

**EXECUTION VERSION**

(Operation Number 52512)

**LOAN AGREEMENT**  
**(Moldova Solid Waste Project)**

between

**REPUBLIC OF MOLDOVA**

and

**EUROPEAN BANK  
FOR RECONSTRUCTION AND DEVELOPMENT**

Dated 4 January 2023

*A. Cosor*

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## LOAN AGREEMENT

AGREEMENT dated 4 January 2023 between REPUBLIC OF MOLDOVA (the "Borrower") and EUROPEAN BANK FOR RECONSTRUCTION AND DEVELOPMENT (the "Bank").

### PREAMBLE

WHEREAS, the Bank has been established to provide financing for specific projects to foster the transition towards open market-oriented economies and to promote private and entrepreneurial initiative in certain countries committed to and applying the principles of multiparty democracy, pluralism and market economics;

WHEREAS, the Borrower intends to implement the Project as described in Schedule 1 which is designed to assist the Borrower in implementing critical improvements in the solid waste management system across the country in each WMZ (as defined below);

WHEREAS, the Borrower has requested assistance from the Bank in financing part of the Project;

WHEREAS, the Project will be carried out with support from the Key LPAs (as defined below);

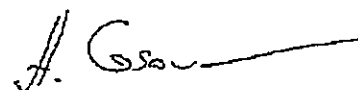
WHEREAS, the Bank is in the process of arranging funds on a grant basis to assist the Borrower in implementing the Project, subject to the terms and conditions to be set forth in each relevant Grant Agreement between the Bank and the Borrower;

WHEREAS, the Bank is in the process of arranging technical cooperation funds on a grant basis to assist the Borrower in implementing the Project by providing funding for the assignment of the relevant Consultant; subject to the terms and conditions to be set forth in the agreement(s) (each a "TC Grant Agreement") between the Bank and the Borrower;

WHEREAS, the Borrower has contracted a loan from the European Investment Bank (the "Co-financier") in the amount not exceeding EUR 25 million (twenty five million Euro) to assist in financing Parts A, B and C of the Project, subject to the terms and conditions set forth in the agreement (the "EIB Co-financing Agreement") between the Borrower and the Co-financier; and

WHEREAS, the Bank has agreed on the basis of, *inter alia*, the foregoing to make a loan to the Borrower in the amount not exceeding EUR 25 million (twenty five million Euro), subject to the terms and conditions set forth or referred to in this Agreement and each Project Support Agreement between the relevant Key LPAs and the Bank.

NOW, THEREFORE, the parties hereby agree as follows:



## ARTICLE I - STANDARD TERMS AND CONDITIONS; DEFINITIONS

### Section 1.01. Incorporation of Standard Terms and Conditions

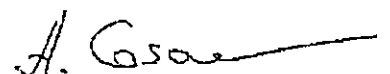
All of the provisions of the Bank's Standard Terms and Conditions dated 5 November 2021 are hereby incorporated into and made applicable to this Agreement with the same force and effect as if they were fully set forth herein, subject, however, to the following modifications (such provisions as so modified are hereinafter called the "Standard Terms and Conditions"):

(a) The definition of the "Available Amount" contained in Section 2.02 (*Definitions*) of the Standard Terms and Conditions shall, for purposes of this Agreement, be modified to read as follows:

"Available Amount" means (i) until but not including the Tranche 2 Availability Date or Tranche 3 Availability Date, whichever is earlier, so much of Tranche 1 and Tranche 4 of the Loan as shall not, from time to time, have been cancelled or drawn down or made subject to a conditional or unconditional Reimbursement Commitment; and (ii), if Tranche 2 Availability Date occurs before Tranche 3 Availability Date, until but not including Tranche 3 Availability Date, so much of Tranche 1, Tranche 2 and Tranche 4 the Loan, as the case may be, as shall not, from time to time, have been cancelled or drawn down or made subject to a conditional or unconditional Reimbursement Commitment; and (iii), if Tranche 3 Availability Date occurs before Tranche 2 Availability Date, until but not including Tranche 2 Availability Date, so much of Tranche 1, Tranche 3 and Tranche 4 the Loan, as the case may be, as shall not, from time to time, have been cancelled or drawn down or made subject to a conditional or unconditional Reimbursement Commitment; and (iv) from and including the Tranche 2 Availability Date and the Tranche 3 Availability Date, whichever is later, provided that both the Tranche 2 Availability Date and the Tranche 3 Availability Date have occurred, so much of the Loan as shall not, from time to time, have been cancelled or drawn down or made subject to a conditional or unconditional Reimbursement Commitment (and all capitalised terms used in this definition and which are not otherwise defined herein shall have the meanings ascribed to those terms in the Loan Agreement)."

(b) Section 3.05 (*Commitment Charge and Front-End Commission*) of the Standard Terms and Conditions shall, for purposes of this Agreement, be modified to read as follows:

"(a) The Borrower shall pay to the Bank a commitment charge at the rate specified in the Loan Agreement, payable on the total of the Available Amount plus



any amount of the Loan that is subject to a Reimbursement Commitment and is not yet drawn down, provided that the Commitment Charge payable on the amount of the Loan subject to an unconditional Reimbursement Commitment shall be 0.5% per annum greater than the rate of the Commitment Charge specified in the Loan Agreement. The Commitment Charge shall accrue:

(1) with respect to each of Tranche 1 and Tranche 4, from the date sixty (60) days after the date of the Loan Agreement;

(2) with respect to Tranche 2, from the date seven (7) days after the Tranche 2 Availability Date; and

(3) with respect to Tranche 3, from the date seven (7) days after the Tranche 3 Availability Date,

or, in the case of Commitment Charge payable on the amount of the Loan subject to an unconditional Reimbursement Commitment, from the date of issuance of such unconditional Reimbursement Commitment, and shall accrue and be calculated on the same basis as interest under Section 3.04(b)(ii). The Commitment Charge shall be payable on each Interest Payment Date (even though no interest may be payable on such date) commencing on the first Interest Payment Date following the Effective Date.

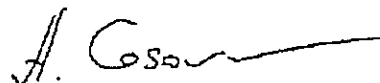
(b) The Borrower shall pay to the Bank a front-end commission equal to one per cent (1%) (or such other amount specified in the Loan Agreement) of the principal amount of the relevant Tranche.

(c) The Bank shall, on behalf of the Borrower, withdraw from the Available Amount on the Effective Date, or within seven (7) days thereafter, and pay to itself the amount of the Front-end Commission payable pursuant to Section 3.05(b) with respect to Tranche 1 and Tranche 4.

(d) The Borrower may opt to pay the Front-end Commission with respect to Tranche 1 and Tranche 4 out of its own resources and in this event such Front-end Commission shall be due and payable with respect to Tranche 1 and Tranche 4 within seven (7) days after the Effective Date.

(e) The Bank shall, on behalf of the Borrower, withdraw from the Available Amount on the Tranche 2 Availability Date, or within seven (7) days thereafter, and pay to itself the amount of the Front-end Commission payable pursuant to Section 3.05(b) with respect to Tranche 2. The Bank shall, on behalf of the Borrower, withdraw from the Available Amount on the Tranche 3 Availability Date, or within seven (7) days thereafter, and pay to itself the amount of the Front-end Commission payable pursuant to Section 3.05(b) with respect to Tranche 3.

(f) The Borrower may opt to pay the Front-end Commission with respect to Tranche 2 out of its own resources and in this event such Front-end Commission shall be due and payable with respect to Tranche 2 within seven (7) days after Tranche 2 Availability Date. The Borrower may opt to pay the Front-end Commission with respect to Tranche 3 out of its own resources and in this event



such Front-end Commission shall be due and payable with respect to Tranche 3 within seven (7) days after Tranche 3 Availability Date.

(g) All capitalized terms used in this Section 3.05 and not otherwise defined in these Standard Terms and Conditions shall have the meaning ascribed to those terms in the Loan Agreement."

(c) For the purposes of Section 9.01 (*Effective Date*) of the Standard Terms and Conditions, it is hereby agreed that each of WMZ 8 Project Support Agreement and WMZ 1 Project Support Agreement will become effective on their respective signing date and, accordingly, Section 9.02 (*Conditions Precedent to Effectiveness*) and Section 9.03 (*Legal Opinion*) shall not apply to the WMZ 8 Project Support Agreement or the WMZ 1 Project Support Agreement.

(d) For the purposes of the Standard Terms and Conditions, each Project Support Agreement shall be deemed to be a "Project Agreement", and each Key LPA shall be deemed to be a "Project Entity".

(e) The definition of the "Loan Repayment Date" contained in Section 2.02 (*Definitions*) of the Standard Terms and Conditions shall, for purposes of this Agreement, be modified to read as follows:

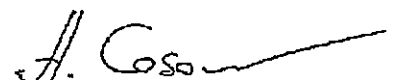
"Loan Repayment Date" means Tranche 1 Repayment Date, Tranche 2 Repayment Date, Tranche 3 Repayment Date or Tranche 4 Repayment Date (as these terms are defined in the Loan Agreement)."

#### **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, the terms defined in the Standard Terms and Conditions have the respective meanings given to them therein and the following terms have the following meanings:

"Associated Facilities" mean facilities or activities that are not financed by the the Bank as part of the project but which in the view of the Bank are significant in determining the success of the project or in producing agreed project outcomes. These are new facilities or activities: (i) without which the project would not be viable, and (ii) would not be constructed, expanded, carried out or planned to be constructed or carried out if the project did not exist.

"Authorisation" means any consent, registration, filing, agreement, notarisation, certificate, license, approval, permit, authority or exemption from, by or with any Governmental Authority, whether given or withheld by express action or deemed given or withheld by failure to act within any specified time period and all corporate, creditors' and shareholders' approvals or consents.



<p>"Borrower's Authorised Representative"</p>	<p>means the Minister of Finance of the Borrower.</p>
<p>"CDSPP Consultant" or "Corporate Development and Stakeholder Participation Programme Consultant"</p>	<p>means the consultant employed to perform, among other assignments, the following: (i) provide support towards institutional strengthening of a Regional WSM Operator in each WMZ to ensure the sustainability of its operations, (ii) assist each Regional WSM Operator with development and signing of Public Service Contract, (iii) assist each Regional WSM Operator to implement the relevant Corporate Development and Stakeholder Participation Programme, whose assignment is expected to be funded, in whole or in part, under the relevant TC Grant Agreement.</p>
<p>"ClientNet"</p>	<p>means the Bank's online portal for the transmission of documents and information between the Bank and its clients, and any replacement website as the Bank may from time to time notify the Borrower.</p>
<p>"Consultant"</p>	<p>means the CDSPP Consultant or the PISCSC Consultant.</p>
<p>"Designated Performance Requirements"</p>	<p>means Performance Requirements 1 through 8 and 10 (or, as the context may require, any one of such Performance Requirements) of the Performance Requirements dated April 2019 and related to the Bank's Environmental and Social Policy dated April 2019.</p>
<p>"ESP Grant Agreement"</p>	<p>means a grant agreement between the Bank and the Borrower providing for an investment grant from the Eastern Europe Energy Efficiency and Environment Partnership of up to EUR 5.6 million to co-finance investments related to Tranche 1.</p>
<p>"Enforcement Policy and Procedures"</p>	<p>means the Bank's Enforcement Policy and Procedures dated 4 October 2017.</p>
<p>"Environmental and Social Action Plan"</p>	<p>means, in relation to each WMZ, a plan of environmental and social mitigation and improvement measures:</p> <p>(a) with respect to WMZ 5, a copy of which is attached hereto as Schedule 4; and</p>

(b) with respect to each other WMZ, approved by the Bank and delivered in accordance with Section 6.05 or Section 6.06, as relevant,

as such plan may be amended from time to time with the prior written consent of the Bank in accordance with Section 3.04(d).

"Environmental and Social Law"

means any applicable law in the Republic of Moldova, concerning the protection of the environment, workers, communities or project affected people.

"Environmental and Social Matter"

means any matter that is the subject of any Environmental and Social Law, any Designated Performance Requirement or the Environmental and Social Action Plan.

"Fiscal Year"

means the Borrower's fiscal year commencing on 1 January of each year.

"Governmental Authority"

means the government of the Borrower, or of any political subdivision thereof, whether state, regional or local, and any agency, authority, branch, department, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government or any subdivision thereof (including any supra-national bodies), and all officials, agents and representatives of each of the foregoing.

"Grant Agreement"

means each of:

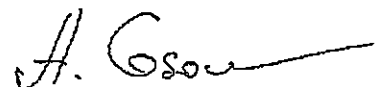
(a) the E5P Grant Agreement; and

(b) such other investment grant agreement entered into by the Bank and the Borrower with respect to funds provided to the Borrower on a grant basis to assist the Borrower in implementing Part B and Part C of the Project, as the case may be, as the Borrower and the Bank may designate as a Grant Agreement.

"Key Local Public Authority" or "Key LPA"

means:

(a) with respect to WMZ 5, each of Ungheni town, Nisporeni town and Calarasi town; and



(b) with respect to each of WMZ 1 and WMZ 8, a local authority (authorities) of such administrative unit(s) that are critical for the viability of the Project in the respective WMZ as may be agreed between the Borrower and the Bank and designated as a Key LPA with respect to that WMZ in the relevant Project Support Agreement.

- "Loan Currency" means Euro.
- "PIU" means the project implementation unit referred to in Section 3.02.
- "PISCSC Consultant" or "Project Implementation Support and Construction Supervision Consultant" means the consultant employed to perform, among other assignments, the following: (i) assist with capacity building of the PIU, (ii) assist with Project related procurement, tendering and contract implementation and supervision; and (iii) assistance with compliance & reporting obligations under this Agreement and the Project Support Agreements, whose assignment is expected to be funded, in whole or in part, under the relevant TC Grant Agreement.
- "Project Implementing Agency" means the Ministry of Environment of the Borrower.
- "Project Support Agreement" means WMZ 5 Project Support Agreement, WMZ 8 Project Support Agreement or WMZ 1 Project Support Agreement.
- "Public Service Contract" means, with respect to each WMZ, a contract between the relevant Key LPAs and, if relevant, other local public authorities and the relevant Regional SWM Operator for municipal solid waste collection and delivery to the regional installations, setting forth, among other things, 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.
- "Regional SWM Operator" means, with respect to each WMZ, an inter-municipal joint stock company to be established in each WMZ by the Key LPAs of the respective WMZ with the purpose of providing solid waste management services within the respective WMZ and participating in implementation of the relevant part of the Project, in particular, by taking

over the right of use of the Project's assets within the relevant WMZ from the Borrower and the Key LPAs and operating the regional solid waste infrastructure.

"Special Account" means the special deposit account referred to in Section 2.03 and Schedule 3.

"Corporate Development and Stakeholder Participation Programme" means, with respect to each WMZ, a programme to be developed by CDSPP Consultant as part of its assignment, approved by the Bank.

"Tranche" means any of Tranche 1, Tranche 2, Tranche 3 or Tranche 4.

"Tranche 1" means the amount of the Loan referred to in Section 2.01(b)(1).

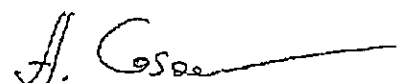
"Tranche 1 Repayment Date" means any day falling on one of the dates specified in the this Agreement for repayment of the principal of Tranche 1, provided, however, that, if any Tranche 1 Repayment Date would otherwise fall on a day which is not a Business Day, such Tranche 1 Repayment Date shall be changed to the next succeeding Business Day in the same calendar month or, if there is no succeeding Business Day in the same calendar month, the immediately preceding Business Day.

"Tranche 2" means the amount of the Loan referred to in Section 2.01(b)(2).

"Tranche 2 Availability Date" has the meaning assigned to it in Section 2.01(c)(2).

"Tranche 2 Availability Notice" has the meaning assigned to it in Section 2.01(c)(2).

"Tranche 2 Repayment Date" means any day falling on one of the dates specified in the this Agreement for repayment of the principal of Tranche 2, provided, however, that, if any Tranche 2 Repayment Date would otherwise fall on a day which is not a Business Day, such Tranche 2 Repayment Date shall be changed to the next succeeding Business Day in the same calendar month or, if there is no succeeding Business Day in the same calendar month, the immediately preceding Business Day.



"Tranche 3" means the amount of the Loan referred to in Section 2.01(b)(3).

"Tranche 3 Availability Date" has the meaning assigned to it in Section 2.01(c)(3).

"Tranche 3 Availability Notice" has the meaning assigned to it in Section 2.01(c)(3).

"Tranche 3 Repayment Date" means any day falling on one of the dates specified in the this Agreement for repayment of the principal of Tranche 3, provided, however, that, if any Tranche 3 Repayment Date would otherwise fall on a day which is not a Business Day, such Tranche 3 Repayment Date shall be changed to the next succeeding Business Day in the same calendar month or, if there is no succeeding Business Day in the same calendar month, the immediately preceding Business Day.

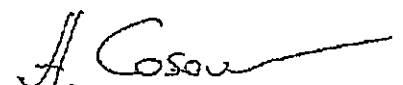
"Tranche 4" means the amount of the Loan referred to in Section 2.01(b)(4).

"Tranche 4 Repayment Date" means any day falling on one of the dates specified in the this Agreement for repayment of the principal of Tranche 4, provided, however, that, if any Tranche 4 Repayment Date would otherwise fall on a day which is not a Business Day, such Tranche 4 Repayment Date shall be changed to the next succeeding Business Day in the same calendar month or, if there is no succeeding Business Day in the same calendar month, the immediately preceding Business Day.

"WMZ" or "Waste Management Zone" means any of WMZ 1, WMZ 5 or WMZ 8.

"WMZ 1" means the administrative territory of Cahul, Cantemir, Taraclia rayons of the Republic of Moldova, as well as Vulcănești, Ceadr-Lunga and Comrat rayons of the Autonomous Territorial Unit Gagauzia of the Republic of Moldova.

"WMZ 1 Project Support Agreement" means an agreement entered into by the Bank and the Key LPAs with respect to WMZ 1, substantially in the form of WMZ 5 Project Support Agreement.



- "WMZ 5" means the administrative territory of Ungheni, Nisporeni and Calarasi rayons of the Republic of Moldova.
- "WMZ 5 Project Support Agreement" means an agreement entered into by the Bank and the Key LPAs with respect to WMZ 5.
- "WMZ 8" means the administrative territory of Briceni, Edinet, Ocnita and Donduseni rayons of the Republic of Moldova.
- "WMZ 8 Project Support Agreement" means an agreement entered into by the Bank and the Key LPAs with respect to WMZ 8, substantially in the form of WMZ 5 Project Support Agreement.

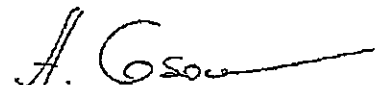
### **Section 1.03. Interpretation**

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 - PRINCIPAL TERMS OF THE LOAN**

### **Section 2.01. Amount and Currency**

- (a) The Bank agrees to lend to the Borrower, on the terms and conditions set forth or referred to in this Agreement, the amount not exceeding EUR 25 million (twenty five million Euro).
- (b) The Loan shall consist of four (4) Tranches, as follows:
- (1) Tranche 1 in the amount of EUR 6,940,000 (six million nine hundred forty thousand Euro);
  - (2) Tranche 2 in the amount of EUR 7,140,000 (seven million one hundred forty thousand Euro);
  - (3) Tranche 3 in the amount of EUR 10,320,000 (ten million three hundred twenty thousand EUR); and
  - (4) Tranche 4 in the amount of EUR 600,000 (six hundred thousand Euro).
- (c) Notwithstanding anything to the contrary expressed or implied in this Agreement:
- (1) Tranche 1 and Tranche 4 are committed from the date of this Agreement;



(2) Tranche 2 is uncommitted and the Borrower shall have no right to request Drawdowns of and the Bank shall have no obligation to make any disbursements of Tranche 2, unless it shall have first determined (in its sole and absolute discretion and notwithstanding any fulfilment or waiver of the conditions referred to in Section 2.01(d) below), upon written request from the Borrower, that it is prepared to make Tranche 2 available for Drawdowns and shall have notified the Borrower in writing of such positive determination (if any) (the "Tranche 2 Availability Notice"), with such Tranche 2 Availability Notice countersigned by the Borrower. Subject to Section 2.01(d) of this Agreement, Tranche 2 shall become available for Drawdowns on the date when the Tranche 2 Availability Notice is countersigned by the Borrower, subject to the terms set out in that notice, but not later than on the date falling on the fourth (4<sup>th</sup>) anniversary of this Agreement (the "Tranche 2 Availability Date"); and

(3) Tranche 3 is uncommitted and the Borrower shall have no right to request Drawdowns of and the Bank shall have no obligation to make any disbursements of Tranche 3, unless it shall have first determined (in its sole and absolute discretion and notwithstanding any fulfilment or waiver of the conditions referred to in Section 2.01(e) below), upon written request from the Borrower, that it is prepared to make Tranche 3 available for Drawdowns and shall have notified the Borrower in writing of such positive determination (if any) (the "Tranche 3 Availability Notice"), with such Tranche 3 Availability Notice countersigned by the Borrower. Subject to Section 2.01(e) of this Agreement, Tranche 3 shall become available for Drawdowns on the date when the Tranche 3 Availability Notice is countersigned by the Borrower, subject to the terms set out in that notice, but not later than on the date falling on the fourth (4<sup>th</sup>) anniversary of this Agreement (the "Tranche 3 Availability Date").

(d) The Borrower shall have the right to submit a written request to the Bank in respect of availability of Tranche 2 referred to in Section 2.01(c)(2) above, only upon the following conditions being fulfilled (in form and substance satisfactory to the Bank) or waived (in the Bank's sole and absolute discretion), whether in whole or in part:

(1) any necessary or desired (in the Bank's opinion) due diligence (e.g. feasibility study gap-analysis report by an independent consultant) in respect of the investments to be financed by the proceeds of Tranche 2 has been completed;

(2) the Project Implementing Agency has endorsed the relevant due-diligence report and recommendations; and

(3) the Bank shall have received an original of the Borrower's written request in respect of availability of Tranche 2.

(e) The Borrower shall have the right to submit a written request to the Bank in respect of availability of Tranche 3 referred to in Section 2.01(c)(3) above, only upon the following conditions being fulfilled (in form and substance satisfactory to the Bank) or waived (in the Bank's sole and absolute discretion), whether in whole or in part:

(1) any necessary or desired (in the Bank's opinion) due diligence (e.g. feasibility study gap-analysis report by an independent consultant) in respect of the investments to be financed by the proceeds of Tranche 3 has been completed;

(2) the Project Implementing Agency has endorsed the relevant due-diligence report and recommendations; and

(3) the Bank shall have received an original of the Borrower's written request in respect of availability of Tranche 3.

**Section 2.02. Other Financial Terms of the Loan**

(a) The Minimum Drawdown Amount shall be EUR 200,000 (two hundred thousand Euro).

(b) The Minimum Prepayment Amount shall be EUR 500,000 (five hundred thousand Euro).

(c) The Minimum Cancellation Amount shall be EUR 500,000 (five hundred thousand Euro).

(d) The Interest Payment Dates shall be the 10<sup>th</sup> of March and the 10<sup>th</sup> of September of each year.


(e) (1) The Borrower shall repay the Loan as follows:

(A) Tranche 1 shall be repaid in equal (or as nearly equal as possible) semi-annual instalments on each Interest Payment Date, with the first Tranche 1 Repayment Date being the first Interest Payment Date falling on or immediately after the fourth (4<sup>th</sup>) anniversary of this Agreement and the last Tranche 1 Repayment Date being the Interest Payment Date falling on or immediately before the fifteenth (15<sup>th</sup>) anniversary of this Agreement;

(B) Tranche 2 shall be repaid in equal (or as nearly equal as possible) semi-annual instalments on each Interest Payment Date, with the first Tranche 2 Repayment Date being the first Interest Payment Date falling on or immediately after the fourth (4<sup>th</sup>) anniversary of Tranche 2 Availability Date and the last Tranche 2 Repayment Date being the Interest Payment Date falling on or immediately before the fifteenth (15<sup>th</sup>) anniversary of Tranche 2 Availability Date;

(C) Tranche 3 shall be repaid in equal (or as nearly equal as possible) semi-annual instalments on each Interest Payment Date, with the first Tranche 3 Repayment Date being the first Interest Payment Date falling on or immediately after the fourth (4<sup>th</sup>) anniversary of Tranche 3 Availability Date and the last Tranche 3 Repayment Date being the Interest Payment Date falling on or immediately before the fifteenth (15<sup>th</sup>) anniversary of Tranche 3 Availability Date; and

(D) Tranche 4 shall be repaid in equal (or as nearly equal as possible) semi-annual instalments on each Interest Payment Date, with the first Tranche 4 Repayment Date being the first Interest Payment Date falling on or immediately after the fourth (4<sup>th</sup>) anniversary of this Agreement and the last



Tranche 4 Repayment Date being the Interest Payment Date falling on or immediately before the fifteenth (15<sup>th</sup>) anniversary of this Agreement.

- (2) Notwithstanding the foregoing, in the event that (i) the Borrower does not draw down the entire amount of a Tranche prior to the respective first Loan Repayment Date specified in this Section 2.02.(e), and (ii) the Bank extends the Last Availability Date for the respective Tranche specified in Section 2.02.(f) below to a date which falls after such first Loan Repayment Date, then the amount of each drawdown made on or after the relevant first Loan Repayment Date shall be allocated for repayment in equal amounts to the several Loan Repayment Dates relating to that Tranche which fall after the date of such drawdown (with the Bank adjusting the amounts so allocated as necessary so as to achieve whole numbers in each case). The Bank shall, from time to time, notify the Borrower of such allocations.
- (f) The Last Availability Date shall be:
- (1) with respect to Tranche 1, the date which is four (4) years after the date of this Agreement or such later date that the Bank may in its discretion establish and notify to the Borrower;
- (2) with respect to Tranche 2, the date which is four (4) years after the Tranche 2 Availability Date or such later date that the Bank may in its discretion establish and notify to the Borrower;
- (3) with respect to Tranche 3, the date which is four (4) years after the Tranche 3 Availability Date or such later date that the Bank may in its discretion establish and notify to the Borrower; and
- (4) with respect to Tranche 4, the date which is four (4) years after the date of this Agreement or such later date that the Bank may in its discretion establish and notify to the Borrower.
- (g) The rate of the Commitment Charge shall be 0.5% per annum.
- (h) The Loan is subject to a Variable Interest Rate.

### **Section 2.03. Drawdowns and Special Account**

- (a) The Available Amount may be drawn down from time to time in accordance with the provisions of Schedule 2 to finance expenditures made (or, if the Bank so agrees, to be made) in respect of the reasonable cost of goods, works and services required for the Project.
- (b) Notwithstanding Section 3.05(c) of the Standard Terms and Conditions, the Borrower has opted not to have the Front-end Commission paid out of the Available Amount and shall instead pay the Front-end Commission out of its own resources. The payment of the Front-end Commission by the Borrower shall be made pursuant to Section 3.05(d) of the Standard Terms and Conditions.



(c) The Borrower shall for purposes of the Project, open and maintain a special deposit account denominated in Euro as a sub-account of the treasury single account of the Borrower with the National Bank of the Republic of Moldova, on terms and conditions satisfactory to the Bank. If the Borrower wishes to make Drawdowns for deposit into, and direct payments out of, the Special Account (instead of Drawdowns pursuant to Section 2.03(a)), such Drawdowns shall be made in accordance with the provisions of Schedule 3.

### ARTICLE III - EXECUTION OF THE PROJECT

#### Section 3.01. Other Affirmative Project Covenants

In addition to the general undertakings set forth in Article IV of the Standard Terms and Conditions, the Borrower shall, unless the Bank otherwise agrees:

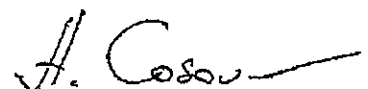
(a) Take all action necessary to provide adequate funds for the completion of the Project, including any financing that may be required for the purposes of the relevant access roads infrastructure to the Project sites;

(b) Close all unauthorized dumpsites located in each WMZ within two (2) years from the date the relevant new regional landfill within that WMZ has been commissioned, and ensure those unauthorized dumpsites are not used after the relevant new regional landfill within each WMZ has been commissioned;

(c) Take all legislative, regulatory or other action, not later than two (2) years from the date of this Agreement, to ensure that each of the Key LPAs and other local public authorities whose authority falls within the territory of the relevant WMZ have full legal and functional capacity to negotiate and sign a Public Service Contract directly with the relevant Regional SWM Operator;

(d) Not later than twelve (12) months from the date when the new regional landfill and other SWM infrastructure items financed as part of the Project are commissioned (i.e., the assets are functional and the take-over minutes are signed) in the relevant WMZ, enable each relevant Regional SWM Operator to assume its full role as a solid waste management operator in the respective WMZ by transferring ownership title to the relevant waste collection equipment financed as part of the Project to the relevant LPAs and cause the LPAs to grant the right of use of such equipment to the Regional SWM Operator, as well as by causing the relevant Governmental Authority to grant the right of use of the relevant regional infrastructure to the relevant Regional SWM Operator.

(e) Cause the Key LPAs to perform all of their obligations under the relevant Project Support Agreement, including without limitation their obligations relating to adjusting user charges (tariffs) towards full cost-recovery, which shall be achieved as soon as possible but not later than twelve (12) months from the date when the relevant new regional landfill and other infrastructure items financed as part of the Project are available to the relevant Regional SWM Operator as per Section 3.01(d) above;



- (f) In case of any delay to adjust user charges (tariffs) for the services provided by a Regional SWM Operator, cause the Key LPAs to compensate the relevant Regional SWM Operator the cash-shortfall needed to comply with its then-outstanding obligations;
- (g) Provide or cause to be provided, if required, any and all Authorisations for the financing and carrying out of the Project;
- (h) Cause each Key LPA to perform all of its obligations under the relevant Project Support Agreement, and ensure that each party to a TC Grant Agreement (other than the Bank or the Borrower) performs all of its obligations thereunder; and
- (i) Ensure that no part of proceeds of the Loan, grant or any technical cooperation funds made available by the Bank are used for payment of any taxes (including, without limitation, VAT) and duties (including, without limitation, any customs duties) due or applicable in connection with any and all goods, works and services (including consultancy services), procured for the Project and financed from such proceeds; and
- (j) As soon as possible after the Tranche 2 Availability Date and the funding under the relevant TC Grant Agreement becomes available, launch the CDSPP Consultant's assignment in respect of WMZ 8; and
- (k) As soon as possible after the Tranche 3 Availability Date and the funding under the relevant TC Grant Agreement becomes available, launch the CDSPP Consultant's assignment in respect of WMZ 1.

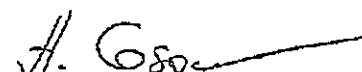
### **Section 3.02. Project Implementation Unit**

In order to coordinate, manage, monitor and evaluate all aspects of Project implementation, including the procurement of goods, works and services for the Project, the Borrower shall, unless otherwise agreed with the Bank, establish (based on the existing Environmental Project Implementing Unit of the Project Implementing Agency staffed with additional qualified personnel for the purposes of the Project) and at all times during execution of the Project operate a project implementation unit with adequate resources and suitably qualified personnel, under terms of reference acceptable to the Bank, with such project implementation unit being subordinated (from organizational and management perspectives) to the Project Implementing Agency.

### **Section 3.03. Procurement**

For purposes of Section 4.03 of the Standard Terms and Conditions, the following provisions shall, except as the Bank otherwise agrees, govern procurement of goods, works and services required for the Project and to be financed out of the proceeds of the Loan:

- (a) Goods, works and services shall be procured through open tendering, except as follows:
  - (1) contracts for consultancy services under Part D of the Project, estimated to cost less than the equivalent of EUR 75,000 (seventy-five thousand Euro) per



contract, in an aggregate amount not exceeding the equivalent of EUR 600,000 (six hundred thousand Euro), may be procured through direct contracting; and

(2) contracts for goods under Parts A, B and C of the Project, estimated to cost less than the equivalent of EUR 140,000 (one hundred forty thousand Euro) per contract, in an aggregate amount not exceeding the equivalent of EUR 420,000 (four hundred twenty thousand Euro), may be procured following alternative procurement procedures in accordance with national law of the Borrower acceptable to the Bank.

(b) For purposes of Section 3.03(a), the procedures for open tendering, direct contracting and standards for alternative procurement procedures in accordance with national law of the Borrower are set out in Section III, Article 3 of the EBRD Procurement Rules.

(c) All contracts shall be subject to the review and non-objection procedures set out in the EBRD Procurement Rules and shall be subject to prior review by the Bank.

(d) For any contract in respect of which payment is to be made out of the Special Account, procurement procedures shall be followed that ensure that the review requirements of Section 3.03(c) are satisfied prior to the making of the first payment out of the Special Account in respect of such contract.

#### **Section 3.04. Environmental and Social Compliance Covenants**

Without limiting the generality of Sections 4.02(a), 4.04(a)(iii), and 5.02(c)(iii) of the Standard Terms and Conditions, and unless the Bank otherwise agrees:

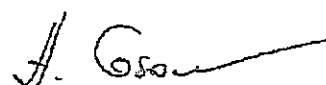
(a) The Borrower shall, and shall cause any contractor to, carry out the Project in accordance with the Designated Performance Requirements.

(b) The Borrower shall, and shall cause any contractor to, ensure that environmental and/or social risks and impacts arising from Associated Facilities are managed and mitigated in accordance with applicable law of the Borrower, good international practice and the objectives of the Designated Performance Requirements 1 to 8 and 10.

(c) Without limiting the foregoing, the Borrower shall diligently implement and adhere to each Environmental and Social Action Plan and monitor the implementation of such plans in accordance with the monitoring provisions contained in such plans.

(d) The Borrower and the Bank may from time to time agree to amend an Environmental and Social Action Plan in response to changes in the circumstances of the Project or the Borrower, unforeseen events and the results of monitoring. Without limiting the generality of the foregoing,

(1) if there is any adverse environmental or social impact or issue that was not foreseen by or contemplated in such Environmental and Social Action Plan either entirely or as to its severity,



(2) if any impact mitigation measure set out in such Environmental and Social Action Plan is not sufficient to eliminate or reduce any environmental or social impact to the level contemplated by the relevant Designated Performance Requirements within the time frame set out in that Environmental and Social Action Plan, or

(3) if any material non-compliance with the Environmental and Social Action Plan or with any Environmental and Social Law has been identified by the Borrower, the Bank or an inspection from any regulatory or enforcement authority or by any audit conducted in accordance with Section 3.04(d)

the Borrower shall, as soon as reasonably practicable and subject to the consent of the Bank, develop and incorporate into the relevant Environmental and Social Action Plan such additional or revised mitigation measures as may be necessary to achieve compliance with the Designated Performance Requirements, the Environmental and Social Action Plan or Environmental and Social Laws, in each case in a manner satisfactory to the Bank.

### **Section 3.05. Consultants**

(a) In order to assist in the implementation of the Project, the Borrower shall, unless otherwise agreed with the Bank, employ or cause to be employed, as required, and use consultants whose qualifications, experience and terms of reference are satisfactory to the Bank, including:

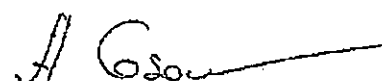
(1) the PISCSC Consultant; and

(2) the CDSPP Consultant (and, in respect of its assignment in relation to WMZ 5, employed or caused to be employed not later than thirty (30) months from the date of this Agreement).

(b) The Borrower shall provide or cause to be provided, without charge, to any consultants engaged to assist in matters relating to the Project or the operations of the Borrower all facilities and support necessary for the carrying out of their functions, including office space, photocopying equipment and supplies, secretarial services and transportation, as well as all documents, materials and other information that may be relevant to their work.

### **Section 3.06. Reporting Frequency and Submission Requirements**

(a) Commencing from the Effective Date, until the full amount of the Loan has been repaid or cancelled, the Borrower shall submit to the Bank annual reports on Environmental and Social Matters in relation to each WMZ, in the form satisfactory to the Bank, arising in relation to the Borrower or the Project and Associated Facilities, as referred to in Section 5.02(c)(iii) of the Standard Terms and Conditions, within 90 days after the end of the year being reported on. Such reports shall include information on the following specific matters:



- (1) information on compliance by the Borrower with the Designated Performance Requirements as described in Section 3.04(a) and the implementation of each Environmental and Social Action Plan;
  - (2) information on how the Borrower has monitored the compliance with the Designated Performance Requirements and the Environmental and Social Action Plan by any contractor engaged for the Project and a summary of any material non-compliance by such contractor with the Designated Performance Requirements and the Environmental and Social Action Plan and of any measures taken to remedy such non-compliance;
  - (3) information on implementation of the stakeholder engagement plan and grievance mechanism required by Designated Performance Requirement 10, including a summary of any grievances received and how such grievances were resolved;
  - (4) information on compliance by the Borrower with Environmental and Social Laws in relation to the Project and Associated Facilities, including a description of any claim, proceeding, order or investigation commenced or threatened against the Borrower, the status of any Authorisation required for the Project, the results of any inspection carried out by any regulatory authority, any violation of applicable laws of the Borrower or applicable regulations or standards and any remedial action or fine relating to such violation, a summary of any material notice, report and other communication on Environmental and Social Matters relating to the Project and Associated Facilities submitted by the Borrower to any regulatory authority and any other circumstances giving rise to liability of the Borrower for any Environmental and Social Matter;
  - (5) information on occupational health and safety management and the occupational health and safety record of the Project and Associated Facilities including the rates of accidents, lost time incidents and near-misses, any preventive or mitigative measures taken or planned by the Borrower, any staff training on occupational health and safety and any other initiatives in relation to occupational health and safety management which have been implemented or planned by the Borrower;
  - (6) a summary of any change in Environmental and Social Laws which may have a material effect on the Project.
  - (7) copies of any information on Environmental and Social Matters periodically submitted by the Borrower to its shareholders or the general public.
- (b) Commencing from the Effective Date, the Borrower shall submit the periodic Project reports referred to in Section 4.04(a)(v) of the Standard Terms and Conditions semi-annually, within 45 days after the end of the period being reported on, until the Project in respect of the relevant WMZ has been completed. Such reports shall include the following specific features:

- (1) The following general information with respect to each WMZ, in relation to which the relevant Tranche has been committed in accordance with this Agreement:

(A) the physical progress (including preparation, procurement, and construction or works progress status) accomplished in the implementation of the Project to the date of report and during the reporting period;

(B) actual or expected difficulties or delays in the implementation of the Project and their effect on the implementation schedule, and the actual steps taken or planned to overcome the difficulties and avoid delays;

(C) expected changes in the completion date of the Project;

(D) key personnel changes in the staff of the PIU, the consultants or the contractors;

(E) matters that may affect the cost of the Project; and

(F) any development or activity likely to affect the economic viability of any Part of the Project.

(2) Financial statements showing details of the expenditures incurred under each Part of the Project and the Drawdowns, together with a statement showing:

(A) original cost estimates;

(B) revised cost estimates, if any, with reasons for changes;

(C) original estimated expenditures and actual expenditures to date;

(D) reasons for variations of actual expenditures to date from original estimated expenditures to date; and

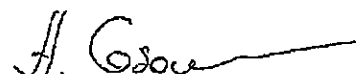
(E) estimated expenditures for the remaining quarters of the year; and

(F) cash flows to and from the Special Account;

(3) With respect to each WMZ, information on proportion of municipal solid waste collected and managed in controlled facilities out of total municipal solid waste generated;

(4) With respect to each WMZ, information on overall waste volumes going to recycling, composting and landfill national recycling rate, tons of material recycled, CO2 emission reduction.

(c) Immediately upon the occurrence of any incident or accident relating to the Borrower or the Project which has or is likely to have a significant adverse effect on the environment, workers, or on public or occupational health or safety, the Borrower shall inform the Bank and promptly thereafter give the Bank notice thereof specifying the nature of such incident or accident and any steps the Borrower is taking to remedy the same. Where an incident involves sensitive information in relation to a person or any risk of retaliation, the initial notice to the Bank shall not include any details of the identity of the persons involved. Without limiting the generality of the foregoing,

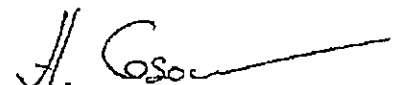


- (1) an incident or accident relates to the Project if it occurs on any site used for the Project or, if it is caused by Project workers and/or facilities, equipment, vehicles or vessels used for or relating to the Project (whether or not being used on any site of the Project and whether or not being used by authorised or unauthorised persons);
- (2) an incident or accident is considered to have a significant adverse effect on the environment or on public or occupational health or safety if:
- (A) any applicable law of the Borrower requires notification of such incident or accident to any governmental authority,
  - (B) such incident or accident involves fatality of any person (whether or not such person is employed by the Borrower),
  - (C) more than one person (whether or not such persons are employed by the Borrower) has received serious injury requiring hospitalisation,
  - (D) such incident involves violence and harassment, bullying, intimidation, and/or exploitation, including any form of gender-based violence;
  - (E) such incident involves forced and child labour relating to the Project; or
  - (F) such incident or accident has become, or is likely to become, public knowledge whether through media coverage or otherwise.
- (d) The Borrower shall promptly notify the Bank of any significant protest or petition by workers or members of the public directed at or relating to the Borrower or the Project which might have a material adverse effect on the Borrower or the Project or which has become, or is likely to become, public knowledge through media coverage or otherwise. Within ten days following any such notification, the Borrower shall submit a report satisfactory to the Bank specifying the outcome of the Borrower's investigation into such protest, and any steps taken, or proposed to be taken, by the Borrower to resolve the issues raised in the protest or petition.

#### ARTICLE IV - FINANCIAL COVENANTS

##### Section 4.01. Financial Records and Reports

- (a) The Borrower shall, in respect of the departments or agencies of the Borrower responsible for carrying out the Project or any part thereof, maintain procedures, records and accounts adequate to reflect, in accordance with internationally accepted accounting standards consistently applied, the operations, resources and expenditures relating to the Project and to monitor and record the progress of the Project (including its costs and the benefits to be derived from it).



(b) The Borrower shall:

(1) have the Special Account audited by independent auditors acceptable to the Bank in accordance with internationally accepted auditing principles and standards confirming that the previous Drawdown(s) have been used exclusively for the purposes of the Project and that the withdrawals(s) from the Special Account have been made in accordance with the Standard Terms and Conditions;

(2) furnish to the Bank as soon as available, but in any case not later than six months after the end of each Fiscal Year, the report of such audit by such auditors of such scope and in such detail as the Bank may reasonably request; and

(3) furnish to the Bank such other information concerning such records and accounts, and the audit thereof, as the Bank may from time to time reasonably request.

(c) The Borrower shall not be required to conduct an audit of the Special Account if the Borrower has not requested and the Bank has not deposited any Drawdowns into the Special Account pursuant to Section 2.03(c) and Schedule 3 of this Agreement.

## **ARTICLE V - SUSPENSION; ACCELERATION; CANCELLATION**

### **Section 5.01. Suspension**

The following are specified for purposes of Section 7.01(a)(xvii) of the Standard Terms and Conditions:

(a) the legislative and regulatory framework applicable to the waste management sector in the territory of the Borrower shall have been amended, suspended, abrogated, repealed or waived in a manner other than as approved by the Bank in writing.

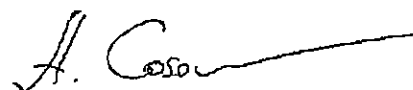
### **Section 5.02. Acceleration of Maturity**

The following are specified for purposes of Section 7.06(f) of the Standard Terms and Conditions:

(a) the occurrence of any of the events specified in Section 5.01 of this Agreement.

### **Section 5.03. Cancellation**

If at any time the Bank determines that a payment from, or any use of, the Special Account has been made inconsistently with the requirements of Schedule 3 and establishes the amount of the Loan as to which such misuse applies, the Bank may, by notice to the Borrower, terminate the right of the Borrower to make Drawdowns with respect to such amount. Upon the giving of such notice, such amount of the Loan shall be cancelled.



## ARTICLE VI - EFFECTIVENESS

### Section 6.01. Conditions Precedent to Effectiveness

The following are specified for purposes of Section 9.02(c) of the Standard Terms and Conditions as additional conditions to the effectiveness of this Agreement and the WMZ 5 Project Support Agreement:

- (a) The Bank shall have received certified copies of all necessary Authorisations for the execution and performance of this Agreement and the WMZ 5 Project Support Agreement (including confirmation that the Parliament of the Borrower has ratified this Agreement);
- (b) The PIU has been established in accordance with this Agreement.

### Section 6.02. Legal Opinion

- (a) For purposes of Section 9.03(a) of the Standard Terms and Conditions, the opinion or opinions of counsel shall be given on behalf of the Borrower by the Minister of Justice.
- (b) For purposes of Section 9.03(c) of the Standard Terms and Conditions, the opinion or opinions of counsel shall be given on behalf of each Key LPA by an in-house legal counsel of the relevant Key LPA or any other legal professional holding an equivalent position at the relevant Key LPA.

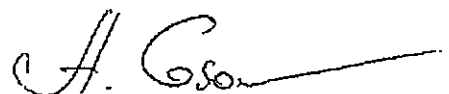
### Section 6.03. Termination for Failure to Become Effective

The date 180 days after the date of this Agreement is specified for purposes of Section 9.04 of the Standard Terms and Conditions.

### Section 6.04. Conditions Precedent to Drawdowns of Tranche 1

The Borrower's right to draw down from Tranche 1 shall be subject to the prior fulfilment, in form and substance satisfactory to the Bank, or at the sole discretion of the Bank the waiver, whether in whole or part and whether subject to conditions or unconditional, of the following conditions precedent:

- (a) The EIB Co-financing Agreement has been signed, delivered and all conditions precedent to its effectiveness and to the right of the Borrower to make withdrawals of the amount corresponding to the amount of Tranche 1 thereunder, have been fulfilled;
- (b) The E5P Grant Agreement has been signed, delivered and all conditions precedent to its effectiveness and to the right of the Borrower to request drawdowns thereunder, have been fulfilled;
- (c) The Regional SWM Operator with respect to WMZ 5 has been established and staffed with personnel acceptable to the Bank;



(d) The PISCSC Consultant has been contracted by the Project Implementing Agency for the assignment relating to WMZ 5;

(e) For the purposes of Drawdowns related to investments in the sanitary landfill(s) in WMZ 5, the Bank has received evidence of the Borrower's ownership title to the landfill site(s); and

(f) The Bank has received a legal opinion of the Minister of Justice of the Borrower confirming, among other matters, that the E5P Grant Agreement has been duly authorised or ratified by, and executed and delivered on behalf of, the Borrower and constitutes a valid and legally binding obligation of the Borrower, enforceable in accordance with its terms.

#### **Section 6.05. Conditions Precedent to Drawdowns of Tranche 2**

The Borrower's right to draw down from Tranche 2 shall be subject to the prior fulfilment, in form and substance satisfactory to the Bank, or at the sole discretion of the Bank the waiver, whether in whole or part and whether subject to conditions or unconditional, of the following conditions precedent:

(a) The WMZ 8 Project Support Agreement has been signed, delivered and become effective;

(b) The EIB Co-financing Agreement has been signed, delivered and all conditions precedent to its effectiveness and to the right of the Borrower to make withdrawals of the amount corresponding to the amount of Tranche 2 thereunder, have been fulfilled;

(c) The Grant Agreement in relation to co-financing Part B of the Project has been signed, delivered and all conditions precedent to its effectiveness and to the right of the Borrower to request drawdowns thereunder, have been fulfilled;

(d) The Regional SWM Operator with respect to WMZ 8 has been established and staffed with personnel acceptable to the Bank;

(e) The PISCSC Consultant has been contracted by the Project Implementing Agency for the assignment relating to WMZ 8;

(f) For the purposes of Drawdowns related to investments in the sanitary landfill(s) in WMZ 8, the Bank has received evidence of the Borrower's ownership title to the landfill site(s);

(g) The Bank has received a legal opinion of the Minister of Justice of the Borrower confirming, among other matters, that the Grant Agreement referred to in Section 6.05(c) above has been duly authorised or ratified by, and executed and delivered on behalf of, the Borrower and constitutes a valid and legally binding obligation of the Borrower, enforceable in accordance with its terms;

(h) The Bank has received a legal opinion of 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, among other matters, that the WMZ 8 Project Support Agreement has been duly authorised or ratified by, and executed and delivered on behalf of, each

relevant Key LPA and constitutes a valid and legally binding obligation of the relevant Key LPA, enforceable in accordance with its terms; and

(i) The Bank has received an Environmental and Social Action Plan in relation to WMZ 8, in form and substance satisfactory to the Bank.

(j) The Bank has received an original of the Tranche 2 Availability Notice countersigned by the Borrower.

### **Section 6.06. Conditions Precedent to Drawdowns of Tranche 3**

The Borrower's right to draw down from Tranche 3 shall be subject to the prior fulfilment, in form and substance satisfactory to the Bank, or at the sole discretion of the Bank the waiver, whether in whole or part and whether subject to conditions or unconditional, of the following conditions precedent:

(a) The WMZ 1 Project Support Agreement has been signed, delivered and become effective;

(b) The EIB Co-financing Agreement has been signed, delivered and all conditions precedent to its effectiveness and to the right of the Borrower to make withdrawals of thereunder in the amount of up to EUR 11,300,000 (eleven million three hundred thousand Euro) or such other amount acceptable to the Bank, have been fulfilled;

(c) The Grant Agreement in relation to co-financing Part C of the Project has been signed, delivered and all conditions precedent to its effectiveness and to the right of the Borrower to request drawdowns thereunder, have been fulfilled;

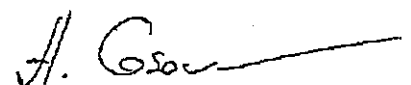
(d) The Regional SWM Operator with respect to WMZ 1 has been established and staffed with personnel acceptable to the Bank;

(e) The PISCSC Consultant has been contracted by the Project Implementing Agency for the assignment relating to WMZ 1;

(f) For the purposes of Drawdowns related to investments in the sanitary landfill(s) in WMZ 1 the Bank has received evidence of the Borrower's ownership title to the landfill site(s);

(g) The Bank has received a legal opinion of the Minister of Justice of the Borrower confirming, among other matters, that the Grant Agreement referred to in Section 6.05(c) above has been duly authorised or ratified by, and executed and delivered on behalf of, the Borrower and constitutes a valid and legally binding obligation of the Borrower, enforceable in accordance with its terms;

(h) The Bank has received a legal opinion of 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, among other matters, that the WMZ 1 Project Support Agreement has been duly authorised or ratified by, and executed and delivered on behalf of, each relevant Key LPA and constitutes a valid and legally binding obligation of the relevant Key LPA, enforceable in accordance with its terms; and



(i) The Bank has received an Environmental and Social Action Plan in relation to WMZ 1, in form and substance satisfactory to the Bank.

(j) The Bank has received an original of the Tranche 3 Availability Notice countersigned by the Borrower.

## ARTICLE VII - MISCELLANEOUS

### Section 7.01. Notices

(a) The following addresses are specified for purposes of Section 10.01 of the Standard Terms and Conditions, except that any notice shall be deemed to be delivered if by hand, mail, or in pdf or similar format by electronic mail:

For the Borrower:

Republic of Moldova  
Ministry of Finance  
7 Constantin Tanase Street  
Chisinau, MD 2005  
Moldova

Attention: Minister of Finance

Email: [cancelaria@mf.gov.md](mailto:cancelaria@mf.gov.md)

For the Bank:

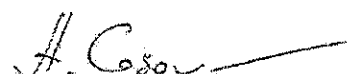
European Bank for Reconstruction and Development  
5 Bank Street  
London E14 4BG  
United Kingdom

Attention: Operation Administration Department / Operation No. 52512

Telephone: +44 20 7338 6000

Email: [oad@ebrd.com](mailto:oad@ebrd.com)

(b) The Bank may invite the Borrower to register to use ClientNet or another form of electronic communication and, if the Borrower and the Bank agree to use ClientNet or such other form of electronic communication, any notice, application or other communication from the Borrower to the Bank or from the Bank to the Borrower (other than any notice, application or other communication that is required by this Agreement or any other Financing Agreement to be in an original, certified or hard copy), may, subject to the terms and conditions of ClientNet or such other form of electronic



communication, be given or made by posting such notice, application or other communication on ClientNet or sent in accordance with the terms agreed concerning such other form of electronic communication.

(c) Any notice, application or other communication delivered by hand, airmail or in pdf or similar format by electronic mail or via ClientNet or another agreed form of electronic communication will only be effective when actually received (or made available) in readable form, provided that any notice, application or other communication that is received (or made available) after 5:00 p.m. in the place in which the party to whom the relevant notice, application or communication is sent has its address for the purpose of this Agreement shall be deemed only to become effective on the following day.


(d) The following are the names, titles and email addresses of the persons designated as the initial contacts of the Borrower for purposes of any invitation the Bank may send to the Borrower regarding ClientNet:

Name	Title	E-mail address	Language - English, Russian, French
Elena Matveeva	Head of the Public Debt Department; Ministry of Finance	<a href="mailto:elena.matveeva@mf.gov.md">elena.matveeva@mf.gov.md</a>	English
Alexandru Rodideal	Head of External debt and On-lending Division; Ministry of Finance	<a href="mailto:alexandru.rodideal@mf.gov.md">alexandru.rodideal@mf.gov.md</a>	English
Alexandrina Sorbala	Consultant of the External debt and On-lending Division; Ministry of Finance	<a href="mailto:alexandrina.sorbala@mf.gov.md">alexandrina.sorbala@mf.gov.md</a>	English
Corneliu Rosca	Principal consultant of the External debt and On-lending Division; Ministry of Finance	<a href="mailto:corneliu.rosca@mf.gov.md">corneliu.rosca@mf.gov.md</a>	English
Svetlana Bolocan	Head of Waste and Chemical Management Policies Department ; Ministry of the Environment	<a href="mailto:svetlana.bolocan@mediu.gov.md">svetlana.bolocan@mediu.gov.md</a>	English
Anatolie Risina	Director of the Public Institution "Environment Project Implementation Unit"	<a href="mailto:anatolie.risina@uipm.gov.md">anatolie.risina@uipm.gov.md</a>	English

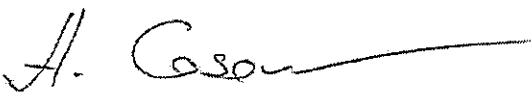
*A. Coso*

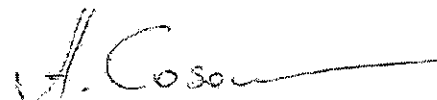
IN WITNESS WHEREOF, the parties hereto, acting through their duly authorised representatives, have caused this Agreement to be signed in four copies and delivered at Chişinău, the Republic of Moldova as of the day and year first above written.

**REPUBLIC OF MOLDOVA**

By:   
Name: Dumitru Budianschi  
Title: Minister of Finance

**EUROPEAN BANK  
FOR RECONSTRUCTION AND DEVELOPMENT**

By:   
Name: ALEXANDRU COSOVAN  
Title: ASSOCIATE DIRECTOR, SENIOR BANKER



## SCHEDULE 1 - DESCRIPTION OF THE PROJECT

1. The purpose of the Project is to assist the Borrower in implementing critical improvements in the solid waste management system across the country in each WMZ.
2. The Project consists of the following Parts, subject to such modifications thereof as the Bank and the Borrower may agree upon from time to time:

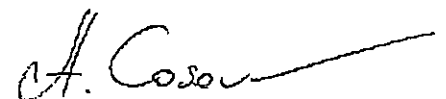
Part A: critical improvements in the solid waste management system in WMZ 5, including the purchase of waste collection and transfer infrastructure (in particular, including waste containers, vehicles for waste collection and supervision), construction of solid waste disposal and treatment infrastructure (in particular, landfills, material recovery facilities/sorting plants, composting plants, transfer stations), closure of the dumpsites and the related supervision;

Part B: critical improvements in the solid waste management system in WMZ 8, including the purchase of waste collection and transfer infrastructure (in particular, including waste containers, vehicles for waste collection and supervision), construction of solid waste disposal and treatment infrastructure (in particular, landfills, material recovery facilities/sorting plants, composting plants, transfer stations), closure of the dumpsites and the related supervision;

Part C: critical improvements in the solid waste management system in WMZ 1, including the purchase of waste collection and transfer infrastructure (in particular, including waste containers, vehicles for waste collection and supervision), construction of solid waste disposal and treatment infrastructure (in particular, landfills, material recovery facilities/sorting plants, composting plants, transfer stations), closure of the dumpsites and the related supervision; and

Part D: remuneration costs of additional staff for the PIU, and the costs of periodic audits related to the Special Account.

3. The Project is expected to be completed, in respect of WMZ 5, by 31 December 2027; in respect of WMZ 8, by 31 December 2028; and in respect of WMZ 1, by 31 December 2029.



## SCHEDULE 2 - CATEGORIES AND DRAWDOWNS

1. The table attached to this Schedule sets forth the Categories, the amount of the Loan allocated to each Category and the percentage of expenditures to be financed in each Category.
2. Notwithstanding the provisions of paragraph 1 above, no Drawdown shall be made in respect of expenditures incurred prior to the date of the Loan Agreement.
3. Unless the Bank otherwise agrees in writing, the Borrower shall ensure that by the Last Availability Date with respect to Tranche 1, Tranche 2 and Tranche 3, the aggregate amount disbursed under the Loan Agreement in respect of those Tranches shall be equal, or as nearly equal as possible, to the aggregate amount disbursed under the EIB Co-financing Agreement for the purposes of corresponding tranches, expenditures or co-financed parts of the Project, provided that the aggregate amount disbursed under the Loan Agreement in respect of Tranche 3 may be less than the aggregate amount disbursed under the under the EIB Co-financing Agreement for the purposes of the corresponding tranche, expenditures or co-financed parts of the Project but, in any event, not more than the disbursed portion of Tranche 3 and provided that the total amount disbursed under the EIB Co-financing Agreement and the Loan Agreement upon the completion of all the Parts of the Project shall be of maximum EUR 25 million each, or as nearly close as possible to such amount.

*J. Gsov*

**Attachment to Schedule 2**

<b>Category</b>	<b>Amount of the Loan Allocated in the Loan Currency</b>	<b>Percentage of Expenditures to be Financed</b>
(1) Goods, works and services for part A of the Project	6,940,000	up to 50 % of contracts value excluding any Taxes
(2) Goods, works and services for part B of the Project	7,140,000	up to 50% of contract value excluding any Taxes
(3) Goods, works and services for part C of the Project	10,320,000	up to 50 % of contracts value excluding any Taxes
(4) Remuneration costs of additional staff for the PIU, and the costs of periodic audits related to the Special Account.	600,000	100% of contract value excluding any Taxes
<b>Total</b>	<b>25,000,000</b>	up to 36 % of the Project value excluding any Taxes

*A. G. S.*

### SCHEDULE 3 - SPECIAL ACCOUNT

1. For purposes of this Schedule, the following terms shall have the following meanings:

"Eligible Category" means Category 4.

"Eligible Expenditures" means expenditures in respect of the reasonable cost of goods, works and services required for the Project which are to be financed out of the proceeds of the Loan and which are allocated from time to time to an Eligible Category in accordance with the provisions of Schedule 2.

"Special Account Maximum Balance" means an amount equal to EUR 600,000 (six hundred thousand Euro).

"Special Account Minimum Drawdown Amount" means an amount equal to EUR 100,000 (one hundred thousand Euro).

2. Payments out of the Special Account shall be made exclusively for Eligible Expenditures in accordance with the provisions of this Schedule.

3. After the Bank has received evidence satisfactory to it that the Special Account has been duly opened in accordance with terms and conditions acceptable to the Bank, including appropriate protection against set-off, seizure and attachment, the Borrower may draw down from the Available Amount and deposit into the Special Account an initial amount that shall not exceed the Special Account Maximum Balance and shall not be less than the Special Account Minimum Drawdown Amount.

4. Thereafter, the Borrower may draw down additional amounts from the Available Amount and deposit such amounts into the Special Account, subject to the limitations specified in paragraph 6 below and satisfaction of the following conditions for each requested Drawdown:

(a) The Borrower shall have submitted to the Bank account statements and documents, and any other evidence requested by the Bank, to demonstrate that amounts disbursed from the Special Account have been properly applied.

(b) After giving effect to the requested Drawdown and deposit of the amount of such Drawdown into the Special Account, the balance of the Special Account shall not exceed the Special Account Maximum Balance.

(c) Except as the Bank may from time to time agree, the amount of the requested Drawdown for deposit into the Special Account shall not be less than the Special Account Minimum Drawdown Amount.

5. Without prejudice to the requirement of paragraph 4(a) above, the Borrower shall furnish, at any time the Bank may reasonably request, a report on the balance and other details of the Special Account, including account statements and such other documents



and evidence as the Bank may request to show that payments made from the Special Account have been made in accordance with the requirements set forth in this Schedule.

6. Notwithstanding the provisions of paragraph 4 of this Schedule, the Borrower shall not, unless the Bank otherwise agrees, draw down funds from the Available Amount for deposit into the Special Account if, at any time, the Bank has determined that a different procedure shall be applied for all further Drawdowns.

Thereafter, Drawdowns allocated to the Eligible Categories shall follow such procedures as the Bank may specify by notice to the Borrower. Such further Drawdowns shall be made only after and to the extent that the Bank has been satisfied that all amounts remaining on deposit in the Special Account as of the date of such notice will be utilised in making payments for Eligible Expenditures.

7. If the Bank determines at any time that any payment out of, or any use of, the Special Account:

- (a) was made for an expenditure or in an amount not eligible pursuant to paragraph 2 of this Schedule; or
- (b) was not justified by the evidence furnished to the Bank;

then the Bank may require the Borrower to:

- (1) provide such additional evidence as the Bank may request; and/or
- (2) deposit into the Special Account (or, if the Bank so requests, repay to the Bank) an amount equal to the amount of such payment or the portion thereof not so eligible or justified.

In the event the Bank makes such a determination under (a) or (b) above, no further Drawdowns shall, unless the Bank otherwise agrees, be made for deposit into the Special Account until such time as the Borrower has either (A) deposited into the Special Account or repaid to the Bank an amount equal to the amount of such payment (or portion thereof) determined not to be eligible or justified, or (B) provided additional evidence satisfactory to the Bank that the amounts previously disbursed from the Special Account were applied properly.

8. If:

- (a) the Bank determines at any time that any amount outstanding in the Special Account will not be required to cover further payments for Eligible Expenditures; or
- (b) the Bank directs the Borrower to repay to the Bank an amount pursuant to paragraph 7(2);

then the Borrower shall, promptly upon notice from the Bank, prepay to the Bank a portion of the Loan equal to such amount. For this purpose, the requirement that prepayments of the Loan must occur on Interest Payment Dates shall, subject to paragraph 10 below, be waived.

*A. Gso*

9. The Borrower may, upon prior notice to the Bank given in accordance with Section 3.07(a) of the Standard Terms and Conditions, prepay on any Interest Payment Date all or any portion of the funds deposited into the Special Account.

10. Any prepayment pursuant to paragraph 8 or 9 above shall be made in accordance with Section 3.07 of the Standard Terms and Conditions; provided, however, that (a) notwithstanding Section 3.07(c)(i)(A) of the Standard Terms and Conditions, such prepayment shall not be subject to the Minimum Prepayment Amount, and (b) any prepayment that is made on a date other than an Interest Payment Date shall be subject to payment of Unwinding Costs in accordance with Section 3.10 of the Standard Terms and Conditions. Any prepayment pursuant to paragraph 8 or 9 above shall be applied by the Bank in accordance with Section 3.07(c)(ii) of the Standard Terms and Conditions.

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**SCHEDULE 4 – ENVIRONMENTAL AND SOCIAL ACTION PLAN FOR WMZ 5**

No.	Action	Environmental & Social Risks (Liability/Benefits)	Requirement (Legislative, EBRD PR, Best Practice)	Responsibility, Investment Needs and Responsibility	Timetable	Target and Evaluation Status Criteria for Successful Implementation
<b>PR1 Assessment and Management of Environmental and Social impact issues</b>						
1.1.	<p>Conduct/Update and disclose EIA according to the adjusted concept of the Project, obtain new/extended Authorisation. Ensure that E&amp;S management, mitigation and monitoring measures with obtaining of respective permits and with grievance mechanism are included and followed-up as requirements for contractors and SWM service providers. Prepare, keep updated and follow Operation Manuals for SWM facilities.</p> <p>Develop and implement ESHS Policy and an Environmental and Social Management System (ESMS) based on ISO 14001 to address ES impacts, including impacts on vulnerable groups that might be disproportionately affected by the Project, at all stages of the Project. Prepare ESMP for the Project, include requirements for CESMP (for contractor) and OESMP (for SWM service providers) implementation.</p> <p>Update as necessary and implement Stakeholder Engagement Plan throughout the Project.</p>	<p>Compliance with EBRD PRs, with EIB ES Standards and Climate Strategy</p>	<p>EBRD PR 1, EIB ESS1: KPI 1.1 Environmental and Social Assessment, KPI 1.2 Environmental and Social Management Systems, KPI 1.3 Environmental and Social Policy</p> <p>KPI 1.4 Environmental and Social Management Plan</p> <p>Other EBRD PRs, except for 7 and 9</p> <p>Other EIB ESSs</p> <p>Good International Practice; ISO 14001 or equivalent certification; Voluntary and best practice</p> <p>EU and National legislation</p>	<p><b>Responsibility:</b> EPIU during pre-construction and construction. SWM service providers during operation and aftercare</p> <p><b>Resources:</b> EPIU, Regional SWM Operator staff, contractors, SWM service providers</p> <p><b>Investment needs:</b> TAC1 during pre-construction and construction; TAC2 when contracted; national budget, as appropriate</p>	<p><b>Preparation:</b> pre- construction - by Project Implementation Support and Construction Supervision Consultant (TAC1); and, once contracted, by Corporate Development and Stakeholder Participation Programme Consultant (TAC2)</p> <p><b>Implementation</b> throughout the Project</p>	<p>Annual ES Reports submitted to EBRD and EIB on progress in development and implementation of ESHS Policy, ESAP, SEP, CESMP and OESMP.</p>

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No.	Action	Environmental & Social Risks (Liability/ Benefits)	Requirement (Legislative, EBRD PR, Best Practice)	Resources, Investment Needs and Responsibility	Timetable	Target and Evaluation Status Criteria for Successful Implementation
1.2	<p>Ensure competent ESHS managers employed by contractors and the capacity of contractors to implement CESMP.</p> <p>Ensure employment and training of competent staff responsible for ESHS management in EPIU and SWM service providers.</p> <p>Ensure capacity of SWM service providers to implement OESMP.</p>	<p><b>Benefits:</b> Responsibilities defined. Competent staff available</p>	<p><b>EBRD PR1</b> KPI 1.5 Organizational Capacity and Commitment EIB ESS1</p>	<p>Ditto</p>	<p>Preparation pre-construction implementation throughout the Project</p>	<p>Staffing and training schedules of EPIU and SWM service providers. Requirements in tender documents and contracts for contractors and SWM service providers</p>
1.3	<p>EPIU to develop and implement a Supply Chain Management Plan, include in tender documents and contracts the requirement for contractors to have and implement ESMPs. Verify mineral material supply from authorised borrow pits, regularly inspect labour conditions, health and safety at workers' camps of Contractors.</p>	<p>Contractor / Supply chain management</p>	<p><b>EBRD PR1</b> KPI 1.6 Supply Chain Management EIB ESS1</p>	<p><b>Responsibility:</b> EPIU <b>Resources:</b> EPIU, contractors <b>Investment needs:</b> TAC1; national budget, as appropriate</p>	<p>Preparation pre-construction implementation throughout the Project</p>	<p>AESRs include section on implementation of Supply Chain Management Plan</p>

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No.	Action	Environmental & Social Risks (Liability/ Benefits)	Requirement (Legislative, EBRD PR, Best Practices)	Resources, Investment Needs and Responsibility	Timetable	Target and Evaluation Status Criteria for Successful Implementation
1.4.	<p>Develop, update as necessary and implement a monitoring program, prepare reports on implementation of measures for compliance with EBRD PRs</p> <p>Monitoring and reporting program will be established for:</p> <ul style="list-style-type: none"> <li>- Amounts of waste accepted at landfill, sent for recycling, sent for composting;</li> <li>- Wind, temperature, precipitation, evaporation;</li> <li>- Air quality, odour nuisance;</li> <li>- Dust;</li> <li>- Landfill gas;</li> <li>- Leachate amounts and quality;</li> <li>- Noise and vibration;</li> <li>- Surface water runoff and quality;</li> <li>- Groundwater levels and quality;</li> <li>- Landfill stability, remaining capacity;</li> <li>- Accidents and incidents;</li> <li>- Grievances.</li> </ul>	<p><b>Benefits:</b></p> <p>Regular monitoring for timely detecting potential noncompliance risks and implementing the corrective actions</p>	<p>EBRD PR1</p> <p>KPI 1.7 Project Monitoring and Reporting</p> <p>EBRD PRs 1 – 6, 8, 10</p> <p>EIB ESS1 – ESS10</p>	<p><b>Responsibility:</b></p> <p>EPIU during pre-construction and construction.</p> <p>Regional SWM Operator staff during operation and aftercare</p> <p><b>Resources:</b></p> <p>EPIU, Regional SWM Operator staff, contractors, SWM service providers</p> <p><b>Investment needs:</b> TAC1; national budget, as appropriate</p>	<p>Preparation pre-construction</p> <p><b>Implementation</b> throughout the Project</p>	<p>Requirements included in tender documents and contracts.</p> <p>Monitoring programme is in place, being implemented and updated, results are presented in AESRs submitted to EBRD and EIB.</p>

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No.	Action	Environmental & Social Risks (Liability/Benefits)	Requirement (Legislative, EBRD PR, Best Practice)	Resources, Investment Needs and Responsibility	Timetable	Target and Evaluation Status Criteria for Successful Implementation
<b>PR2 Labour and Working Conditions</b>						

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No.	Action	Environmental & Social Risks (Liability/ Benefits)	Requirement (Legislative, EBRD PR, Best Practice)	Resources, Investment Needs and Responsibility	Timetable	Target and Evaluation Status Criteria for Successful Implementation
2.1	<p>Develop and implement HR Policy Statement and associated procedures that should cover as a minimum the following:</p> <ul style="list-style-type: none"> <li>i) Non discrimination, equal rights, equal pay;</li> <li>ii) Prohibition of all forms of child labour and forced labour;</li> <li>(iii) Workers' rights and obligations (including worker code of conduct);</li> <li>(iv) Freedom of association and right to collective bargaining;</li> <li>(v) Informing workers about their rights, obligations, liabilities, and entitlements;</li> <li>(vi) Terms of employment including recruitment, hours of work, overtime arrangements and overtime compensation, rights to refuse overtime requests;</li> <li>(vii) Contractor management;</li> <li>(viii) Workers accommodation: processes and standards – guidance notes by IFC and EBRD 2009;</li> <li>(ix) Occupational health and safety;</li> <li>(x) Commitment to apply zero tolerance for any proven case of gender based violence, workplace harassment and sexual exploitation and abuse;</li> <li>(xi) Whistleblower protection;</li> <li>(xii) Formal grievance mechanism</li> </ul> <p>Regional SWM Operator will ensure that the HR Policy, and associated procedures are communicated across its entire workforce in writing.</p>	<p>Benefits:</p> <ul style="list-style-type: none"> <li>Decent employment and working conditions</li> <li>Employment opportunities for local people</li> </ul>	<p>EBRD PR 2</p> <ul style="list-style-type: none"> <li>KPI 2.1 Human Resource Policies and Working Relationships</li> <li>KPI 2.2 Child and Forced Labour</li> <li>KPI 2.3 Non-Discrimination and Equal Opportunity</li> <li>KPI 2.4 Workers Organizations</li> <li>KPI 2.5 Wages, benefits, and conditions of work</li> </ul> <p>EBRD SPGE EIB ESS8 National legislation Best practices</p>	<p>Responsibility:</p> <p>EPIU during pre-construction and construction.</p> <p>Regional SWM Operator staff during operation and aftercare</p> <p>Resources:</p> <p>EPIU, Regional SWM Operator staff, contractors, SWM service providers</p> <p>Investment needs: TAC1 during pre-construction and construction; TAC2 when contracted; national budget, as appropriate</p>	<p>Preparation pre-construction ; commissioning (staffing for operation)</p> <p>Implementation throughout the Project</p>	<p>Requirement is included in tender documents and contracts.</p> <p>Outcome of on-site monitoring is to be reflected in AESRS submitted to EBRD and EIB.</p>

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No.	Action	Environmental & Social Risks (Liability/ Benefits)	Requirement (Legislative, EBRD PR, Best Practice)	Resources, Investment Needs and Responsibility	Timetable	Target and Evaluation Status Criteria for Successful Implementation
2.2	<p><b>Grievance Mechanism for the Project Employees and Non-Employee Workers</b></p> <p>Establish, disclose and maintain (for staff of EPIU, Regional SWM Operator staff, contractors and SWM service providers) grievance mechanism for employees could submit grievances and get them properly registered and redressed.</p>	<p><b>Benefits:</b></p> <p>Feedback from employee allowing to improve HR and OHS management prior to raising legal cases</p>	<p>EBRD PR2</p> <p>KPI 2.5 Wages, benefits, and conditions of work and accommodation</p> <p>KPI 2.6 Retrenchment</p> <p>EBRD PR1 – KPI 1.5 Organizational Capacity and Commitment</p> <p>EIB ESS8, ESS9</p> <p>National legislation</p> <p>Best practices</p>	<p><b>Responsibility:</b></p> <p>EPIU throughout the Project.</p> <p>Regional SWM Operator staff during operation and aftercare</p> <p><b>Resources:</b></p> <p>EPIU, Regional SWM Operator staff, contractors, SWM service providers</p> <p><b>Investment needs:</b> TAC1 (tender and supervision), TAC2 when contracted; national budget, as appropriate</p>	<p>Preparation pre-construction ; commissioning (pre-operation) implementation throughout the Project</p>	<p>Grievance mechanism is disclosed, further information is provided regularly.</p> <p>Grievances are redressed within 5 working days.</p> <p>Records are summarized in AESRs submitted to EBRD and EIB .</p>
<p><b>PR3 Resource Efficiency (RE) and Pollution Prevention and Control (PPC)</b></p>						

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No.	Action	Environmental & Social Risks (Liability/Benefits)	Requirement (Legislative, EBRD PR, Best Practice)	Resources, Investment Needs and Responsibility	Timetable	Target and Evaluation Status Criteria for Successful Implementation
3.1	<p>Include and enforce requirement for contractors to plan and implement RE and PPC measures (<i>inter alia</i>, measures related to hazardous substances and materials) as part of CESMP.</p> <p>Develop, keep updating and follow Operation Manuals for Project SWM facilities in line with international standards.</p> <p>Landfill Operation Manual shall include systems for waste registration, compaction, covering, protection of soil and groundwater, management of leachate, surface runoff, landfill gas.</p> <p>Include and enforce requirement for SWM service providers to plan and implement RE and PPC measures (<i>inter alia</i>, measures related to hazardous substances and materials) as part of OESMP including the staff training programmes.</p> <p>Include and enforce RE and PPC measures to be implemented by contractors within Landfill Closure and Aftercare Manual (LCAM) and during closure and remediation of dumpsites.</p>	<p>Benefits: RE and PPC measures are planned and implemented as part of ESMS for the Project</p>	<p>EBRD PR 3</p> <p>KPI 3.1 Resource Efficiency</p> <p>KPI 3.2 Pollution Prevention and Control – Air Emissions</p> <p>KPI 3.3 Pollution Prevention and Control – Wastewater</p> <p>EIB ESS2, ESS4, ESS9</p> <p>National legislation and regulations</p> <p>EU Landfill Directive</p> <p>International best practices</p>	<p>Responsibility:</p> <p>EPIU and contractors during construction works.</p> <p>Regional SWM Operator staff, SWM service providers and contractors during operation phase, closure and remediation of dumpsites, closure and aftercare of landfill</p> <p>Resources:</p> <p>EPIU, Regional SWM Operator staff, contractors, SWM service providers</p> <p>Investment needs: TAC1 (tender and supervision), TAC2 (when contracted); national budget, as appropriate</p>	<p>Preparation pre- construction Implementation throughout the Project</p>	<p>Operation manuals including RE and PPC measures for construction and operation of SWM facilities are available, systematically updated and followed.</p> <p>Implementation status is reflected in AESRs.</p>

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No.	Action	Environmental & Social Risks (Liability/ Benefits)	Requirement (Legislative, EBRD PR, Best Practice)	Resources, Investment Needs and Responsibility	Timetable	Target and Evaluation Status Criteria for Successful Implementation
3.2.	<p>Implement mitigation measures related to air emissions and noise/vibration from machinery/equipment.            Ensure that all machinery and equipment used during construction and operation are in compliance with national EHS standards &amp; regulations.            Regularly monitor noise levels and mitigate as appropriate (e.g., noise barriers; shielding of machinery).            Ensure that all staff exposed to noise (inclusive of contractors) use adequate PPE.</p>	<p><b>Benefit:</b>            Avoidance / minimise action of accidents and associated liability</p>	<p>EBRD PR 3            KPI 3.1 Resource Efficiency            KPI 3.2 Pollution Prevention and Control – Air Emissions            KPI 3.3 Pollution Prevention and Control – Wastewater            EIB ESS9            National legislation and regulations, Best practices</p>	ditto	<p>Preparation pre-construction            Implementation throughout the Project</p>	<p>AESRs submitted to EBRD and EIB include section on measures implemented for reduction of emissions and noise/vibration from machinery/equipment.</p>

*A. Goss*

No.	Action	Environmental & Social Risks (Liability/Benefits)	Requirement (Legislative, EBRD PR, Best Practices)	Resources, Investment Needs and Responsibility	Timetable	Target and Evaluation Status Criteria for Successful Implementation
3.3.	Implement mitigation measures related to dust control: Ensure that working practices throughout the Project include dust prevention and control measures. Provide staff training. Ensure that all staff exposed to dust (inclusive of contractors) use adequate PPE.	Benefit: Avoidance / minimise action of nuisances / accidents and associated liability	EBRD PR 3 KPI 3.2 Pollution Prevention and Control - Air Emissions EIB ESS9 National legislation and regulations Best practices	ditto	Preparation pre-construction Implementation throughout the Project	AESRs submitted to EBRD and EIB include section on dust control measures implemented.

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No.	Action	Environmental & Social Risks (Liability/Benefits)	Requirement (Legislative, EBRD PR, Best Practice)	Resources, Investment Needs and Responsibility	Timetable	Target and Evaluation Status Criteria for Successful Implementation
3.4	<p>Develop and implement measures addressing climate change impacts of the Project (to reduce emissions of GHGs) and on the Project (to ensure resilience of SWM operations, e.g., in case of extreme weather events).</p> <p>Include in CESMP, OESMP and SEP measures for raising awareness of climate change for staff of contractors, SWM service providers, the local communities and other stakeholders.</p>	<p><b>Benefits:</b></p> <p>Contribution to reduction of GHG emissions.</p> <p>Enhanced resilience of Project operations to climate change</p>	<p>EBRD GET Approach</p> <p>EIB ESS4</p> <p>National legislation and commitments according to international agreements</p>	<p><b>Responsibility:</b> EPIU and contractors during construction works.</p> <p>Regional SWM Operator staff SWM service providers and contractors during operation phase, closure and remediation of dumpsites, closure and aftercare of landfill</p> <p><b>Resources:</b></p> <p>EPIU, Regional SWM Operator staff, contractors, SWM service providers</p> <p><b>Investment needs:</b></p> <p>TAC1 (tender and supervision), TAC2 (when contracted); national budget, as appropriate</p>	<p>Preparation pre-construction , commissioning (pre-operation)</p> <p><b>Implementation</b> n throughout the Project</p>	<p>AESRs submitted to EBRD and EIB include section on climate change impact mitigation measures.</p>

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No.	Action	Environmental & Social Risks (Liability/Benefits)	Requirement (Legislative, EBRD PR, Best Practice)	Resources, Investment Needs and Responsibility	Timetable	Target and Evaluation Status Criteria for Successful Implementation
3.5.	<p>Implement mitigation measures related to onsite traffic.</p> <p>Ensure preparation and implementation of traffic management plans at construction and operation sites. Instruct and monitor all contractors and their drivers; ascertain that all drivers have the correct licenses and are trained for this Project.</p>	<p><b>Benefits:</b></p> <p>Avoidance / minimise action of nuisances / accidents and associated liability</p>	<p>EBRD PR2 &amp; PR3</p> <p>EIB ESS9</p> <p>National regulations</p> <p>Best practice</p>	ditto	<p>Preparation pre-construction implementation throughout the Project</p>	<p>AESRs submitted to EBRD and EIB include section on audits of onsite traffic management.</p>
3.6.	<p>Develop and implement within CESMP and OESMP a detailed water management plan and mitigation measures to reduce losses of potable water, to ensure efficient use of technical water, to protect surface water bodies and groundwater from contamination.</p>	<p><b>Benefits:</b></p>	<p>EBRD PR3</p> <p>KPI 3.3 (PPC - Wastewaters &amp; Water used)</p> <p>EIB ESS2, ESS4</p> <p>National legislation</p> <p>Best practice</p>	ditto	<p>Preparation pre-construction, commissioning (pre-operation) implementation throughout the Project</p>	<p>Water management plan is part of ESMP.</p> <p>Implementation is reflected in AESRs submitted to EBRD and EIB.</p>
PR4. Health, Safety and Security						

No.	Action	Environmental & Social Risks (Liability/Benefits)	Requirement (Legislative, EBRD PR, Best Practice)	Resources, Investment Needs and Responsibility	Timetable	Target and Evaluation Status Criteria for Successful Implementation
4.1.	<p>include and enforce requirements for contractors and SWM service providers to:</p> <ul style="list-style-type: none"> <li>- develop and implement an occupational health and safety management system based on regular Occupational Health and Safety Assessments.</li> <li>- appoint competent H&amp;S Managers for the construction, operation, closure and aftercare phases.</li> <li>- perform procedures for staff training and health checks.</li> <li>- implement measures addressing the risks posed by COVID-19</li> </ul>	<p><b>Benefits:</b> OHS management system addressing the risks related to construction works and SWM operations</p>	<p><b>EBRD PR4</b> KPI 4.1 Occupational Health and Safety  EIB ESS9  Best practice  Recommendations of WHO, national and regional authorities in Moldova</p>	<p><b>Responsibility:</b> EPIU and contractors during construction works.  Regional SWM Operator staff, SWM service providers and contractors during operation phase, closure and remediation of dumpsites, closure and aftercare of landfill  <b>Resources:</b> EPIU, Regional SWM Operator staff, contractors, SWM service providers  <b>Investment needs:</b> TAC1 and TAC2 (when contracted) ; national budget, as appropriate</p>	<p><b>Preparation</b> pre- construction , commissioning (pre-operation) <b>Implementation</b> throughout the Project</p>	<p><b>Functioning OHS</b> management system in place.  Reports on accidents and incidents prepared according to national procedures and reflected in AESRs.</p>

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No.	Action	Environmental & Social Risks (Liability/ Benefits)	Requirement (Legislative, EBRD PR, Best Practice)	Resources, Investment Needs and Responsibility	Timetable	Target and Evaluation Status Criteria for Successful Implementation
4.2.	<p>CESMP, OESMP and EPRP should include provisions for community health, safety and security.</p> <p>Key issues are land use, noise, traffic disturbance (heavy lorries) and dust emissions, windblown litter, leachate spreading, odour nuisance and visual impacts of SWM operations as well as risks related to unauthorized access to construction sites and to SWM facilities</p>	<p><b>Benefits:</b> Avoidance / minimise action of incidents and associated liability.  Better relationship with local residents.</p>	<p>EBRD PR 4 KPI 4.2 Community Health and Safety EIB ESS2, ESS9</p>	<p><b>Responsibility:</b> EPIU and contractors during construction works.  Regional SWM Operator staff, SWM service providers and contractors during operation phase, closure and remediation of dumpsites, closure and aftercare of landfill  <b>Resources:</b> EPIU, Regional SWM Operator staff, contractors, SWM service providers  <b>Investment needs:</b> TAC1 (tender and supervision), TAC2 when contracted; national budget, as appropriate</p>	<p><b>Preparation</b> pre-construction, commissioning (for operation)  <b>Implementation</b> on throughout the Project</p>	<p>Requirement included in tender documents and contracts.  Implementation is reflected in AESRs submitted to EBRD and EIB.</p>

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No.	Action	Environmental & Social Risks (Liability/Benefits)	Requirement (Legislative, EBRD PR, Best Practice)	Resources, Investment Needs and Responsibility	Timetable	Target and Evaluation Status Criteria for Successful Implementation
4.3	<p>Establish procedures to ensure detailed engineering design includes:</p> <ul style="list-style-type: none"> <li>- measures to reduce risks caused by natural hazards.</li> <li>- measures to avoid exposure and spread of diseases.</li> <li>- high health &amp; safety standards for infrastructure, buildings, structures, and equipment.</li> </ul> <p>Involve experienced consultants (from engineering design stage and on), experienced contractors (during construction works) and capable providers of services (during operation of SWM system) to ensure meeting H&amp;S standards.</p>	<p><b>Benefits:</b> Facilities and operations meeting H&amp;S standards</p>	<p>EBRD PR 4 KPI 4.3 Infrastructure, Building, and Equipment Design and Safety KPI 4.7 Natural Hazards KPI 4.8 Exposure to Disease EIB ESS9 National legislation GIP</p>	<p>ditto</p>	<p>Preparation pre- construction Implementation throughout the Project</p>	<p>Tender and contractual requirements for design and construction Detailed design approved by EBRD Measures are embedded in the ESMS and ESMP (when developed) and reported in AESRs submitted to the EBRD.</p>

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No.	Action	Environmental & Social Risks (Liability/Benefits)	Requirement (Legislative, EBRD PR, Best Practice)	Resources, Investment Needs and Responsibility	Timetable	Target and Evaluation Status Criteria for Successful Implementation
4.4.	<p>include and enforce (via audits and corrective actions) requirement for contractors, equipment suppliers and SWM service providers to ensure safety of compost, recyclables and waste collection through good design of facilities and operation practices.</p>	<p><b>Benefits:</b> Lowering risks for workers and customers</p>	<p>EBRD PR 4 KPI 4.5 (Product and Services Safety) EIB ESS9 National legislation Best practices</p>	<p><b>Responsibility:</b> EPIU, contractors, equipment suppliers during construction. Regional SWM Operator staff, equipment suppliers, SWM service providers during operation phase <b>Resources:</b> EPIU, Regional SWM Operator staff, contractors, equipment suppliers, SWM service providers <b>Investment needs:</b> TAC1; national budget, as appropriate</p>	<p><b>Preparation</b> pre-construction, pre-operation <b>Implementation</b> throughout the Project</p>	<p>Audits and corrective measures reported in AESRs submitted to EBRD</p>

No.	Action	Environmental & Social Risks (Liability/Benefits)	Requirement (Legislative, EBRD PR, Best Practice)	Resources, Investment Needs and Responsibility	Timetable	Target and Evaluation Status Criteria for Successful Implementation
4.5.	<p>Develop/update and maintain procedures integrated in an Emergency Preparedness and Response Plan (EPRP) as part of ESMS for the Project.</p> <p>Require contractors and SWM service providers to adopt EPRPs and to ensure capacity to follow them.</p> <p>Ensure staff training (EPIU, contractors, SWM service providers):</p>	<p><b>Benefits:</b></p> <p>Minimizing E&amp;S impacts from emergency situations.</p>	<p>EBRD PR4</p> <p>KPI 4.9 (Emergency Preparedness and Response)</p> <p>EIB ESS1, ESS9</p> <p>National legislation</p> <p>Best practice</p>	<p><b>Responsibility:</b> EPIU and contractors during pre-construction and construction.</p> <p>Regional SWM Operator staff, SWM service providers during operation.</p> <p>Contractors during remediation of dumpsites.</p> <p><b>Resources:</b> EPIU, Regional SWM Operator staff, contractors, SWM service providers</p> <p><b>Investment needs:</b> TAC1; national budget, as appropriate</p>	<p><b>Preparation</b></p> <p>pre-construction</p> <p><b>Implementation</b></p> <p>throughout the Project</p>	<p>EPRP adopted.</p> <p>Resources allocated, trainings conducted and reported in AESRs submitted to the EBRD.</p>

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No.	Action	Environmental & Social Risks (Liability/Benefits)	Requirement (Legislative, EBRD PR, Best Practice)	Resources, Investment Needs and Responsibility	Timetable	Target and Evaluation Status Criteria for Successful Implementation
4.6.	Ensure preparation and implementation of Traffic Management Plans for all phases of the Project (as part of CESMP and OESMP)	<b>Benefits:</b> Reducing traffic nuisance, accidents, emissions caused by Project vehicles	EBRD PR 4 KPI 4.8 Traffic and Road Safety EIB ESS9 National legislation Best practice	<b>Responsibility:</b> EPIU and contractors during pre-construction and construction.  Regional SWM Operator staff U, SWM service providers and contractors during operation phase, closure and remediation of dumpsites, closure and aftercare of landfill  <b>Resources:</b> EPIU, Regional SWM Operator staff, contractors, SWM service providers  <b>Investment needs:</b> TAC1; national budget, as appropriate	<b>Preparation</b> pre- construction , pre-operation  <b>Implementation</b> throughout the Project	<b>Traffic Management Plans</b> adopted, implementation reported in AESRS submitted to EBRD
PR5 Land Acquisition, Involuntary Resettlement and Economic Displacement						

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No.	Action	Environmental & Social Risks (Liability/Benefits)	Requirement (Legislative, EBRD PR, Best Practice)	Resources, Investment Needs and Responsibility	Timetable	Target and Evaluation Status Criteria for Successful Implementation
5.1.	<p>If any land acquisition and resettlement impacts are identified, the client will address the impacts by preparing and implementing a Resettlement Plan (RP). RP should be developed as per requirements of LARF and PR5, approved by EBRD, and implemented prior to the occurrence of impacts (before acquisition takes place).</p> <p>The implementation of RP should be verified through a completion report prepared by external resettlement consultant.</p>	<p>Avoid or minimize land acquisition and resettlement impacts</p>	<p>EBRD PR 5 EIB ESS6, ESS7, ESS10 National legislation Best practice</p>	<p><b>Responsibility:</b> EPIU during pre-construction and construction. <b>Resources:</b> EPIU, SWM service providers <b>Investment needs:</b> Consultant for RP preparation and implementation (if relevant) ; national budget, as appropriate</p>	<p>Preparation (if relevant) pre-construction <b>Implementation</b> per RP, if relevant</p>	<p>RP prepared and approved by EBRD Progress is reflected in RP monitoring reports and/or AESRs. Completion report submitted to EBRD</p>
<p><b>R6 Biodiversity and Living Natural Resources</b></p>						

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No.	Action	Environmental & Social Risks (Liability/Benefits)	Requirement (Legislative, EBRD PR, Best Practice)	Resources, Investment Needs and Responsibility	Timetable	Target and Evaluation Status Criteria for Successful Implementation
6.1	Update EIA sections related to biodiversity if relevant per the current status of habitats and protected areas in accordance with adjusted Project concept. Include in CESMP, OESMP, LCAM and implement measures to lower Project impacts on biodiversity.	<b>Benefits:</b> Avoiding/ lowering Project impacts on biodiversity	EBRD PR6 EIB ESS3 National legislation Obligations per international conventions Best practice	<b>Responsibility:</b> EPIU and contractors during pre-construction and construction. Regional SWM Operator staff, SWM service providers and contractors during operation phase, closure and remediation of dumpsites, closure and aftercare of landfill <b>Resources:</b> EPIU, Regional SWM Operator staff, contractors, SWM service providers <b>Investment needs:</b> TAC1; national budget, as appropriate	<b>Preparation</b> (if relevant) pre-construction, pre-operation, pre-aftercare <b>Implementation</b> thought the Project, if relevant	Biodiversity conservation plan, if relevant, prepared, implemented and reported in AESR.
PR7 Indigenous People – not applicable as there are no Indigenous People in Moldova						
PR8 Cultural Heritage						

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No.	Action	Environmental & Social Risks (Liability/Benefits)	Requirement (Legislative, EBRD PR, Best Practice)	Resources, Investment Needs and Responsibility	Timetable	Target and Evaluation Status Criteria for Successful Implementation
8.1	Update EIA sections on the assessment of cultural heritage, chance find likelihood and visual impacts on landscape per the adjusted Project concept in consultation with the specialists and the local communities. Plan and implement measures, if relevant, to lower impacts on cultural heritage, visual impacts on landscape.	<b>Benefits:</b> Avoiding/ lowering Project impacts on cultural heritage	EBRD PR 8 KPI 8.1 Assessment and Management of Impacts on Cultural Heritage EIB ESS5 National legislation Best practices	<b>Responsibility:</b> EPIU and contractors during pre-construction and construction. Regional SWM Operator staff, SWM service providers and contractors during operation phase, closure and remediation of dumpsites, closure and aftercare of landfill <b>Resources:</b> EPIU, Regional SWM Operator staff assigned to EPIU, contractors, SWM service providers <b>Investment needs:</b> TAC1 ; national budget, as appropriate	<b>Preparation</b> pre- construction and pre- operation (if relevant) <b>Implementation</b> through the Project	Cultural heritage protection plan, if relevant, prepared, implemented and reported in AESR.
PR9 Financial Intermediaries – not applicable for the Project						
PR10 Information Disclosure and Stakeholder Engagement						

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No.	Action	Environmental & Social Risks (Liability/Benefits)	Requirement (Legislative, EBRD PR, Best Practice)	Resources, Investment Needs and Responsibility	Timetable	Target and Evaluation Status Criteria for Successful Implementation
10.1	<p><b>Stakeholder Engagement Plan</b></p> <p>Ensure disclosure of updated EIA and SEP for the Project according to legal and regulatory requirements of Moldova and EBRD ESP. Develop, update as necessary and implement the SEP using adequate communication tools for consulting various stakeholder groups throughout the Project.</p> <p>Incorporate relevant comments/ concerns into the Project design and operations.</p>	<p><b>Benefits:</b></p> <p>Stakeholder consultation throughout the Project</p> <p>Effective grievance mechanism available</p>	<p><b>EBRD PR10</b></p> <p>KPI 10.1 Stakeholder Engagement Plan</p> <p>EIB ESS10</p> <p>National legislation</p> <p>Aarhus Convention</p> <p>Best practices</p>	<p><b>Responsibility:</b> EPIU during pre-construction and construction.</p> <p>Regional SWM Operator staff, SWM service providers and contractors during operation phase, closure and remediation of dumpsites, closure and aftercare of landfill</p> <p><b>Resources:</b></p> <p>EPIU, Regional SWM Operator staff, contractors, SWM service providers</p> <p><b>Investment needs:</b> TAC1 (tender) TAC2 (when contracted) ; national budget, as appropriate</p>	<p><b>Preparation</b></p> <p>pre- construction , commissioning (pre-operation)</p> <p><b>Implementation</b></p> <p>throughout the Project</p>	<p>AESRs submitted to EBRD include information on implementation of SEP and grievance mechanism.</p>

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No.	Action	Environmental & Social Risks (Liability/Benefits)	Requirement (Legislative, EBRD PR, Best Practice)	Resources, Investment Needs and Responsibility	Timetable	Target and Evaluation Status Criteria for Successful Implementation
10.2.	<p><b>Community Liaison Group(s)</b>            Establish and maintain within SEP a system of regular (online and offline) meetings of Community Liaison Group(s). Ensure that local residents are fairly represented in the Group(s). Ensure that information about these meetings and their outcome is effectively communicated to the local community.</p> <p>Client to assign Community Liaison Officer</p>	<p><b>Benefits:</b>            Communities support to the Project and benefit from the investments</p>	<p>EBRD PR10            KPI 10.1 Stakeholder Engagement Plan            EIB ESS10            National legislation            Best practices</p>	<p><b>Responsibility:</b> EPIU during pre-construction and construction.            Regional SWM Operator staff, SWM service providers and contractors throughout further Project activities  <b>Resources:</b>            EPIU, Regional SWM Operator staff, contractors, SWM service providers  <b>Investment needs:</b>            TAC2 (when contracted) ; national budget, as appropriate</p>	<p><b>Preparation</b>            pre- construction and pre-operation  <b>Implementation</b>            throughout the Project</p>	<p>List of Group members, records of meetings.            Updated SEP.            CLO assigned            AESRs submitted to EBRD.</p>

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No.	Action	Environmental & Social Risks (Liability/ Benefits)	Requirement (Legislative, EBRD PR, Best Practice)	Resources, Investment Needs and Responsibility	Timetable	Target and Evaluation Status Criteria for Successful Implementation
10.3.	<p><b>Grievance Mechanism for Public / Local Community</b></p> <p>Establish and maintain an effective grievance registration and redress procedure for communities neighbouring to Project sites and for and other stakeholders in the Project. Ensure that grievances are registered dealt with speedily, effectively, and fairly.</p>	<p><b>Benefits:</b></p> <p>timely receiving and redressing the Project related feedback</p>	<p>EBRD PR10 KPI 10.2 Operational Grievance Mechanism EIB ESS10 Best practices</p>	<p><b>Responsibility:</b> EPIU during pre-construction and construction. Regional SWM Operator staff, SWM service providers and contractors throughout operation phase, closure and remediation of dumpsites, closure and aftercare of landfill</p> <p><b>Resources:</b> EPIU, Regional SWM Operator staff, contractors, SWM service providers</p> <p><b>Investment needs:</b> TAC1 (tender), TAC2 when contracted; national budget, as appropriate</p>	<p>Preparation pre- construction , pre-operation <b>Implementation</b> throughout the Project</p>	<p>Grievances registered and redressed within 10 working days. This is reflected in AESRs submitted to EBRD.</p>