrying out the inspection are required to demonstrate their authority to the customer in a competent manner.
  6. The Administrative Contract does not preclude or restrict the supervisory powers and rights of the City arising from any law, including the right to exercise state supervision over compliance by the Water Undertaker with the requirements provided in law.

## Term, Entry into Force and Performance of Administrative Contract

* 1. The Administrative Contract shall enter into force upon signature by the Parties.
  2. The Administrative Contract shall be performed from 01.12.2022, with the exceptions set out in Clauses 12.2.-12.3, and shall remain in force until the termination of the appointment of the water undertaking as a Water Undertaker by the City Council, in accordance with the rules provided in law (term of the Administrative Contract) or until the early termination of the Administrative Contract on the grounds provided in the Administrative Contract or law. The contract is not extended automatically.
  3. The Parties shall enter into negotiations, in good faith concerning the wish and terms and conditions for extension of the Administrative Contract, before the expiry of the term of the Administrative Contract. The extension of the Administrative Contract requires the entering into a contract for the extension of the Administrative Contract between the Parties, taking into account and ensuring that the extension complies with the requirements of law, as in force at the time of extension.
  4. The Administrative Contract is signed digitally.
  5. The Administrative Contract signed by the Parties shall be disclosed in the document management system of the City.

## Amendment, Termination, Cancellation of and Notices Relating to Administrative Contract

* 1. The Annexes to the Administrative Contract form an integral part of the Administrative Contract and the provisions of the Administrative Contract shall be followed in the part not regulated in Annexes.
  2. When law regulating the performance of the Administrative Contract changes or new requirements are applied, the Parties are required to comply with the changed or new requirements. If, during the term of the Administrative Contract, there is a change in either the Estonian or EU law which directly and significantly affects the costs, revenues, rights or obligations of the Parties, in connection with the performance of the Administrative Contract, and significantly alters the balance of the rights and obligations of the Parties, the Parties shall undertake to make their best efforts to amend the provisions of the Administrative Contract in such a way as to ensure, as much as possible, the costs, revenues, rights and obligations of the Parties and the balance of the rights and obligations of the Parties as they were at the time of entry into the Administrative Contract.
  3. Amendments concerning the Administrative Contract, including termination of the Administrative Contract by agreement, shall be agreed in writing. The amendments shall enter into force as of their signature by the Parties or on any other due date arising from the Parties' agreement or law.
  4. A Party who receives a written proposal for amendment of the Administrative Contract must notify the other Party in writing of its position no later than 30 calendar days after receipt of the proposal.
  5. The Parties shall undertake to jointly review the terms and conditions of the Administrative Contract upon the expiry of the term of the PWSS Development Plan and upon establishment of the new PWSS Development Plan, within a reasonable period of time, and to make efforts to amend it or enter into a new Administrative Contract in order to bring the Administrative Contract into conformity with the requirements provided in law and the PWSS Development Plan.
  6. The Parties shall provide each other with notices relating to the Administrative Contract, either in writing or in electronic form, with the exception of notices that have an informative value and are not intended to create, amend or terminate rights or obligations relating to the Administrative Contract, which may also be presented by any means capable of producing written record.
  7. Disputes between the Parties relating to the Administrative Contract shall be settled by mutual agreement. If an agreement is not reached, the dispute shall be settled in an administrative court. The law of the Republic of Estonia shall apply to the Administrative Contract.

## Implementing Provisions

* 1. The Quality Requirements provided in Annex 5 to the Administrative Contract and the reporting obligation under Chapter 8 shall enter into force from 01.01.2023.
  2. During the period 01.12.2022-31.12.2022, the Parties shall apply the Levels of Services provided in the Services Agreement entered into on 12.01.2001. Reporting for the 12 months of 2022 shall be prepared in accordance with the provisions of the Services Agreement entered into between the Parties on 12.01.2001, regardless of its termination on 30.11.2022. The charges and rules for the payment thereof, agreed in the “Agreement on the conduct of rain water, drainage water and other soil and surface water from public roads, streets and squares to the public sewerage system and treatment thereof and the construction of storm water facilities”, entered into between the Parties on 22.06.2001, and in the „Agreement on the extraction of fire fighting water from fire hydrants in the public water supply system and extraction of water from public water extraction points“, entered into between the Parties on 22.06.2001, shall also be applied until 31.12.2022.
  3. In 2023, the Network Development shall be carried out in accordance with the list of structures to be constructed and reconstructed, planned and approved between the City and the Water Undertaker in accordance with the rules applicable in 2022 under the Services Agreement which was in force prior to entry into the Administrative Contract. The Parties shall agree separately on the inclusion of structures not included in the list of structures to be constructed and reconstructed, as agreed in 2022 in the Network Development Plan for 2023.

## Details and Signatures of the Parties to the Administrative Contract

|  |  |
| --- | --- |
| **City of Tallinn**  Registry code: 75014920  Vabaduse väljak 7  15199 Tallinn, Harjumaa  Ph: 640 4141  e-mail: [lvpost@tallinnlv.ee](mailto:lvpost@tallinnlv.ee)  *(Signed digitally)*  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **AS Tallinna Vesi**  Registry code: 10257326  Ädala 10,  10614 Tallinn, Harjumaa  Ph: 626 2200  e-mail: [info@tvesi.ee](mailto:info@tvesi.ee)  *(Signed digitally)*  Aleksandr Timofejev  Chairman of the Management Board |

**Annex 1 Licensed Territory scheme**

**Annex 2 Stormwater Service**

**Annex 3 Water Extraction Service from public water extraction points**

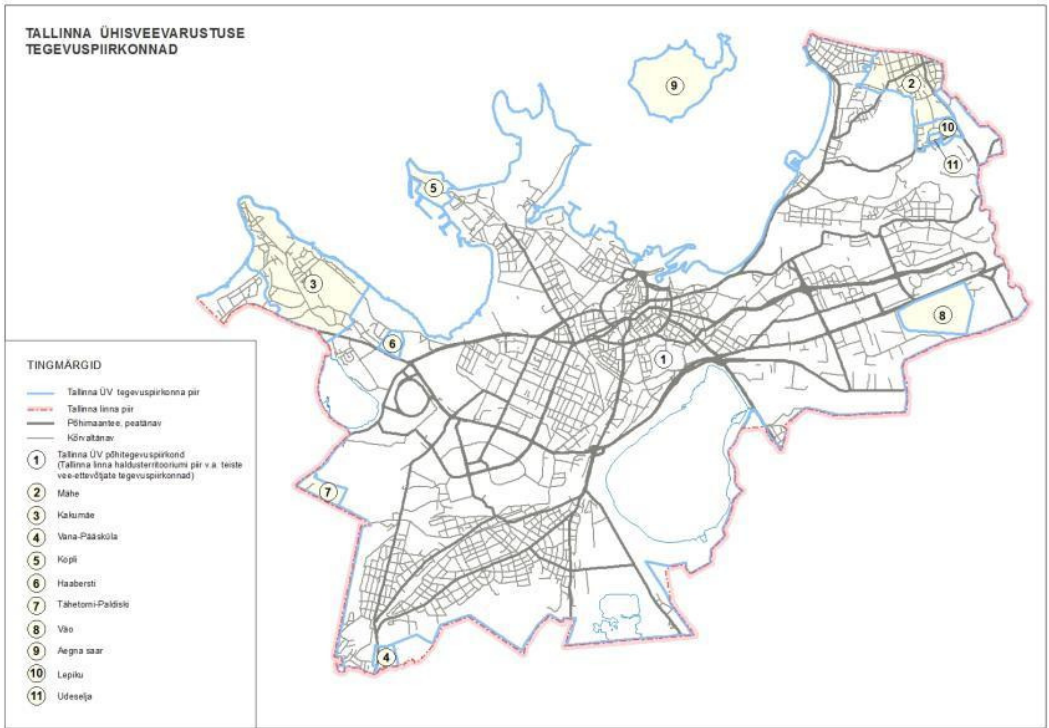
**Annex 4 List of assets related to performance of Administrative Contract and operated by Water Undertaker**

