

## **Article 40: Water and Sewage**

On the basis of good-will, both sides have reached the following agreement in the sphere of Water and Sewage:

### Principles

1. Israel recognizes the Palestinian water rights in the West Bank. These will be negotiated in the permanent status negotiations and settled in the Permanent Status Agreement relating to the various water resources.
2. Both sides recognize the necessity to develop additional water for various uses.
3. While respecting each side's powers and responsibilities in the sphere of water and sewage in their respective areas, both sides agree to coordinate the management of water and sewage resources and systems in the West Bank during the interim period, in accordance with the following principles:
  - a. Maintaining existing quantities of utilization from the resources, taking into consideration the quantities of additional water for the Palestinians from the Eastern Aquifer and other agreed sources in the West Bank as detailed in this Article.
  - b. Preventing the deterioration of water quality in water resources.
  - c. Using the water resources in a manner which will ensure sustainable use in the future, in quantity and quality.
  - d. Adjusting the utilization of the resources according to variable climatological and hydrological conditions.
  - e. Taking all necessary measures to prevent any harm to water resources, including those utilized by the other side.
  - f. Treating, reusing or properly disposing of all domestic, urban, industrial, and agricultural sewage.
  - g. Existing water and sewage systems shall be operated, maintained and developed in a coordinated manner, as set out in this Article.
  - h. Each side shall take all necessary measures to prevent any harm to the water and sewage systems in their respective areas.
  - i. Each side shall ensure that the provisions of this Article are applied to all resources and systems, including those privately owned or operated, in their respective areas.

## **Transfer of Authority**

4. The Israeli side shall transfer to the Palestinian side, and the Palestinian side shall assume, powers and responsibilities in the sphere of water and sewage in the West Bank related solely to Palestinians, that are currently held by the military government and its Civil Administration, except for the issues that will be negotiated in the permanent status negotiations, in accordance with the provisions of this Article.
5. The issue of ownership of water and sewage related infrastructure in the West Bank will be addressed in the permanent status negotiations.

## **Additional Water**

6. Both sides have agreed that the future needs of the Palestinians in the West Bank are estimated to be between 70 - 80 mcm/year.
7. In this framework, and in order to meet the immediate needs of the Palestinians in fresh water for domestic use, both sides recognize the necessity to make available to the Palestinians during the interim period a total quantity of 28.6 mcm/year, as detailed below:

### ***a. Israeli Commitment:***

- 1) Additional supply to Hebron and the Bethlehem area, including the construction of the required pipeline - 1 mcm/year.
- 2) Additional supply to Ramallah area - 0.5 mcm/year.
- 3) Additional supply to an agreed take-off point in the Salfit area - 0.6 mcm/year.
- 4) Additional supply to the Nablus area - 1 mcm/year.
- 5) The drilling of an additional well in the Jenin area - 1.4 mcm/year.
- 6) Additional supply to the Gaza Strip - 5 mcm/year.
- 7) The capital cost of items (1) and (5) above shall be borne by Israel.

### ***b. Palestinian Responsibility:***

- 1) An additional well in the Nablus area - 2.1 mcm/year.
- 2) Additional supply to the Hebron, Bethlehem and Ramallah areas from the Eastern Aquifer or other agreed sources in the West Bank - 17mcm/year.
- 3) A new pipeline to convey the 5 mcm/year from the existing Israeli water system to the Gaza Strip. In the future, this quantity will come from desalination in Israel.
- 4) The connecting pipeline from the Salfit take-off point to Salfit.
- 5) The connection of the additional well in the Jenin area to the consumers.

- 6) The remainder of the estimated quantity of the Palestinian needs mentioned in paragraph 6 above, over the quantities mentioned in this paragraph (41.4 - 51.4 mcm/year), shall be developed by the Palestinians from the Eastern Aquifer and other agreed sources in the West Bank. The Palestinians will have the right to utilize this amount for their needs (domestic and agricultural).
8. The provisions of paragraphs 6-7 above shall not prejudice the provisions of paragraph 1 to this Article.
9. Israel shall assist the Council in the implementation of the provisions of paragraph 7 above, including the following:
  - a. Making available all relevant data.
  - b. Determining the appropriate occasions for drilling of wells.
10. In order to enable the implementation of paragraph 7 above, both sides shall negotiate and finalize as soon as possible a Protocol concerning the above projects, in accordance with paragraphs 18 - 19 below.

### **The Joint Water Committee**

11. In order to implement their undertakings under this Article, the two sides will establish, upon the signing of this Agreement, a permanent Joint Water Committee (JWC) for the interim period, under the auspices of the CAC.
12. The function of the JWC shall be to deal with all water and sewage related issues in the West Bank including, inter alia:
  - a. Coordinated management of water resources.
  - b. Coordinated management of water and sewage systems.
  - c. Protection of water resources and water and sewage systems.
  - d. Exchange of information relating to water and sewage laws and regulations.
  - e. Overseeing the operation of the joint supervision and enforcement mechanism.
  - f. Resolution of water and sewage related disputes.
  - g. Cooperation in the field of water and sewage, as detailed in this Article.
  - h. Arrangements for water supply from one side to the other.
  - i. Monitoring systems. The existing regulations concerning measurement and monitoring shall remain in force until the JWC decides otherwise.
  - j. Other issues of mutual interest in the sphere of water and sewage.
13. The JWC shall be comprised of an equal number of representatives from each side.

14. All decisions of the JWC shall be reached by consensus, including the agenda, its procedures and other matters.
15. Detailed responsibilities and obligations of the JWC for the implementation of its functions are set out in Schedule 5.

### **Supervision and Enforcement Mechanism**

16. Both sides recognize the necessity to establish a joint mechanism for supervision over and enforcement of their agreements in the field of water and sewage, in the West Bank.
17. For this purpose, both sides shall establish, upon the signing of this Agreement, Joint Supervision and Enforcement Teams (JSET), whose structure, role, and mode of operation is detailed in Schedule 6.

### **Water Purchases**

18. Both sides have agreed that in the case of purchase of water by one side from the other, the purchaser shall pay the full real cost incurred by the supplier, including the cost of production at the source and the conveyance all the way to the point of delivery. Relevant provisions will be included in the Protocol referred to in paragraph 19 below.
19. The JWC will develop a Protocol relating to all aspects of the supply of water from one side to the other, including, inter alia, reliability of supply, quality of supplied water, schedule of delivery and off-set of debts.

### **Mutual Cooperation**

20. Both sides will cooperate in the field of water and sewage, including, inter alia:
  - a. Cooperation in the framework of the Israeli-Palestinian Continuing Committee for Economic Cooperation, in accordance with the provisions of Article XI and Annex III of the Declaration of Principles.
  - b. Cooperation concerning regional development programs, in accordance with the provisions of Article XI and Annex IV of the Declaration of Principles.
  - c. Cooperation, within the framework of the joint Israeli-Palestinian-American Committee, on water production and development related projects agreed upon by the JWC.
  - d. Cooperation in the promotion and development of other agreed water-related and sewage-related joint projects, in existing or future multi-lateral forums.
  - e. Cooperation in water-related technology transfer, research and development, training, and setting of standards.

- f. Cooperation in the development of mechanisms for dealing with water-related and sewage related natural and man-made emergencies and extreme conditions.
- g. Cooperation in the exchange of available relevant water and sewage data, including:
  - 1) Measurements and maps related to water resources and uses.
  - 2) Reports, plans, studies, researches and project documents related to water and sewage.
  - 3) Data concerning the existing extractions, utilization and estimated potential of the Eastern, North-Eastern and Western Aquifers (attached as Schedule 7).

#### **Protection of Water Resources and Water and Sewage Systems**

- 21. Each side shall take all necessary measures to prevent any harm, pollution, or deterioration of water quality of the water resources.
- 22. Each side shall take all necessary measures for the physical protection of the water and sewage systems in their respective areas.
- 23. Each side shall take all necessary measures to prevent any pollution or contamination of the water and sewage systems, including those of the other side.
- 24. Each side shall reimburse the other for any unauthorized use of or sabotage to water and sewage systems situated in the areas under its responsibility which serve the other side.

#### **The Gaza Strip**

- 25. The existing agreements and arrangements between the sides concerning water resources and water and sewage systems in the Gaza Strip shall remain unchanged, as detailed in Schedule 8.

#### **Schedule 5**

#### **Joint Water Committee**

Pursuant to Article 40, paragraph 15 of this Appendix, the obligations and responsibilities of the JWC shall include:

- 1. Coordinated management of the water resources as detailed hereunder, while maintaining the existing utilization from the aquifers as detailed in Schedule 10, and taking into consideration the quantities of additional water for the Palestinians as detailed in Article 40.  
It is understood that the above-mentioned Schedule 10 contains average annual quantities, which shall constitute the basis and guidelines for the operation and decisions of the JWC:
  - a. All licensing and drilling of new wells and the increase of extraction from any

water source, by either side, shall require the prior approval of the JWC.

- b. All development of water resources and systems, by either side, shall require the prior approval of the JWC.
- c. Notwithstanding the provisions of a. and b. above, it is understood that the projects for additional detailed in paragraph 7 of Article 40, are agreed in principle between the two sides. Accordingly, only the geo- hydrological and technical details and specifications of these projects shall be brought before the JWC for approval prior to the commencement of the final design and implementation process.
- d. When conditions, such as climatological or hydrological variability, dictate a reduction or enable an increase in the extraction from a resource, the JWC shall  
  
determine the changes in the extractions and in the resultant supply. These changes will be allocated between the two sides by the JWC in accordance with methods and procedures determined by it.
- e. The JWC shall prepare, within three months of the signing of this Agreement, a Schedule to be attached to this Agreement, of extraction quotas from the water resources, based on the existing licenses and permits.  
The JWC shall update this Schedule on a yearly basis and as otherwise required.

2. Coordinated management of water and sewage systems in the West Bank, as follows:

- a. Existing water and sewage systems, which serve the Palestinian population solely, shall be operated and maintained by the Palestinian side solely, without interference or obstructions, in accordance with the provisions of Article 40.
- b. Existing water and sewage systems serving Israelis, shall continue to be operated and maintained by the Israeli side solely, without interference or obstructions, in accordance with the provisions of Article 40.
- c. The systems referred to in a and b above shall be defined on Maps to be agreed upon by the JWC within three months from the signing of this Agreement.
- d. Plans for construction of new water and sewage systems or modification of existing systems require the prior approval of the JWC.

## Schedule 6

### **Supervision and Enforcement Mechanism**

Pursuant to Article 40, Paragraph 17 of this Appendix:

1. Both sides shall establish, upon the signing of this Agreement, no less than five Joint Supervision and Enforcement Teams (JSETs) for the West Bank, under the control and supervision of the JWC, which shall commence operation immediately.
2. Each JSET shall be comprised of no less than two representatives from each side, each side in its own vehicle, unless otherwise agreed. The JWC may agree on changes in the number of JSETs and their structure.
3. Each side will pay its own costs, as required to carry out all tasks detailed in this Schedule. Common costs will be shared equally.
4. The JSETs shall operate, in the field, to monitor, supervise and enforce the implementation of Article 40 and this Schedule, and to rectify the situation whenever an infringement has been detected, concerning the following:
  - a. Extraction from water resources in accordance with the decisions of the JWC, and the Schedule to be prepared by it in accordance with subparagraph 1.e of Schedule 8.
  - b. Unauthorized connections to the supply systems and unauthorized water uses;
  - c. Drilling of wells and development of new projects for water supply from all sources;
  - d. Prevention of contamination and pollution of water resources and systems;
  - e. Ensuring the execution of the instructions of the JWC on the operation of monitoring and measurement systems;
  - f. Operation and maintenance of systems for collection, treatment, disposal and reuse, of domestic and industrial sewage, of urban and agricultural runoff, and of urban and agricultural drainage systems;
  - g. The electric and energy systems which provide power to all the above systems;
  - h. The Supervisory Control and Data Acquisition (SCADA) systems for all the above systems;
  - i. Water and sewage quality analyses carried out in approved laboratories, to ascertain that these laboratories operate according to accepted standards and practices, as agreed by the JWC. A list of the approved laboratories will be developed by the JWC;
  - j. Any other task, as instructed by the JWC.

5. Activities of the JSETs shall be in accordance with the following:

- a. The JSETs shall be entitled, upon coordination with the relevant DCO, to free, unrestricted and secure access to all water and sewage facilities and systems, including those privately owned or operated, as required for the fulfillment of their function.
- b. All members of the JSET shall be issued identification cards, in Arabic, Hebrew and English containing their full names and a photograph.
- c. Each JSET will operate in accordance with a regular schedule of site visits, to wells, springs and other water sources, water works, and sewage systems, as developed by the JWC.
- d. In addition, either side may require that a JSET visit a particular water or sewage facility or system, in order to ensure that no infringements have occurred. When such a requirement has been issued, the JSET shall visit the site in question as soon as possible, and no later than within 24 hours.
- e. Upon arrival at a water or sewage facility or system, the JSET shall collect and record all relevant data, including photographs as required, and ascertain whether an infringement has occurred. In such cases, the JSET shall take all necessary measures to rectify it, and reinstate the status quo ante, in accordance with the provisions of this Agreement. If the JSET cannot agree on the actions to be taken, the matter will be referred immediately to the two Chairmen of the JWC for decision.
- f. The JSET shall be assisted by the DCOs and other security mechanisms established under this Agreement, to enable the JSET to implement its functions.
- g. The JSET shall report its findings and operations to the JWC, using forms which will be developed by the JWC.

## Schedule 7

### **Data Concerning Aquifers**

Pursuant to Article 40, paragraph 20 and Schedule 8 paragraph 1 of this Appendix:

The existing extractions, utilization and estimated potential of the Eastern, North- Eastern, and Western Aquifers are as follows:

#### **Eastern Aquifer:**

- In the Jordan Valley, 40 mcm to Israeli users, from wells;
- 24 mcm to Palestinians, from wells;
- 30 mcm to Palestinians, from springs;
- 78 mcm remaining quantities to be developed from the Eastern Aquifer;
- Total = 172 mcm.

#### **North-Eastern Aquifer:**

- 103 mcm to Israeli users, from the Gilboa and Beisan springs, including from wells;
- 25 mcm to Palestinian users around Jenin;
- 17 mcm to Palestinian users from East Nablus springs;
- Total = 145 mcm.

#### **Western Aquifer:**

- 340 mcm used within Israel;
- 20 mcm to Palestinians;
- 2 mcm to Palestinians, from springs near Nablus;
- Total = 362 mcm.

All figures are average annual estimates.

The total annual recharge is **679 mcm**.

## **Schedule 8**

### **The Gaza Strip**

Pursuant to Article 40, Paragraph 25:

1. All water and sewage (hereinafter referred to as "water") systems and resources in the Gaza Strip shall be operated, managed and developed (including drilling) by the Council, in a manner that shall prevent any harm to the water resources.
2. As an exception to paragraph 1., the existing water systems supplying water to the Settlements and the Military Installation Area, and the water systems and resources inside them shall continue to be operated and managed by Mekoroth Water Co.
3. All pumping from water resources in the Settlements and the Military Installation Area shall be in accordance with existing quantities of drinking water and agricultural water.

Without derogating from the powers and responsibilities of the Council, the Council shall not adversely affect these quantities. Israel shall provide the Council with all data concerning the number of wells in the Settlements and the quantities and quality of the water pumped from each well, on a monthly basis.

4. Without derogating from the powers and responsibilities of the Council, the Council shall enable the supply of water to the Gush Katif settlement area and Kfar Darom settlement by Mekoroth, as well as the maintenance by Mekoroth of the water systems supplying these locations.
5. The Council shall pay Mekoroth for the cost of water supplied from Israel and for the real expenses incurred in supplying water to the Council.
6. All relations between the Council and Mekoroth shall be dealt with in a commercial agreement.
7. The Council shall take the necessary measures to ensure the protection of all water systems in the Gaza Strip.
8. The two sides shall establish a subcommittee to deal with all issues of mutual interest including the exchange of all relevant data to the management and operation of the water resources and systems and mutual prevention of harm to water resources.
9. The subcommittee shall agree upon its agenda and upon the procedures and manner of its meetings, and may invite experts or advisers as it sees fit.