



DECIZIE

20 februarie 2024

nr. 01/03

Cu privire aprobarea Acordului de Suport pentru Proiect („Proiectul privind deşeurile solide în Moldova”) aferent Regiunii de Management a Deşeurilor nr. 8

În legătură cu Acordul de Împrumut între Republica Moldova și Banca Europeană de Reconstrucție și Dezvoltare (BERD) pentru Proiectul „Deșeuri solide în Republica Moldova”;

În legătură cu Tranșa II din Împrumutul din partea BERD care este alocată pentru finanțarea investițiilor în Regiunea de Management al Deșeurilor nr. 8;

În baza prevederilor Studiului de fezabilitate și a Studiului de decalaj la Studiul de fezabilitate pentru Regiunea de Management a Deșeurilor nr. 8, care a fost aprobat de către Ministerul Mediului;

Având în vedere angajamentul Primăriei or. Ocnîța de a participa la bunul mers al Proiectului „Deșeuri solide în Republica Moldova” (numit și „Proiectul privind deșeurile solide în Moldova”) confirmat prin Decizia Consiliului Orașenesc Ocnîța nr. 04/10 din 28.06.2023 „Cu privire la aprobarea Studiului de fezabilitate și Studiului de decalaj la Studiul de fezabilitate pentru Regiunea de Management a Deșeurilor nr. 8”;

În temeiul art. 14 alin. (2) lit. c) și h) din Legea nr. 436 din 28.12.2006 Privind administrația publică locală, în urma dezbaterilor, consiliul orașenesc,

DECIDE:

1. Se aprobă textul Acordului de Suport pentru Proiect („Proiectul privind deșeurile solide în Moldova”)/Project Support Agreement („Moldova Solid Waste Project”), aferent Regiunii de Management a Deșeurilor nr. 8 (se anexează).
2. Se împuternicește primarul orașului Ocnîța, Victor Artamaniuc să semneze Acordul de Suport pentru Proiect („Proiectul privind deșeurile solide în Moldova”)/Project Support Agreement („Moldova Solid Waste Project”), aferent Regiunii de Management a Deșeurilor nr. 8.

Președintele ședinței consiliului orașenesc

Vadim Martîniuc

Secretarul consiliului orașenesc



Mariana Scutelnic

(Operation Number 52512)

PROJECT SUPPORT AGREEMENT

(Moldova Solid Waste Project)

between

EDINET TOWN,

DONDUSENI TOWN,

OCNITA TOWN,

BRICENI TOWN

and

**EUROPEAN BANK
FOR RECONSTRUCTION AND DEVELOPMENT**

Dated [] 202[4]

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PROJECT SUPPORT AGREEMENT

AGREEMENT dated [] 202[4] between the **EDINET TOWN, DONDUSENI TOWN, OCNITA TOWN and BRICENI TOWN** (collectively referred to as the "**Key Local Public Authorities**" or "**Key LPAs**" and individually referred to as the "**Key Local Public Authority**" or "**Key LPA**"), and **EUROPEAN BANK FOR RECONSTRUCTION AND DEVELOPMENT** (the "**Bank**").

PREAMBLE

WHEREAS, the Republic of Moldova has requested assistance from the Bank with the financing of the Project as described in Schedule 1 of the Loan Agreement;

WHEREAS, pursuant to a loan agreement dated 4 January 2023 between the Republic of Moldova as Borrower and the Bank (the "Loan Agreement" as defined in the Standard Terms and Conditions), the Bank has agreed to make a loan to the Borrower in the amount of up to EUR 25 million (twenty five million Euro) (the "Loan" as defined in the Standard Terms and Conditions), subject to the terms and conditions set forth or referred to in the Loan Agreement;

WHEREAS, the Loan consists of four (4) Tranches with Tranche 2 (as defined in the Loan Agreement) in the amount of up to 7,140,000 (seven million one hundred forty thousand Euro) being directed to the critical improvements in the solid waste management system in WMZ 8 (as defined in the Loan Agreement);

WHEREAS, the Project in WMZ 8 will be carried out with support from the Key LPAs;

WHEREAS, the Bank intends to make available technical cooperation funds provided by donors in form of grants to finance a Corporate Development and Stakeholder Participation Programme (as defined in the Loan Agreement);

WHEREAS, in consideration for the Bank entering into the Loan Agreement with the Borrower, the Key LPAs has agreed to undertake the obligations as set forth herein.