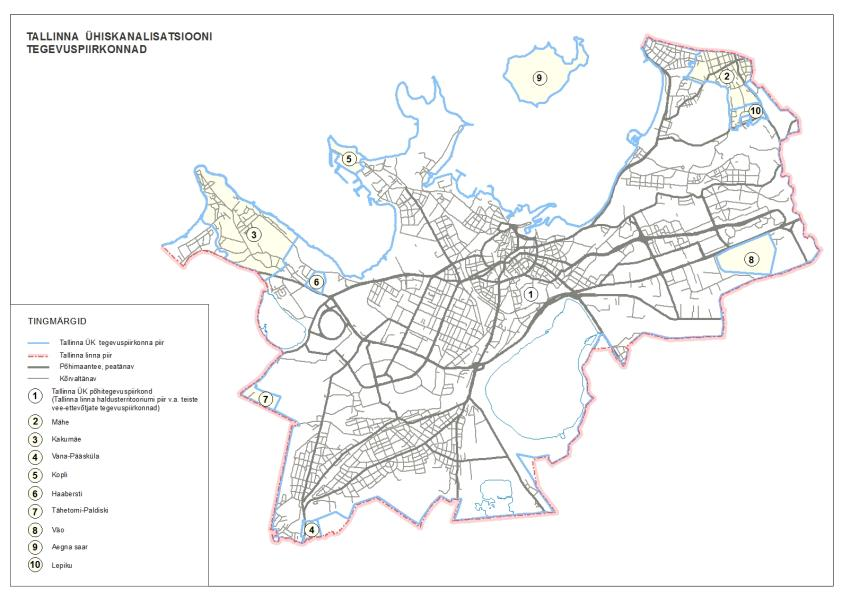
**Annex 5 Service Quality Requirements**

**Annex 6 List of chain houses**

Annex 1 to the Administrative Contract

**Licensed Territory Scheme**





Annex 2 to the Administrative Contract

**Stormwater Service**

1. **Conduct of Stormwater**
   1. The separate stormwater sewer system located within the Licensed Territory is owned by either the Water Undertaker or the City, and in the latter case, has been transferred to the Water Undertaker for use. The Water Undertaker shall own the new separate stormwater sewer system to be constructed within the Licensed Territory, unless the Parties agree otherwise. The Parties shall make every effort to transfer the ownership of the separate stormwater sewer system to the Water Undertaker, so as to ensure the efficiency and sustainability of the Stormwater Service.
   2. The Water Undertaker shall not allow to channel stormwater into the public wastewater system neither from the Licensed Territory nor by persons who have entered into a bulk services contract with the Water Undertaker, except for existing connections which the Water Undertaker must restrict or close such connections, if possible, unless the Water Undertaker considers that the public wastewater system has spare capacity for conducting stormwater flows, and the channelling of stormwater in the combined sewer system is controlled and takes place during non-dammed level.

**1.3. The Water Undertaker is entitled to:**

* + 1. use, for the provision of Stormwater Service, existing separate stormwater sewer facilities and those to be constructed in the future, located within the Licensed Territory and owned by the City, unless the Parties agree otherwise;
    2. restrict or interrupt the provision of Stormwater Service in the event of emergency and planned repairs. The performance of repair works and the resulting restrictions on the reception of stormwater shall be entered in the database;
    3. measure the precipitation intensity with its own rain gauges to demonstrate intense rains (incl. downpour).
  1. **The Water Undertaker is required to:**
     1. conduct stormwater to separate stormwater sewer system, or to a combined wastewater system developed according to earlier designs (incl. overpumping, if necessary);
     2. enable the discharges of soil and surface water from registered immovables during construction period, if this is agreed separately with the Water Undertaker and measured, and the applied measures satisfactory to the Water Undertaker ensure that the soil, incl. sand, rubbish found in the soil and any pollution, etc., does not end up in the public sewerage system;
     3. comply with the monitoring obligation arising from environmental permits and, upon identification of pollution, inform the appropriate authorities thereof for commencement of proceedings and identification of the polluter, as well as the City;
     4. design and develop new separate stormwater sewer system in accordance with law, standards, requirements, best practices available in the field and agreement with the City. The design and development of separate stormwater sewer system must start from the receiving water of the stormwater sewer system, unless the Parties agree otherwise and the exceptions also do not arise from the current comprehensive plans, the Public Water Supply and Sewerage Development Plan for Tallinn, the Stormwater Strategy of Tallinn or any other law.
  2. **Development of Separate stormwater sewer system**
     1. The Parties shall agree on the development of separate stormwater sewer system.
     2. When planning and carrying out development work, the Parties shall:

1. take into account the existing capacity of the system and the future capacity need of the system, considering comprehensive plans of the City and the city districts, and trends in public space expressed in the City’s law and development plans; and
2. take into account the existing schemes to separate stormwater from sewer systems and schemes in process, and the volumes prescribed in detailed plans established at the time of commencement of construction, and the potential volumes from detailed plans affecting the extension area that are expected to get approved by the City within 6 months following the completion of the works; and
3. provide for necessary measures to prevent floodings and take account of each other's proposals.

The Parties shall agree on the technical solution for the construction of a separate stormwater sewer system separately for each structure. The Water Undertaker shall not be liable for the performance of a structure if the specific non-performance was caused by compliance by the Water Undertaker with the instructions or requirements of the City and the Water Undertaker had warned the City before complying with the instructions or requirements that compliance with the instructions or requirements of the City would result in a specific non-performance, or the City breaches the obligations assumed in agreeing a technical solution.

* + 1. Separate stormwater sewer system owned by the City shall be transferred to the ownership of the Water Undertaker for the provision of Stormwater Service as soon as possible after entry into force of the Administrative Contract, in such a way as to ensure the efficiency and sustainability of the Stormwater Service. In its immediate impossibility, the facilities will be made available to the Water Undertaker under a separate agreement between the parties until the obstacles to the transfer of ownership cease to exist.
  1. The Water Undertaker shall inform the City by 01 April each year, at the latest, before the approval of the Network Development Plan for the calendar year and, in cases of sudden occurrence or urgency, at the earliest opportunity following the occurrence of the problem or the emergence of an urgency, of areas within the Licensed Territory where the stormwater sewer system does not allow, at present or predictably in the future, prevent the occurrence of flooding caused by precipitation, and shall present written proposals to the City for flood prevention measures in these areas. The proposal by the Water Undertaker shall include an assessment of the risk of flooding, a schedule for the implementation of measures, and an estimate of the costs involved. Based on a proposal from the Water Undertaker, the Parties shall agree on the measures and the necessary activities by the City and the Water Undertaker to implement these measures and on the distribution of any liability between the Parties. If, prior to the implementation of measures to reduce the risk of flooding in the stormwater sewer system, either of the Parties suffer flood damage not caused by force majeure and for which the Parties have not entered into the agreement referred to in the previous sentence, the Parties shall agree separately on the terms and conditions for compensation for such damage.

1. **Charge**
   1. Where the Water Undertaker develops separate stormwater sewer system on behalf of and for the City, the payment of the charge for this shall be subject to Clause 4.4 of the Administrative Contract.
   2. The City shall pay a Stormwater Service charge to the Water Undertaker for the Stormwater Service, which includes the costs of the separate stormwater sewer system, capital expenditures and the justified profitability of the Water Undertaker, of which:

(a) the costs shall include costs incurred, directly attributable to the separate stormwater sewer system, including electricity, maintenance, repair and other justified direct costs and overheads, according to the proportion of the length of the separate and combined PWSS facilities (the proportion shall be based on the ratio between the length of the separate stormwater sewer system and the length of the PWSS facilities);

(b) capital expenditure is the cost to be included in the price for Stormwater Service, related to the acquisition by the Water Undertaker of the fixed assets of the separate stormwater sewer system (fixed assets financed by the City, from connection charges or from grants are not taken into account). The purpose of capital expenditure is to recoup investments made for the acquisition of fixed stormwater assets through the price for separate stormwater sewer service during the useful life of the fixed separate stormwater asset. Capital expenditure = depreciation of the fixed stormwater asset calculated from the cost of acquisition, the corresponding percentage of depreciation is determined by the Water Undertaker by analogy with the methodology for calculation of the prices for water services recommended by the Competition Authority.

The value of the fixed assets serving as the basis for calculation of capital expenditure will decrease when additional clients connecting join the separate stormwater sewer system and the residual value of the separate stormwater sewer system of the Water Undertaker decreases by the connection charge paid by them.

The value of fixed assets decreases by amortization, which reduces the residual value of the separate stormwater sewer system;

(c) the calculation of a justified profitability shall be carried out by applying a rate of justified profitability to the assets of separate stormwater sewer system. Justified profitability shall be calculated from the following equation:

*justified profitability = rate of justified profitability (WACC) \* assets of separate stormwater sewer system,*

where **the justified rate of profitability** equals the weighted average cost of capital agreed by the Competition Authority upon determination of the prices for water services of the Water Undertaker and the assets of the separate stormwater sewer system are determined by analogy with the methodology for calculation of the prices for water services recommended by the Competition Authority. The justified rate of profitability applied in the price for Stormwater Service on the principles set out in Clause 2.3 will change when the Competition Authority approves the new prices for water services and the justified rate of profitability set out in the Water Undertaker's application for the prices for water services is followed. When the inputs referred to in this Clause change, the changed inputs shall be applied from the beginning of the calendar year following the change.

* 1. The amount of the charge referred to in Clause 2.2. shall be agreed between the Parties for each calendar year separately before the beginning of the corresponding calendar year, based on the estimate of expenditure for the corresponding calendar year listed in Clause 2.2. After the end of the calendar year, the Water Undertaker shall present to the City a report on the performance of the works foreseen in the estimate of expenditure for the preceding calendar year. When the Water Undertaker has performed more works during the period under review or the cost of works has increased compared to the estimate and the performance and increased cost of such works were agreed between the Parties, the actual cost of works not covered by the estimate shall be taken into account in calculating and agreeing the charge for following periods. When the work listed in the budget has not been carried out or the work carried out during the period under review has proved cheaper and therefore the City has paid agreed annual charge referred to in this Clause that is higher than would be justified under Clause 2.2., the sum overpaid shall be considered as an advance payment of the charge agreed for the following calendar year referred to in Clause 2.2. These compensations or advance calculations shall be made within three months from the end of the period under review.
  2. The invoice for the Stormwater Service charge and reimbursement of the pollution charge for the pollutants contained in stormwater, imposed on ASTV for the preceding quarter, shall be presented by the 10th of the 1st month of the following quarter, at the rate agreed under Clause 2.3. The Water Undertaker shall make reasonable efforts and the City will co-operate to identify the polluters causing the payment of increased pollution charges. If it is possible to identify the polluter, the Water Undertaker shall claim reimbursement of such costs from the polluter. If it is not possible to identify the polluter, the City shall reimburse ASTV 50% of the pollution charge paid at an increased rate.
  3. The Water Undertaker shall cover the justified costs and the justified profitability related to the provision of Stormwater Service, related to the combined sewer system and the Wastewater Treatment Plant, by the prices for water services within the Licensed Territory approved by the Competition Authority. Until such approval is obtained, the City shall cover the justified costs related to the combined sewer system and the wastewater treatment plant on the basis of the invoice issued by the Water Undertaker, which shall be presented in accordance with the rules set out in Clause 2.4.

Annex 3 to the Administrative Contract

**Water Extraction Service from Public Water Extraction Points**

1. The Parties shall aim to ensure that the public water supply points within the Licensed Territory operated by the Water Undertaker, which, within the meaning of the Administrative Contract, cover both hydrants and water taps, are owned by the Water Undertaker. Where the water extraction point is owned by the City, the City shall transfer it to the ownership of the Water Undertaker as soon as possible after entry into force of the Administrative Contract. Where this is not immediately possible, the facility will be made available to the Water Undertaker until the obstacles to the transfer of ownership cease to exist. The Water Undertaker shall use water extraction points which comply with the requirements set out on the website of the Water Undertaker at <https://tallinnavesi.ee/tehnilised-nouded/avalikud-veevotukohad/>. Where possible, non-compliant water extraction points shall be brought into conformity with the requirements or closed within a reasonable period of time. The Water Undertaker shall approve the locations and requirements of the public water extraction points to be operated with the City.
2. The Water Undertaker is entitled to restrict or interrupt the operation of water extraction points in the event of emergency and planned repairs on the public water supply and sewer system or, if the quality of the water does not comply with the requirements, for flushing or other activities, in compliance with the Quality Requirement provided for such events;
3. Water taps are in operation at least during 01.05-01.10, except with temperatures below freezing on the said dates, in which case the water taps will be closed and opened again as soon as the temperatures are no longer below freezing.
4. Hydrants are in operation for rescue works all year round and around the clock, the use of hydrants for maintenance works is regulated in Clause 5.1.4.
5. **Obligations of the Parties:**

5.1. The Water Undertaker shall:

* + 1. ensure the supply, maintenance and marking of water extraction points and perform necessary maintenance, repair and exchange of information;
    2. monitor the quality of water provided at water extraction points in accordance with the rules provided in law and the Administrative Contract;
    3. ensure the maintenance of hydrants, exchange of information with the Rescue Board and control of compliance with the requirements in accordance with the rules provided in law;
    4. allow the City (incl. City district governments and institutions who will be instructed separately by the Water Undertaker on the use of hydrant before the start of first use) to use the agreed hydrants during maintenance works carried out within the Licensed Territory. The amount of water consumed is measured. The right to use hydrant is granted to the City (incl. City district governments and institutions) under an agreement maintained by the Water Undertaker. The person extracting water must follow the instructions of the Water Undertaker for the extracting of water, in order to prevent faults on the system. The person extracting water who caused the fault shall compensate the Water Undertaker for the costs of repairing the fault. If the fault is caused by a third party providing a service to the City, the Water Undertaker shall claim the costs from this third party, and if the latter fails to satisfy the claim even after two reminders of arrears have been sent following the submission of the invoice for compensation of costs, the City shall reimburse the costs of repairing the fault;
    5. allow the City (incl. City district governments and institutions) to extract water for the fountains in public space and owned by the City. The microbiological quality of water in the fountains does not have to comply with the requirements for drinking water (the fountains are open to urban pollution);
    6. allow citizens to take free drinking water from water taps. The corresponding cost is included in the prices for water services established within the Licensed Territory;
    7. ensure the availability of the latest data related to water extraction points in its geographic information system. Data related to hydrants shall be updated periodically (indicatively, once a month) in other databases and information systems, if such obligation arises from law or is agreed separately with the City or the chief processor of the information system (e.g., the Land Board).
  1. The City shall:
     1. notify the Water Undertaker of the meter readings on hydrant risers in the self-service environment of the Water Undertaker at “klient.tallinnavesi.ee” by the 3rd of the following calendar month at the latest, unless a remote water meter is used;
     2. ensure the use and transport of hydrant risers in accordance with the instructions received from the Water Undertaker;
     3. pay the Water Undertaker the charge agreed in Clause 7 of this Annex.

1. **Development Activities Relating to Water Extraction Points**
   1. Where the City wishes to install new water extraction points in new locations (with the technical specifications published on the website of the Water Undertaker applied), the Water Undertaker is required to install the respective new water extraction points as requested by the City, as soon as possible, but not later than within 18 calendar months from the date of the request from the City. For its part, the City shall co-operate with the Water Undertaker to enable compliance with this term.

The Water Undertaker shall perform the obligations of the possessor of the water extraction point arising from law, incl. provides the administrative authorities with necessary information concerning the water extraction points. In that regard, the City shall, where appropriate, provide assistance to the Water Undertaker. The Parties recognize that the documentation of existing hydrants is not up to date or is missing and this will not affect the Parties’ obligations under this Clause.

1. **Charge**
   1. Water consumption from hydrants and in fountains by the City (incl. City district governments and institutions) is measured. The City shall pay the Water Undertaker for the water consumed as described in the previous sentence according to the amount of water consumed, less the amount of water used by the Rescue Board. Until different prices have been established for legal and natural persons, the prices for water services applicable to legal persons shall be applied. Where the water consumed is discharged to the public sewer system, a charge shall also be paid for the conduct and treatment of wastewater, whereas the amount of wastewater is considered equal to the quantity of water consumed.
   2. The City shall pay a Water Extraction Service charge to the Water Undertaker, which includes the costs, capital expenditures and the justified profitability of the Water Undertaker, of which:

(a) the costs shall include costs incurred, directly attributable to water extraction points, including electricity, maintenance, repair and other justified direct costs;

(b) capital expenditure is the cost to be included in the Water Extraction Service charge, relating to the acquisition of fixed assets of water extraction points. The purpose of capital expenditure is to recoup investments made by the Water Undertaker for the acquisition of fixed assets in Water Extraction Points through a Water Extraction Service charge during the useful life of fixed assets of water extraction points (fixed assets financed by the City or from grants are not taken into account). Capital expenditure = depreciation of water extraction points calculated from the cost of acquisition, the corresponding percentage of depreciation is determined by the Water Undertaker by analogy with the methodology for calculation of the prices for water services recommended by the Competition Authority.

The value of fixed assets will decrease by depreciation, which reduces the residual value of water extraction points;

(c) the calculation of a justified profitability shall be carried out by applying a rate of justified profitability to the assets of the water extraction points. Justified profitability shall be calculated from the following equation:

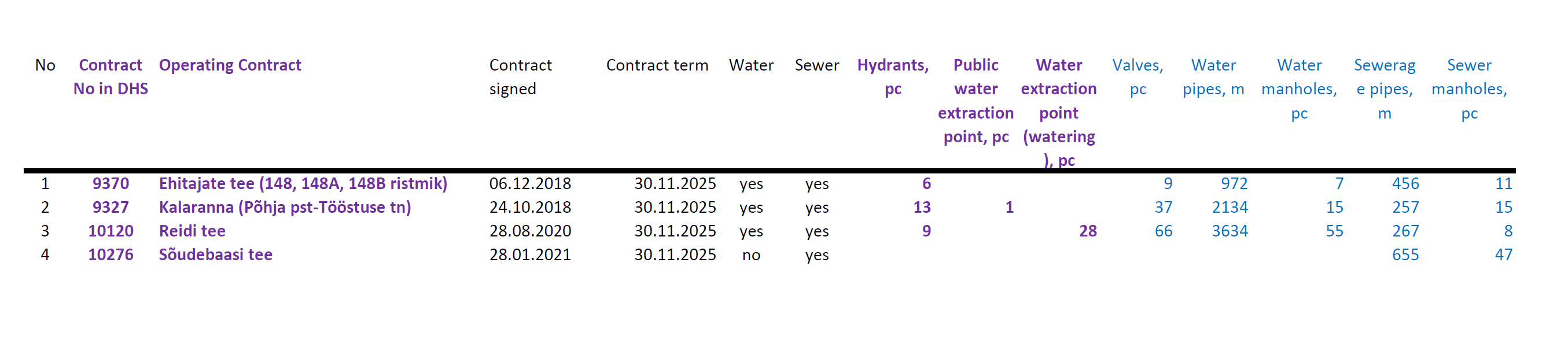
*justified profitability = rate of justified rate of profitability (WACC) \* assets of the water extraction points,*

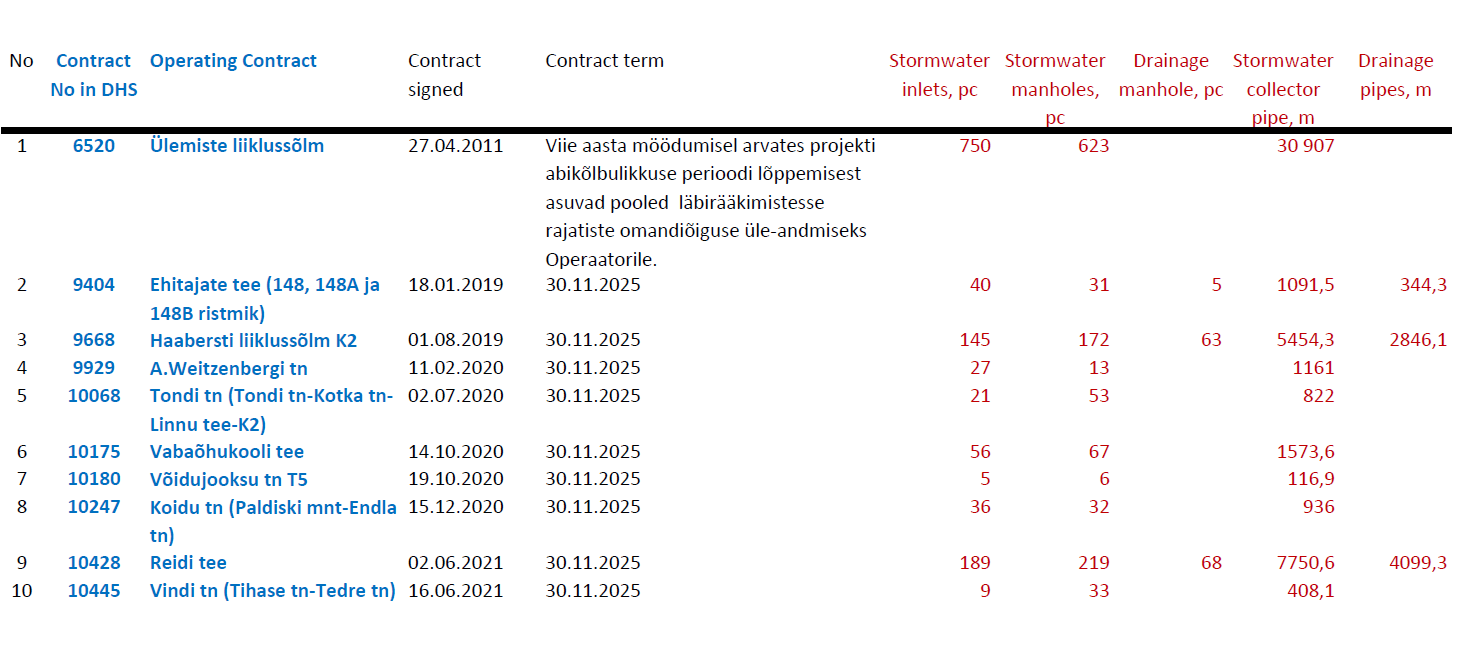
were **the justified rate of profitability** equals to the weighted average cost of capital established by the Competition Authority upon determination of the prices for water services of the Water Undertaker, and the assets of the water extraction points are determined by analogy with the method for calculation of the prices for water services recommended by the Competition Authority. The justified rate of profitability applied in the price for Water Extraction Service shall change on the principles set out in Clause 7.3 when the Competition Authority approves the new prices for water services and the justified rate of profitability set out in the Water Undertaker's application for the prices for water services is followed. When the inputs referred to in this Clause change, the changed inputs shall be applied from the beginning of the calendar year following the change.

* 1. The amount of the charge referred to in Clause 7.2. shall be agreed between the Parties for each calendar year separately before the beginning of the corresponding calendar year, based on the estimate of expenditure for the corresponding calendar year listed in Clause 7.2. After the end of the calendar year, the Water Undertaker shall present to the City a report on the performance of the works foreseen in the estimate of expenditure for the preceding calendar year. When the Water Undertaker has performed more works during the period under review or the cost of works has increased compared to the estimate and the performance and increased cost of such works were agreed between the Parties, the actual cost of works not covered by the estimate shall be taken into account in calculating and agreeing the charge for following periods. When the work listed in the budget has not been carried out or the work carried out during the period under review has proved cheaper, and therefore the City has paid agreed annual charge referred to in this Clause that is higher than would be justified under Clause 7.2., the sum overpaid shall be considered as an advance payment of the charge agreed for the following calendar year, referred to in Clause 7.2. These compensations or advance calculations shall be made within three months from the end of the period under review.
  2. The invoice for the Water Extraction Service charge and water consumption from hydrants and fountains shall be presented to the City for the preceding quarter following the consumption, by the 10th of the 1st month of the following quarter, at the rate agreed under Clause 7.3.

Annex 4 to the Administrative Contract

**List of assets related to performance of Administrative Contract and operated by Water Undertaker**





Annex 5 to the Administrative Contract

**Service Quality Requirements**

**Key:**

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| The indications used for labelling the Quality Requirements in this Annex 5 have the following meaning:  JK - Quality requirements for drinking water services  RK - Quality requirements related to collection, treatment and disposal of wastewater  MK - Quality requirements for other services, including modelling, customer service, reporting, financial performance of the Water Undertaker and ISO accreditation  VV - Quality requirements for services related to the extraction of water from public water extraction points  SV - Quality requirement related to Stormwater Service |

1. **Quality Requirements for Drinking Water Services**

**JK1 Availability of Raw Water**

**Quality Requirement**

The management of the surface water catchment area and the groundwater resources in the Licensed Territory of the Water Undertaker must take into account the continuous availability of a sufficient supply of raw water, in such a way as to ensure that the expected maximum demand is met within the framework of the conditions set out on in the permit for the use of water.  
Preparing forecasts for future consumption and sales is the responsibility of the Water Undertaker.

**Monitoring and Reporting**

The Water Undertaker shall report annually to the City on the availability of raw water and surface water, and its actual consumption by customers. The reports shall be presented within 90 days from the end of the year under review (hereinafter the ‘annual report’).

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| **Information to be provided within an annual report:** |
| JK 1.1 Average annual water consumption by the City  JK 1.2 Water produced and billed  JK 1.3 Compliance with the requirements set out in the water permits for raw water, surface water and groundwater  JK 1.4 Overview of quantities of raw surface water in the year under review  JK 1.5 Overview of quantities of raw groundwater in the year under review |

**JK2 Communication with the Health Board on the Matters Related to Drinking Water Quality**

**Monitoring and Reporting**

The Water Undertaker shall present to the City an overview of the implementation of the Drinking Water Monitoring Program and of the communication with the Health Board on the matters related to quality. The table describing the overview shall present the inquiries from the Health Board addressed to the Water Undertaker, the solutions performed by the Water Undertaker, corrective actions, indicating separately if the content of the inquiry was a negative finding, and the feedback from the Health Board regarding the above.

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| **Information to be provided within an annual report:** |
| JK2 Letters received/sent during the year under review. |

**JK3 Water Quality at Surface Water Treatment Plant and in Groundwater Boreholes**

The required quality of drinking water provided to customers must be ensured in accordance with law, as in force. Analyses shall be carried out at the frequency provided in the drinking water monitoring program (hereinafter ‘Drinking Water Monitoring Program’) approved by the Health Board and with regard to the parameters required therein. The Water Undertaker shall carry out additional analyses of raw water and drinking water as necessary and in accordance with the procedures.

**Quality Requirement**

Compliance of at least 99,5% of the samples of the Drinking Water Monitoring Program approved by the Health Board must be achieved, including 100% compliance of the microbiological samples of surface water treated at the treatment plant and raw groundwater samples taken from boreholes.

**Monitoring and Reporting**

Reporting and measuring the quality of treated surface water and groundwater extracted shall be carried out in accordance with the service quality requirement JK7.

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| **Information to be provided within an annual report:** |
| JK3.1 Quality of treated drinking water at the Water Treatment Plant  JK3.2 Results of standard monitoring of treated drinking water at the Water Treatment Plant  JK3.3 Results of detailed monitoring of treated drinking water at the Water Treatment Plant  JK3.4 Water quality in borehole pumping stations and groundwater reservoirs  JK3.5 Drinking water analyses from borehole pumping stations  JK3.6 Quality of treated groundwater in reservoirs  JK3.7 Monitoring program for surface water used as a drinking water source (Lake Ülemiste in the water catchment of the Water Treatment Plant)  JK3.8 Monitoring program for groundwater used as a drinking water source  JK3.9 Drinking Water Monitoring Programs:  a) City of Tallinn – city district of Nõmme;  b) City of Tallinn – city district of Haabersti; Tiskre area  c) City of Tallinn – city district of Pirita; Merivälja area  d) City of Tallinn – city district of Pirita  e) City of Tallinn – surface water area in Tallinn and Harku |

**JK4 Development of Water Networks**

With the aim of reducing the level of water loss and ensuring the functioning of the vital service and the sustainability of the public water supply system, the Water Undertaker shall undertake to replace and rehabilitate the public water supply pipelines in the scope necessary for the functioning of the water network, until the network rehabilitation study is completed. After completion of the study, the Water Undertaker shall carry out renovations in accordance with the outcome of the study. The network rehabilitation study to be prepared will allow for a data-based assessment of the need for reconstruction of pipes and thus to target investments in areas where they have the greatest impact on the quality of service. To ensure security of supply and sustainability, pipes are replaced for those made from material with a longer life expectancy.

**Monitoring and Reporting**

The Water Undertaker is required to report within an annual report the length of the replaced and rehabilitated water pipes in meters.

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| **Information to be provided within an annual report:** |
| JK4 Table: Public water supply pipes replaced and rehabilitated during the year under review, in meters |

**JK5 Interruptions**

**JK5.1 Unplanned Interruptions**

**Quality Requirement**

The Water Undertaker is required to restore the supply of water to customers due to unplanned interruption in accordance with the requirements for ensuring a vital service within a maximum of 24 hours.

For each interruption lasting more than five hours, the Water Undertaker is required to provide the customer with an alternative source of water (temporary connection or water tank in the area of interruption).

**Monitoring and Reporting**

The Water Undertaker is required to measure the duration of the unplanned interruption in water supply separately for each place of consumption. The Water Undertaker is required to report within an annual report on the number of unplanned interruptions within the Licensed Territory, lasting less than 24 hours and lasting more than 24 hours. For interruptions exceeding five hours, the provision of alternative water supply must be described.

**JK5.2 Planned Interruptions**

**Quality Requirement**

The Water Undertaker is required to notify customers in writing of any planned interruption to water supply (related to maintenance and construction of the distribution network) and its duration at least five days in advance. The Water Undertaker shall seek to implement options offered by information technology to make sure that customers receive information faster. The planned interruption must be terminated as soon as possible and shall not exceed 24 hours, unless a consent from the local authority is received to exceed 24 hours. In the event of any planned interruption lasting more than five hours, an alternative water source complying with the drinking water quality requirements must be ensured.

**Monitoring and Reporting**

The Water Undertaker is required to report each year on planned interruptions that lasted longer than had been announced in advance, separately for each place of consumption. For interruptions exceeding five hours, the provision of alternative water supply must be described.

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| **Information to be provided within an annual report:** |
| JK5.1 Unplanned interruptions to water supply  JK5.2 Planned interruptions to water supply and planned interruptions to water supply exceeding the planned duration |

**JK6 Accreditation and Annual Audit of Drinking Water Laboratory**

**Quality Requirement**

The Water Undertaker is required to have an accredited drinking water laboratory. The laboratory shall be accredited to EVS-EN ISO/IEC 17025 or an equivalent standard to perform analyses of the drinking water parameters listed in the Drinking Water Monitoring Program, approved by the Health Board, and analyses of the raw water parameters, listed in the water permit issued by the Environmental Board.

The Water Undertaker may also order analyses to be carried out under the Drinking Water Monitoring Program or the water permit from another accredited laboratory.

**Monitoring and Reporting**

An accreditation certificate of compliance with the requirements of EVS-EN ISO/IEC 17025 and an annex to the certificate describing the scope of accreditation must be presented to the City within an annual report.

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| **Information to be provided within an annual report:** |
| JK6 Accreditation certificate of compliance with the requirements of EVS-EN ISO/IEC 17025 and annex to the certificate describing the scope of accreditation, issued to the laboratories of the Water Undertaker |

**JK7 Monitoring and Reporting on Drinking Water Quality**

**Quality Requirement**

The quality of drinking water shall be monitored in accordance with the Drinking Water Monitoring Program, approved by the Health Board. Samples taken must be analyzed by an accredited laboratory.

The results of the collected drinking water analyses shall be summarized within an annual report to the City, indicating the monthly and annual maximum, minimum and average parametric values of drinking water for the parameters set out in the Drinking Water Monitoring Program, approved by the Health Board.

All results of water quality shall be recorded and stored as a database.

In the event of non-compliance with the requirements, in particular for microbiological analyses, the Water Undertaker's annual report must specify the reasons for the non-compliance and indicate the measures taken by the Water Undertaker to rectify the non-compliance. The Water Undertaker is required to prepare a detailed plan of the measures to be taken to address the problem. This information is part of an annual report.

According to the conclusions of the risk assessment by the statutory control authority, the Water Undertaker is entitled to non-compliance with the requirements, provided in law, in the results of the analysis, and the non-compliance corresponding to the conclusions of the risk assessment is considered compliant with the requirements.

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| **Information to be provided within an annual report:** |
| **JK7.1** Table: Results of standard drinking water analyses from the water supply system in Tallinn  **JK7.2** Table: Results of detailed drinking water analyses from the water supply system in Tallinn  **JK7.3** Compliance of drinking water quality with legal requirements  **JK7.4** Information on Drinking Water Monitoring Programs  **JK7.5** Table: Monthly statistics on results of standard drinking water analyses from the  water supply system in Tallinn |

**JK8 Water loss**

**Quality Requirement**

The level of water loss in absolute terms must be maintained below 20% of the annual volume of water pumped to the water network.

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| Water loss (UFW, Unaccounted for Water) is estimated by the following calculation:  UFW = Annual output from sources to water network  MINUS total sales for the year  MINUS water used for fire-fighting purposes  MINUS what was used for the maintenance of the PWSS infrastructure (estimated by the Water Undertaker)  MINUS or PLUS errors of measurement of the water pumped to water network (estimated by the Water Undertaker)  UFW = annual output from source to water network — total sales — fire-fighting water — maintenance of infrastructure ± errors of measurement of the water pumped to water network |

**Monitoring**

The Water Undertaker is required to present to the City within its annual report, regarding water loss, full annual statistics on water production and sales, along with an estimation of the domestic and fire-fighting water consumptions and present the statistics, in addition to the percentage of total measured production, in cubic meters per kilometer of the main distribution network per day.

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| **Information to be provided within an annual report:** |
| **JK8.1** Table: Water loss  **JK8.2** Graph: Water loss |

**JK9 Pressure**

**Quality Requirement**

The Water Undertaker shall ensure compliance with the requirements provided in law, as in force.

The Water Undertaker is required to record and respond to complaints from customers concerning inadequate or excessive water pressure within 30 days. Cases of pressure problems that can be solved by maintenance activities must be solved within 14 days, and cases requiring design and construction work must be solved within 18 months.

**Monitoring and Reporting**

Annual statistics on customer complaints about water pressure and the results of their investigation shall be summarized within an annual report.

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| **Information to be provided within an annual report:** |
| **JK9.1** Table: Complaints about water pressure by month |

1. **Quality Requirements Related to the Collection, Treatment and Disposal of Wastewater**

**RK1 Availability of Wastewater Collection**

With the aim of maintaining stability and reducing the number of blockages and reducing the risk of environmental pollution, the Water Undertaker is required to flush annually at least 10% of the wastewater sewer system, i.e., approximately 100 km of wastewater sewer pipes. It must be ensured that the maximum number of 0.6 blockages per kilometer of wastewater sewer pipe per year is not exceeded.

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| **Information to be provided within an annual report:** |
| **RK1.1** Table: Number of sewer blockages over the preceding 5 years and number of blockages per kilometer of wastewater sewer pipe  **RK1.2** Table: Number of kilometers of wastewater sewer pipes pressure washed over the preceding 5 years |

**RK2 Quality of Treated Effluent from the Wastewater Treatment Plant**

**Quality Requirement**

The effluent treated by the Water Undertaker is required to comply with the applicable requirements.

**Reporting**

The Water Undertaker shall present to the City a summary report on the pollution parameters (incl. those under the water permit) (COD, total phosphorus, total nitrogen, suspended solids, oil products) and compliance with the limits within an annual report. The summary report shall outline the results by parameters, measured during the year under review at the inflow and outflow, and the treatment efficiency. For comparison, the report shall also provide the average results of the last 5 years by pollution parameters.

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| **Information to be provided within an annual report:** |
| **RK2** Summary overview of pollution parameters in wastewater |

**RK3 Accreditation and Annual Audit of the Wastewater Laboratory**

**Quality Requirement**

The Water Undertaker is required to have an accredited wastewater laboratory. The laboratory shall be accredited to EVS-EN ISO/IEC 17025 or an equivalent standard to perform analyses of the wastewater parameters listed in the water permit, issued by the Environmental Board.

The Water Undertaker may also order analyses to be carried out under the water permit from another accredited laboratory.

**Monitoring and Reporting**

An accreditation certificate of compliance with the requirements of EVS-EN ISO/IEC 17025 and an annex to the certificate describing the scope of accreditation must be presented to the City within an annual report.

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| **Information to be provided within an annual report:** |
| **RK3** Accreditation certificate of compliance with the requirements of EVS-EN ISO/IEC 17025 and annex to the certificate describing the scope of accreditation, issued to the laboratories of the Water Undertaker |

**RK4 Overflows**

**Quality Requirement**

Overflows in wastewater sewer system, the operation of which is permitted in the event of intense rainfall, shall be determined in the environmental permit. The Water Undertaker shall notify the City in writing of the operation of the emergency outlet and also of its closure.

**Reporting**

The Water Undertaker shall present to the City within an annual report a summary overview on the operation of the overflows and the estimated volumes of discharges released to the environment during the year under review.

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| **Information to be provided within an annual report:** |
| **RK4.1** Table: Volumes of treated effluent  **RK4.2** Table: Flows at the Wastewater Treatment Plant and overflows  **RK4.3** Certificate on emergency outlets and the overflows |

**RK5 Recovery of Stabilized Sewage Sludge (Sludge Processing)**

**Quality Requirement**

The Water Undertaker is required to process the stabilized sewage sludge generated during the year under review and direct the product to recovery or, if the application of suitable technological solutions is feasible, for the production of energy, to the extent possible. If the requirement to change the system arises from law, the Water Undertaker shall be granted a transitional period necessary for this purpose without this being considered a breach of the contract.

**Monitoring and Reporting**

The Water Undertaker shall report within an annual report the quantities for stabilization that the Water Undertaker had at the beginning of the year under review, and the amount of stabilised sewage sludge sent to recovery or energy production during the year under review.

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| **Information to be provided within an annual report:** |
| **RK5** Table: Stabilized sludge to recovery |

**RK6 Development of Sewer Networks**

**Quality Requirement**

With the aim of reducing the number of blockages and ensuring the functioning of the vital service and the sustainability of the public sewerage system, the Water Undertaker shall undertake to replace and rehabilitate and renovate the public sewer pipelines in the scope necessary for the functioning of the sewerage network, until the network rehabilitation study is completed. After completion of the study, the Water Undertaker shall carry out the renovation in accordance with the outcome of the study. The network rehabilitation study to be prepared will allow for a data-based assessment of the need for reconstruction of pipes and thus to target investments in areas where they have the greatest impact on the quality of service. To ensure security of supply and sustainability, pipes are replaced for those made from material with a longer life expectancy.

**Monitoring and Reporting**

The Water Undertaker is required to report within an annual report the length of the replaced and rehabilitated sewage pipes in meters.

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| **Information to be provided within an annual report:** |
| **RK6** Table: Public sewage pipes replaced and rehabilitated during the year under review, in meters |

1. **Quality Requirements for Other Services**

**MK1 Customer Service**

**Quality Requirement**

The structure of the Water Undertaker has a department for serving customers. The functions of the department include communicating with customers and resolving complaints, responding to inquiries and monitoring the performance of contracts with customers. All e-service messages, messages transmitted by letter or telephone or presented at the location of the Water Undertaker which are related to failures in the quality of service provided by the Water Undertaker, are considered as complaints. Complaints include, for example, all blockages in the sewerage system and failures in the pressure or quality (smell, taste, colour) of drinking water in the PWSS operated by the Water Undertaker. Records are kept of complaints, and records are kept of how much time it took to respond to each complaint in number of days.

The Water Undertaker is required to respond to complaints about floodings on the sewage sewerage system (i.e., the maintenance team must be mobilised) within four hours of receiving the flooding incident notice from the customer, and the Water Undertaker is required to ensure that it has the capacity to respond to such situations. The blockage on the wastewater sewer system operated by the Water Undertaker must be fixed not later than within 12 hours of receiving the flooding incident/blockage notice from the customer. In the event of a full-scale failure of the pipe, the Water Undertaker shall start the works to fix the failure as soon as possible after the circumstances have become evident, but the risk of sewer flooding resulting from the failure of the pipe shall be eliminated within 12 hours, by the application of temporary measures (e.g., over pumping, emptying with a vacuum tank). The Water Undertaker is required to respond to complaints about problems related to drinking water quality or pressure (i.e., the maintenance team must be mobilized and start identifying the reasons for the problem) no later than one working day after receiving the notice from the customer.

In other respects, the obligations of the Water Undertaker are fixed in the “**Promises to Customers**” which are readily available to the customer on the website of the Water Undertaker and which are renewed by the Water Undertaker and approved with the City.

**Monitoring and Reporting**

The number of customer complaints received in the year under review and information on failures to keep the Promises to Customers shall be provided within an annual report.

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| **Information to be provided within an annual report:** |
| **MK1.1** Table: Response to local wastewater sewer flooding within 4 hours  **MK1.2** Clearing blockages on public sewerage system within 12 hours  **MK1.3** Table: Response to complaints or enquiries within 10 business days  **MK1.4** Response to inquiries received via customer information line within 2 working days  **MK1.5** Response to customer inquiries received by e-mail within 3 working days  **MK1.6** Issue of the water meter accuracy verification results within 2 working days  **MK1.7** Restoring the water supply after interruption caused by an emergency within 24 hours  **MK1.8** Table: Number of complaints and enquiries by type and channel  Graph: Phone contacts  Graph: Written complaints  Graph: Written questions |

**MK2 Information Collection and Reporting**

**Quality Requirement**

The Water Undertaker is required to fully record all performance against each service quality requirement, specifying the compliance and non-compliance and the reasons therefor, along with the corrective measures taken.

**Monitoring and Reporting**

The Water Undertaker shall keep complete, accurate and reasonably detailed records of its activities in achieving and fulfilling the quality requirements, which must be available to the City and customers in accordance with the procedure provided in law and other applicable regulations.

**MK3 Performance Indicators**

**Quality Requirement**

The Water Undertaker shall report on its performance against the financial, operational and environmental performance indicators set forth by the Water Undertaker.

**Monitoring and Reporting**

Information on the performance indicators shall be provided to the City quarterly or annually according to the availability of the data.

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| **Information to be provided within an annual report:** |
| **MK2.1** Table: Financial indicators  **MK2.2** Table: Operational and environmental performance indicators |

**MK4 12-year Investment Plan**

**Quality Requirement**

Pursuant to § 4 (1) of the Public Water Supply and Sewerage Act, a public water supply and sewerage system shall be constructed on the basis of a Public Water Supply and Sewerage Development Plan approved by the City Council.

**Monitoring and Reporting**

The Water Undertaker shall present to the City an estimated 12-year investment plan for the Licensed Territory of the Water Undertaker (which shall be specified in the course of implementation), not later than 12 months after the Public Water Supply and Sewerage System Development Plan for Tallinn is adopted.

**MK5 Database Solutions**

**Quality Requirement**

The Water Undertaker shall develop new separate hydraulic calibrated GIS-based computer models of the water distribution network, water catchment and the wastewater sewer system, based on detailed underground assets and water catchment plans.

The new water model shall be completed by 2025 at the latest, the new water catchment model in 2024 and the new sewer collectors model in 2023 and the entire operated sewer system model in 2025.

**Monitoring and Reporting**

The City shall be informed of the progress made in developing and modernizing the model within an annual report.

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| **Information to be provided within an annual report:** |
| **MK5.1** Water model design process  **MK5.2** Water catchment model design process  **MK5.3** Sewer system model design process |

**MK6 ISO Certification**

**Quality Requirement**

The Water Undertaker is required to have its Quality Management System consistently certified against ISO 9001 standard, Environmental Management System against ISO 14001 standard, Eco-management and Audit System against EMAS scheme and the Occupational Health and Safety Management System against ISO 45001 standard.

**Monitoring and Reporting**

The Water Undertaker shall provide the City with the copies of the valid quality, occupational safety and environmental management system certificates within an annual report.

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| **Information to be provided within an annual report:** |
| **MK6.1** ISO 9001 certificate  **MK6.2** ISO 14001 certificate  **MK6.3** EMAS registration certificate  **MK6.4** ISO 45001 certificate |

**MK7 Promoting Customer Connections to Public Water Supply System**

**Quality Requirement**

Kose, Nõmme and Pirita are areas located within the Licensed Territory of the Water Undertaker are not yet fully connected to the public water supply system in 2022. The Water Undertaker shall, at least once a year, carry out an information campaign, notifying of the connection possibility and of the advantages of joining the public water supply system, incl. among the potential customers connecting in the said areas of Kose, Nõmme and Pirita.

**Monitoring and Reporting**

The Water Undertaker shall provide information within an annual report on the number of property owners notified and the number of registered immovables that have joined the public water supply system.

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| **Information to be provided within an annual report:** |
| **MK7** Table: Number of notified property owners and new public water supply connections completed during the year under review |

**MK8 Promoting Customer Connections to Public Sewerage System**

**Quality Requirement**

Areas of Nõmme, Lilleküla, Mustjõe, Merivälja, Kose, Maarjamäe, Kakumäe and Pirita, located within the Licensed Territory of the Water Undertaker, are not fully connected to the public sewerage system. The Water Undertaker shall, at least once a year, carry out an information campaign (sending letters by regular mail and/or e-mail), notifying of the connection possibility and of the advantages of joining the public sewerage system, incl. among the potential customers connecting in the said areas of Nõmme, Lilleküla, Mustjõe, Merivälja, Kose, Maarjamäe, Kakumäe and Pirita.

**Monitoring and Reporting**

The Water Undertaker shall provide information within an annual report on the number of property owners notified and the number of registered immovables which have joined the public sewerage system.

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| **Information to be provided within an annual report:** |
| **MK8** Table: Number of notified property owners and new public sewerage system connections completed during the year under review |

**MK9 Water Meters**

**Quality Requirement**

Each customer shall be provided with an individual water meter in accordance with the requirements provided in law. The Water Undertaker shall install a remote water meter for each customer, having a water metering unit that complies with the requirements, by 31 December 2027 at the latest.

By 31 December 2025, the Water Undertaker shall install remote water meters for at least 70% of its customers.

By 31 December 2027, the Water Undertaker shall install remote water meters for 100% of its customers, having a water metering unit that complies with the requirements.

The Water Undertaker shall be responsible for the installation of all equipment and shall bear the costs through the prices for water services.

The Water Undertaker shall be responsible for verifying all water meters according to the intervals specified in law or, where appropriate, more frequently in order to maintain the accuracy of the readings and, at the request of the customer, within three months of receiving the application.

**Monitoring and Reporting**

An annual report shall provide the City with information on remote water meters installed, by water meter diameter, as compared to the number of all other water meters of the Water Undertaker.

An annual report shall provide the City with the number of calibration tests of water meters carried out by the Water Undertaker, and the accuracy of readings before and after the tests, expressed as a percentage of the average daily flow rate.

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| **Information to be provided within an annual report:** |
| **MK9.1** Table: Summary of inspection of water meters in the previous 5 years  **MK9.2** Table: Number of customers equipped with water meters in the previous 5 years  **MK9.3** Table: Remote water meters by diameter compared to the number of all other water meters |

**MK10 Reducing Environmental Footprint**

**Quality Requirement**

According to a carbon footprint report commissioned by the Water Undertaking, 61,217 t of CO2eq was generated by the Company's operations in 2020. The Company shall aim to reduce the emissions annually, unless this proves impossible in terms of technology or under current legal regulation.

By the end of 2022 at the latest, the Water Undertaker shall prepare an Action Plan to reduce its environmental and carbon footprint. The Action Plan shall set out the sources of emissions, the activities/investments to be undertaken to reduce the emissions and the deadlines for meeting the targets. The Action Plan shall be reviewed and updated once a year. The Water Undertaker shall prepare an Environmental and Carbon Footprint Report at least once every three years in order to estimate the emissions generated by the Company.

**Monitoring and Reporting**

The Water Undertaker shall present to the City an Environmental and Carbon Footprint Reduction Plan and information on compliance therewith. In addition, an Environmental and Carbon Footprint Report shall be presented once every three years.

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| **Information to be provided within an annual report:** |
| **MK10.1** Environmental and Carbon Footprint Reduction Plan  **MK10.2** Environmental and Carbon Footprint Report  **MK10.3** Information on the achievement of the carbon footprint reduction targets set out in the City’s development documents, if such targets are set out and agreed separately with the Water Undertaker |

1. **Quality Requirements Related to Stormwater Service**

**SV1 Stormwater Outlets**

**Requirement**

The Water Undertaker shall inspect the stormwater outlets at locations and frequency specified in the environmental permit. The permitted limit values for stormwater pollutants are based on the limit values set out in the environmental permit. The Water Undertaker shall, along with the ownership of the assets, take over and ensure the validity of the water permits issued to the stormwater outlets owned by the City.

**Monitoring and Reporting**

The Water Undertaker shall report to the City the stormwater monitoring data during the year under review.

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| **Information to be provided within an annual report:** |
| **SV1.1** Table: Pollution parameters at stormwater outlets  **SV1.2** Table: Stormwater volumes  **SV1.3** Table: Amounts of precipitation in Tallinn by month |

**SV2 Development of Separate Stormwater Sewers**

The Water Undertaker shall undertake to carry out the construction, rehabilitation and renovation of the separate stormwater sewers to the extent agreed between the Parties within a calendar year.

**Monitoring and Reporting**

The Water Undertaker is required to report within an annual report the length of the new and rehabilitated separate stormwater sewers in meters.

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| **Information to be provided within an annual report:** |
| **SV2** Table: Separate stormwater sewers constructed during the year under review, in meters |

**SV3 Maintenance of Separate Stormwater Sewer Facilities**

The Water Undertaker shall undertake to perform pressure washing of separate stormwater sewer facilities during the year under review as follows: 20 km of pipelines, 4,000 pc of stormwater inlets.

**Monitoring and Reporting**

The Water Undertaker is required to report within an annual report the amount of separate stormwater sewers maintained, in kilometers, and the number of stormwater inlets maintained, in pieces.

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| **Information to be provided within an annual report:** |
| **SV3.1** Table: Stormwater inlets on separate stormwater sewers pressure washed during the year under review (pcs)  **SV3.2** Table: Separate stormwater sewer pipes pressure washed during the year under review (in kilometers) |

1. **Quality Requirements for Services Related to the Extraction of Water from Public Water Extraction Points**

**VV1 Water Extraction Point - hydrants**

**Quality Requirement**

The Water Undertaker shall ensure compliance with law and standards, as in force.

The free pressure data measured from hydrants maintained by the Water Undertaker shall conform to the standard, as in force.

The Water Undertaker is requited to ensure compliance of fire hydrants with the requirements provided in the Fire Safety Act and law established on the basis thereof.

The use of fire hydrant for other purposes than those provided in the special law is permitted only with the permission of the Water Undertaker. The extraction of water for maintenance works organized by the City shall be agreed between the Water Undertaker and the City institution. Water extraction shall not interfere with the operation of the water network.

The City shall provide free access to fire hydrant.

**Monitoring and Reporting**

The Water Undertaker is required to report to the City, within an annual report, on the compliance of fire hydrants with the requirements provided in the fire Safety Act and law established on the basis thereof. The Water Undertaker shall monitor the compliance of all hydrants operating within the Licensed Territory in accordance with the rules and with the frequency provided by law. When the hydrant does not comply with the requirements and the pipe construction works are required in order to bring it into conformity, the Water Undertaker is required to take measures to comply with the prescribed requirements during a period not exceeding 18 months. If law, as in force, significantly alters the requirements applicable to existing hydrants, including their design, marking, etc., then the hydrants will be brought in compliance within a period agreed separately between the Parties.

It is the responsibility of the City to accurately assess the consumption of water by the City from the water extraction point and to pay the Water Undertaker for the water used. The Water Undertaker may check the data presented by the City.

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| **Information to be provided within an annual report:** |
| **VV1** Table: Pressure measuring points |

**VV2 Water Extraction Points – Water Taps**

**Quality Requirement**

The Water Undertaker shall ensure the installation of water taps in public space at the earliest opportunity but not later than within 18 months from the date of request from the City, on the conditions provided in the Contract. Water taps in public space shall be in operation during 01.05-01.10, except when the night-time frosts occur by these dates, in which case the water taps may be closed. The required quality of drinking water supplied to the residents of the City must be ensured in accordance with law, as in force.

The Water Undertaker shall disclose and update information concerning the locations of public drinking water taps in co-operation with the City, including publish the corresponding information on the website of the Water Undertaker and, if possible, in different map applications that allow adding such information.

**Quality Requirement**

In the event of a failure of the water tap, the Water Undertaker shall ensure that the water tap is returned to operation within a maximum of two weeks after becoming aware of the failure during 01.05-01.10. Before 01.05, the operational status of the water taps shall be checked and repairs shall be carried out if necessary.

**Monitoring and Reporting**

Reporting on the number of water taps.

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| **Information to be provided within an annual report:** |
| **VV2** Table: List of water taps at the end of the previous year under review |

Annex 6 to the Administrative Contract

**List of Chain Houses**

|  |  |
| --- | --- |
| **No** | **Address** |
| 1 | Majaka 3,5,7,9,11,13,15,17,19 |
| 2 | Majaka 23,27,33 |
| 3 | Koorti 2, 8 |
| 4 | Koorti 11, 12, 14, 16 |
| 5 | Vormsi 12 |
| 6 | Muhu 2 |
| 7 | Kärberi 3, 8,12,14 |
| 8 | Kärberi 19, 21, 23, 22, 24, 26 |
| 9 | Kärberi 37, 41, 43 |
| 10 | Kärberi 54, 56 |
| 11 | Ümera 50a |
| 12 | Sinimäe 12 |
| 13 | Ümera 13a, 36, 32a, 42 |
| 14 | Ümera 10, 18, 24, 20a |
| 15 | Raadiku 13, 15, 19, 21, 23 |
| 16 | Raadiku 5 |
| 17 | Mahtra 52, 58, 64, 68 |
| 18 | Mahtra 8, 18 |
| 19 | Mahtra 28, 40 |
| 20 | Kahu tn 4 |
| 21 | Vikerlase tn 10 |
| 22 | Kalevipoja 5, 11 |
| 23 | Paekaare 24, 26, 28, 30, 34 |
| 24 | Paekaare 42,44,46,52,50,52a,78,68,70,72,74,78, Punane 31a,35 |
| 26 | Punane 23 25  Pae 27, 29, 31 |
| 27 | Pae 42 |
| 28 | Pae 50 50a |
| 29 | Pae 39, 45, Paekaare 2,6,8,10,14 |
| 30 | Vilde tee 132, 138, 142 |
| 31 | Akadeemia tee 16 |
| 32 | Ehitajate tee 52 54 56 58 |
| 33 | Vilde tee 100, 104 |
| 34 | Ehitajate tee 72, 78, 84, 88 |
| 35 | Vilde tee 90, 94 |
| 36 | Vilde tee 86 |
| 37 | Mustamäe tee 100, 102, Tammsaare tee 123,125,121,127,115 |
| 38 | Mustamäe tee 84, 86 |
| 39 | Mustamäe tee 149, 149a, 151, Sääse 3, 5, 7,9,11,13 |
| 40 | Kuklase 6, 12 |
| 41 | Sõpruse pst 190,194 |
| 42 | Tammsaare 101, 105 |
| 43 | Mustamäe tee 175, Vilde tee 78 |
| 44 | Sõpruse pst 204, 212, 216, 218 |
| 45 | Vilde tee 79 |
| 46 | Mustamäe tee 185, 185a |
| 47 | Mustamäe tee 195, Keskuse 4a |
| 48 | Sõpruse pst 244 |
| 49 | Sõpruse pst 236 |
| 50 | Sütiste 31 39 45 |
| 51 | Sõpruse pst 241,245,235,237 |
| 52 | Sõpruse pst 227,229 , 221, 215, Sütiste 26 |
| 53 | Sõpruse pst 219 |
| 54 | Sütiste tee 12, 14 |
| 55 | Tammsaare tee 59,65,67, Retke tee 6,8,10,12,14,22,24,26,28 |
| 56 | Siili 23 |
| 57 | Sõpruse pst 167, 169 |
| 58 | Vilde tee 82 |
| 59 | Vilde tee 67 |
| 60 | Vilde tee 55 |
| 61 | Vilde tee 61 |
| 62 | Sõpruse pst 226 |
| 63 | Sõpruse pst 213 |
| 64 | Sõpruse pst 211 |
| 65 | Õismäe tee 2,4 |
| 66 | Õismäe tee 40 |
| 67 | Õismäe tee 30, 32 |
| 68 | Õismäe tee 11 |
| 69 | Õismäe tee 33 |
| 70 | Õismäe tee 61 |
| 71 | Õismäe tee 87, 89, 91 |
| 72 | Õismäe tee 62 |
| 73 | Õismäe tee 54, 56 |
| 74 | Õismäe tee 74 |
| 75 | Õismäe tee 86 |
| 76 | Õismäe tee 106 |
| 77 | Õismäe tee 141, 143, 145 |
| 78 | Õismäe tee 126 |
| 79 | Õismäe tee 138, 140, 142, 144, 146, 148 |
| 80 | Õismäe tee 41, 43 |

(Signed digitally)