NOW, THEREFORE, the parties hereby agree as follows:

ARTICLE I - STANDARD TERMS AND CONDITIONS; DEFINITIONS

Section 1.01. Incorporation of Standard Terms and Conditions

All of the provisions of the Bank's Standard Terms and Conditions dated 5 November 2021 (as amended by the Loan Agreement) are hereby incorporated into and made applicable to this Agreement with the same force and effect as if they were fully set forth herein (such provisions are hereinafter called the "Standard Terms and Conditions"). For the purposes of the Standard Terms and Conditions, this Agreement shall be deemed to be a "Project Agreement".

Section 1.02. Definitions

Wherever used in this Agreement (including the Preamble and Schedules), unless stated otherwise or the context otherwise requires, the terms defined in the Preamble have the respective meanings given to them therein and the terms defined in the Standard Terms and Conditions and the Loan Agreement have the respective meanings given to them therein.

Section 1.03. Interpretation

In this Agreement, a reference to a specified Article, Section or Schedule shall, except where stated otherwise in this Agreement, be construed as a reference to that specified Article or Section of, or Schedule to, this Agreement.

ARTICLE II – PROJECT SUPPORT OBLIGATIONS

Section 2.01. Project Support

The Key LPAs shall, unless the Bank shall otherwise agree:

(a) As soon as possible and in any case before the first drawdown from the Tranche 2, establish the Regional SWM Operator with respect to WMZ 8 and staff it with personnel acceptable to the Bank.

(b) Cooperate with the CDSPP Consultant to review and implement CDSPP Consultant's recommendations in relation to the planning of the Regional SWM Operator's activities, including the implementation of the Corporate Development and Stakeholder Participation Programme.

(c) As soon as possible and in any case prior to the date when the infrastructure items financed as part of the Project are commissioned (i.e., the assets are functional and the take-over minutes are signed) in WMZ 8:

- financially support the activities of the Regional SWM Operator related to Project implementation;
- ensure Regional SWM Operator's cooperation with the CDSPP Consultant and implementation of relevant recommendations;
- ensure Regional SWM Operator's cooperation with the PIU appointed by the Project Implementing Agency;
- support Regional SWM Operator's implementation of the Environmental and Social Action Plan (ESAP), stakeholder engagement plan (SEP) and other Project related conditionalities;
- not later than 12 months from the date when the CDSPP Consultant's assignment in WMZ 8 starts (consultancy contract is concluded) sign Inter-Municipal Cooperation Agreement (the "IMCA"), to be developed with the CDSPP Consultant's support.

(d) Together with the CDSPP Consultant and the Regional SWM Operator work closely with additional local public authorities in WMZ 8 so that more new local public

authorities become IMCA co-signatories to expand Regional SWM Operator's area of service and operation.

(e) Not later than 12 months from the date when the infrastructure items financed as part of the Project are commissioned (i.e., the assets are functional and the take-over minutes are signed) in WMZ 8 (except for the investments related to the multiple minor dumpsite closures):

- sign the Public Service Contract with the Regional SWM Operator for municipal solid waste collection and delivery to the regional installations, *inter alia* setting forth the terms of payment for the services of the Regional SWM Operator (e.g. municipal solid waste collection and delivery to the regional installations – transfer stations), as well as the user charges (tariffs) for the rendered services;
- transfer the solid waste management services from the current operator(s) (if applicable) to the Regional SWM Operator;
- grant the Regional SWM Operator the right of use over collection vehicles and equipment acquired under the Project, or other relevant assets as appropriate.

(f) Undertake any actions necessary as to enable the Regional SWM Operator to assume its full role as the solid waste management operator in WMZ 8. Cooperate with the Regional SWM Operator and the CDSPP Consultant in matters relating to regional solid waste management operations planning, estimation of the user charges (tariffs) and gate fees required to achieve the cost recovery of the regional solid waste management service.

(g) Ensure the adjustment of user charges (tariffs) to cost recovery levels of the regional solid waste management system (based on the corresponding request from the Regional SWM Operator containing such user charges (tariffs) adjustment estimations), as to be sufficient to fully and timely service the obligations of the Key LPAs and, if relevant, other local public authorities under the Public Service Contract, to be achieved as soon as possible but not later than 12 months from the date when the infrastructure items financed as part of the Project are commissioned (i.e., the assets are functional and the take-over minutes are signed) and available to the Regional SWM Operator in WMZ 8.

(h) Cause the Regional SWM Operator to:

- cooperate with the PIU on all Project related matters;
- co-sign, alongside Project Implementing Agency, the consultancy contract for the CDSPP;
- in coordination with the PIU, take part in the tender evaluation and, if appropriate, act as the co-signatory for the contracts with the providers of works, goods and services;
- timely provide to the PIU all relevant information related to the Project implementation progress and status, to enable PIU's reporting to the Bank and the Co-financier in a timely manner;
- not later than 12 months from the date when the infrastructure items financed as part of the Project are commissioned (i.e., the assets are functional and the take-over minutes are signed) in WMZ 8 (except for the investments related to the multiple minor dumpsite closures), sign the Public Service Contract with the Key LPAs and other willing local public authorities *inter alia* setting forth the terms of payment for the services of the Regional SWM Operator (e.g. municipal solid

- waste collection and delivery to the regional infrastructure – transfer stations), as well as the user charges (tariffs) for the rendered services;
- not later than 6 months from the date when the infrastructure items financed as part of the Project are commissioned (i.e., the assets are functional and the take-over minutes are signed) in WMZ 8 (except for the investments related to the multiple minor dumpsite closures) sign any relevant and necessary agreement(s) with the Public Property Agency of the Republic of Moldova, or any other relevant governmental entity of the Republic of Moldova, in relation to the granting of the right of use over the relevant regional infrastructure;
 - closely cooperate with the CDSPP Consultant, including, but not limited to the implementation of:
 - Environmental and Social Action Plan (ESAP);
 - stakeholder engagement plan (SEP);
 - Corporate Development and Stakeholder Participation Programme and regional solid waste management services planning;
 - estimating the required user charges (tariff) adjustments and gate fees adjustments;
 - IMCA development and, thereafter, in promoting the IMCA to additional local public authorities in WMZ 8 to encourage signing of the IMCA by as many local public authorities as possible.
 - undertake gradual take-over/acceptance of the Project deliverables (assets) designated for the regional solid waste management infrastructure, municipal solid waste collection and transportation to the regional installations;
 - timely initiate the formal processes required for the periodic adjustments of user charges (tariffs) and gate fees, and timely submission of such proposals for the approval by the LPAs.
- (i) Take all action necessary to provide adequate funds for the completion of the Project in WMZ 8, including any financing that may be required for the purposes of the relevant access roads infrastructure to the Project sites.
- (j) Comply with each of the undertakings set out in the Loan Agreement which the Borrower have agreed to procure that a Key LPA will comply with.

ARTICLE III - MISCELLANEOUS

Section 3.01. Cancellation and Suspension

Notwithstanding any cancellation or suspension under Article VII of the Standard Terms and Conditions, all of the provisions of this Agreement shall continue in full force and effect.

Section 3.02. Notices

The following addresses are specified for purposes of Section 10.01 of the Standard Terms and Conditions:

For Donduseni Town:

Donduseni Town Hall

49 Independentei Street
Donduseni Town
Republica Moldova

Attention: Mayor of Donduseni

Email: primariadonduseni@mail.ru

For Edinet Town:

Edinet Town Hall

30 Octavian Cerimpei Street
Edinet Town
Republic of Moldova

Attention: Mayor of Edinet

Email: primaria.edinet.contact@gmail.com

For Briceni Town:

Briceni Town Hall

28 Independentei Street
Briceni Town
Republic of Moldova

Attention: Mayor of Briceni

Email: primaria.briceni@inbox.ru

For Ocnita Town:

Ocnita Town Hall

1 Mihai Viteazu Street
Ocnita Town
Republic of Moldova

Attention: Mayor of Ocnita

Email: primaria.ocnita@mail.ru

European Bank for Reconstruction and Development

5 Bank Street
London E14 4BG
United Kingdom

Attention: Operation Administration Department / Operation No. 52512

Telephone: +44 20 7338 6000

Email: oad@ebrd.com

Section 3.03. Legal Opinion

For the purposes of the Section 6.02(b) of the Loan Agreement, each of the Key LPAs shall furnish, or cause to be furnished, to the Bank an opinion (in form and substance satisfactory to the Bank) by an in-house legal counsel of each relevant Key LPA or any other legal professional holding an equivalent position at the relevant Key LPA, confirming that this Agreement, has been duly approved by, and executed and delivered on behalf of each of the Key LPAs and constitutes valid and legally binding obligations of the Key LPAs, enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorised representatives, have caused this Agreement to be signed in six copies and delivered at Chişinău, the Republic of Moldova as of the day and year first above written.

DONDUSENI TOWN

By: _____

Name: Zloi Ion

Title: Mayor

EDINET TOWN

By: _____

Name: Cojocaru Constantin

Title: Mayor

BRICENI TOWN

By: _____

Name: Gorodinschi Vitalii

Title: Mayor

OCNITA TOWN

By: _____

Name: Artamaniuc Victor

Title: Mayor



**EUROPEAN BANK
FOR RECONSTRUCTION AND DEVELOPMENT**

By: _____

Name:

Title: