

N° 2687.

POLOGNE
ET TCHÉCOSLOVAQUIE

Convention concernant l'utilisation
des installations municipales de
l'ancienne commune de Teschen,
avec protocole final. Signés à
Olomuniec, le 21 décembre 1929.

POLAND
AND CZECHOSLOVAKIA

Convention concerning the Operation
of the Municipal Services of the
former Commune of Teschen,
with Final Protocol. Signed at
Olomuniec, December 21, 1929.

TEXTE TCHÉCOSLOVAQUE. — CZECHOSLOVAK TEXT.

N^o 2687. — SMLOUVA¹ MEZI REPUBLIKOU ČESKOSLOVENSKOU A REPUBLIKOU POLSKOU O UŽÍVÁNÍ MĚSTSKÝCH OBJEKTŮ BÝVALÉ OBCE TĚŠÍNA. PODEPSANÁ V OLOMOUCI DNE 21. PROSINCE 1929.

Textes officiels polonais et tchécoslovaque communiqués par le délégué permanent de la République tchécoslovaque et le délégué de la Pologne auprès de la Société des Nations. L'enregistrement de cette convention a eu lieu le 25 avril 1931.

PRESIDENT REPUBLIKY ČESKOSLOVENSKÉ a PRESIDENT REPUBLIKY POLSKÉ, majíce na zřeteli ustanovení článku 37 smlouvy mezi republikou Československou a republikou Polskou ze dne 23. dubna 1925 o otázkách právních a finančních², rozhodli se sjednati tuto smlouvu. Za tím účelem jmenovali svými zmocněnci :

PRESIDENT REPUBLIKY ČESKOSLOVENSKÉ :

Václava ROUBÍKA, inženýra, přednostu odboru v ministerstvu veřejných prací ;

PRESIDENT REPUBLIKY POLSKÉ :

Profesora Doktora Walery GOETLA, delegáta polské vlády v polsko-československých hraničních jednáních ;

Kteří, předloživše své plné moci a shledavše je obsahem i formou správnými, dohodli se na těchto ustanoveních :

ČÁST I.

VŠEOBECNÁ USTANOVENÍ.

Článek I.

1. Tato smlouva jedná o užívání vodovodu, elektrárny, plynárny, sítě tramwayové a sítě kanalizační obcemi Českým Těšínem a Czieszynem.

2. Veškeré jiné záležitosti, uvedené v článku 37 smlouvy mezi republikou Československou a republikou Polskou ze dne 23. dubna 1925 o otázkách právních a finančních budou, pokud se tak již nestalo, upraveny zvláštními smlouvami mezi oběma státy.

¹ L'échange des ratifications a eu lieu à Varsovie, le 26 mars 1931.

² Vol. XLVIII, page 287, de ce recueil.

TEXTE POLONAIS. — POLISH TEXT.

N^o 2687. — UMOWA¹ POMIĘDZY REPUBLIKĄ CZESKOSŁOWACKĄ A RZECZĄSPOLITĄ POLSKĄ O UŻYWANIU OBIEKTÓW MIEJSKICH DAWNEJ GMINY CIESZYNA. PODPISANA W OŁOMUŃCU DNIA 21 GRUDNIA 1929 ROKU.

Polish and Czechoslovak official texts communicated by the Permanent Delegate of the Czechoslovak Republic and the Polish Delegate accredited to the League of Nations. The registration of this Convention took place April 25, 1931.

PREZYDENT REPUBLIKI CZESKOSŁOWACKIEJ i PREZYDENT RZECZYSPOLITEJ POLSKIEJ, mając na względzie postanowienia artykułu 37 Umowy pomiędzy Republiką Czeskosłowacką a Rzecząspolita Polska z dnia 23 kwietnia 1925 roku w sprawach prawnych i finansowych² postanowili zawrzeć niniejszą Umowę. W tym celu mianowali swymi pełnomocnikami :

PREZYDENT REPUBLIKI CZESKOSŁOWACKIEJ :

Václava ROUBÍKA, Inżyniera, Dyrektora Departamentu w Ministerstwie Robót Publicznych ;

PREZYDENT RZECZYSPOLITEJ POLSKIEJ :

Profesora Doktora Walerego GOETLA, Delegata Rządu Rzeczypospolitej do rokowań granicznych polsko-czeskosłowackich ;

którzy po przedłożeniu swych pełnomocnictw i uznaniu ich za dobre i sporządzone w należytej formie, zgodzili się na następujące postanowienia :

ROZDZIAŁ I.

POSTANOWIENIA OGÓLNE.

Artykuł 1.

1. Umowa niniejsza dotyczy używania wodociągu, elektrowni, gazowni, sieci tramwajowej i sieci kanalizacyjnej przez gminy Český Tešín i Cieszyn.

2. Wszelkie inne sprawy, wymienione w artykule 37 Umowy pomiędzy Republiką Czeskosłowacką a Rzecząspolita Polska z dnia 23 kwietnia 1925 roku w sprawach prawnych i finansowych, będą, o ile się tak dotychczas nie stało, uregulowane w osobnych umowach pomiędzy obu Państwami.

¹ The exchange of ratifications took place at Warsaw, March 26, 1931.

² Vol. XLVIII, page 287, of this Series.

¹ TRANSLATION.

N^o 2687. — CONVENTION BETWEEN THE CZECHOSLOVAK REPUBLIC AND THE POLISH REPUBLIC CONCERNING THE OPERATION OF THE MUNICIPAL SERVICES OF THE FORMER COMMUNE OF TESCHEN. SIGNED AT OLOMUNIEC, DECEMBER 21, 1929.

THE PRESIDENT OF THE CZECHOSLOVAK REPUBLIC and THE PRESIDENT OF THE POLISH REPUBLIC, in view of the provision of Article 37 of the Legal and Financial Convention between the Polish Republic and the Czechoslovak Republic of April 23, 1925, have resolved to conclude the present Convention. For this purpose they have appointed as their Plenipotentiaries :

THE PRESIDENT OF THE CZECHOSLOVAK REPUBLIC :

M. Václav ROUBÍK, Engineer, Director of Department in the Ministry of Public Works ;

THE PRESIDENT OF THE POLISH REPUBLIC :

Professor Doctor Walery GOETEL, Delegate of the Polish Government for frontier negotiations between Poland and Czechoslovakia ;

Who, having communicated their full powers, found in good and due form, have agreed on the following provisions :

PART I.

GENERAL PROVISIONS.

Article 1.

1. The present Convention concerns the operation of the waterworks, electric power station, gasworks, tramway and sewerage systems by the communes of Český Těšín and Cieszyn.

2. All other questions mentioned in Article 37 of the Legal and Financial Convention between the Polish Republic and the Czechoslovak Republic of April 23, 1925, shall, if not already settled, be settled by special agreements between the two States.

PART II.

WATERWORKS.

Article 2.

1. Under Article 43 of the Legal and Financial Convention between the Polish Republic and the Czechoslovak Republic of April 23, 1925, the right of ownership of immovable property, including

¹ Translated by the Secretariat of the League of Nations, for information.

stock, fixtures and dependencies, as well as the right of ownership of movable property, shall be governed by the principle of territoriality.

2. The waterworks of the former commune of Teschen is so divided by the demarcation of the Czechoslovak-Polish frontier that parts thereof with the appurtenant installations situated in Czechoslovak territory, more particularly the springs tapped, filters and reservoir, together with the main conduit up to the State frontier and the distribution system in the commune of Český Těšín, are the sole property of the latter commune.

3. The parts of the waterworks with the appurtenant installations situated in Polish territory, more particularly the main conduit from the State frontier to the reservoir, the reservoir, and the distribution system in Cieszyn, two conduits of which are also used for conveying water to the commune of Český Těšín, are the sole property of the commune of Cieszyn.

Article 3.

The use of the waterworks by the communes of Český Těšín and Cieszyn shall be regulated as follows :

(a) The commune of Český Těšín shall supply the commune of Cieszyn with the share of the daily supply of water from the existing sources which is due to that commune under Article 4, and may also add thereto its own quota as defined in the same Article. The commune of Cieszyn shall take over the water at the point where the present main conduit crosses the State frontier.

(b) The commune of Cieszyn shall convey the water belonging to the commune of Český Těšín from the point referred to in (a) to the existing reservoir, store it there and utilise it in such a manner that when consumption is normal the reservoir shall contain the supply necessary for meeting peak-hour consumption up to one-eighth of the daily requirements. The commune of Cieszyn further undertakes to supply the commune of Český Těšín with water from the reservoir through the existing conduits in such a manner that the latter commune, from the whole quantity of water which will presumably be available in the reservoir for a period of twenty-four hours on any given day, receives the quota due to it under Article 4 ; peak consumption must always be completely covered.

(c) If, as a result of the measures referred to in Article 12,2 the commune of Český Těšín supplies the Cieszyn reservoir with less water than it should under Article 4 receive, the commune of Cieszyn shall store such water up to four-tenths of the whole capacity of the reservoir and supply it to the commune of Český Těšín up to the maximum limit of peak consumption defined in (b).

(d) In addition to water from the springs sapped, both communes shall, so far as may be required, make use of the water from the Tyra stream in the proportion laid down in Article 4.

Article 4.

The daily volume of water obtained from the present area of springs tapped and from the water of the Tyra (so far as the latter is required) shall be divided between the communes of Český Těšín and Cieszyn in the proportion of forty to sixty. The commune of Cieszyn is bound to return to the commune of Český Těšín from each day's supply the volume of water due to it. The permissible leakage of water in the main conduit in Czechoslovak territory between the Oldřichovice water-meter and the water-meter at the State frontier may not exceed four per cent. of the flow. A maximum of one per cent. of such loss, representing the greatest permissible leakage, may be deducted from the quantity of water which the commune of Cieszyn returns to the commune of Český Těšín. This proportion is constant and shall apply irrespective of the total amount on the leakage.

Article 5.

The commune of Český Těšín is responsible for constantly maintaining in proper repair the collector installations (springs, filters and the Oldřichowice reservoir) and the main conduit from the reservoir to the State frontier, and likewise for always carrying out as promptly as possible the necessary repairs and any reconstruction those installations may require ; the commune of Cieszyn is similarly responsible for the main conduit from the State frontier to the reservoir, for the reservoir and for both the conduits from the reservoir to the State frontier. Both communes are bound to observe the greatest possible economy in maintaining and operating the waterworks.

Article 6.

The commune of Cieszyn shall pay the commune of Český Těšín the proportion laid down in Article 4 of the expenditure incurred for the ordinary and extraordinary maintenance of the existing collector installations in joint use and of the main conduit up to the State frontier, as well as of the operating costs of those sections of the waterworks.

Article 7.

The commune of Český Těšín shall pay the commune of Cieszyn the proportion laid down in Article 4 of the expenditure incurred for the ordinary and extraordinary maintenance of the existing waterworks plant in joint use, namely, the main conduit from the State frontier to the reservoir, the reservoir and the two conduits conveying water from the reservoir to the State frontier, as well as of the operating costs of those sections of the waterworks.

Article 8.

Each commune undertakes to refund to the other the amounts defined in Articles 6 and 7 respectively, not later than thirty days following the submission of accounts, failing which ten per cent. interest shall be charged on arrears. The accounts shall be paid in the currency in which they were made out.

Article 9.

1. The commune of Český Těšín shall affix to the conduits four water-meters, one on the main conduit at an appropriate pressure-height below the Oldřichowice reservoir, one on the main conduit before it crosses the State frontier and one each on the conduits conveying water to the commune of Český Těšín. The commune of Cieszyn shall refund to the commune of Český Těšín the proportion due under Article 4 of the cost of purchasing, fitting and maintaining the above four water-meters.

2. The readings of the water-meters shall be reciprocally checked by both communes.

Article 10.

1. The supply of water by the commune of Český Těšín to the commune of Cieszyn is limited by the capacity of the existing collector installations and by the diameter and technical equipment of the present main conduit. The commune of Český Těšín is thus under no obligation to increase the capacity of the waterworks for its own account.

2. The commune of Český Těšín may, at the request of the commune of Cieszyn and in virtue of an agreement concluded with it, increase the capacity of the waterworks in Czechoslovak territory and thus increase the amount of water which can be supplied to the commune of Cieszyn also.

3. The commune of Cieszyn may similarly, at the request of the commune of Český Těšín and in virtue of an agreement concluded with it, increase the capacity of the waterworks in Polish territory and thus increase the amount of water which can be supplied to the commune of Český Těšín also.

4. The agreements referred to in 2 and 3 shall also specify the price of the water obtained by increasing the capacity of the waterworks.

5. Each commune shall carry out the expansion of its own system of distribution for its own account and independently of the other commune.

6. The agreements referred to in paragraphs 2 and 3 shall be confirmed by the Provincial Administration at Brno and by the Silesian Voivodship at Kattowitz.

Article 11.

In operating the waterworks the communes of Český Těšín and Cieszyn shall comply with all health regulations the object of which is to secure and maintain a supply of water of irreproachable quality.

Article 12.

1. Neither commune may, before December 31, 1933, unilaterally make any change whatsoever in the existing technical arrangements for conveying and storing water which would alter the treaty position (Article 3, (a) and (b)). After December 31, 1933, either commune may notify the other of its intention to alter the technical arrangements, but may not put the arrangements thus altered into operation until two years after such notification; these alterations may not infringe the rights and obligations mentioned in Articles 3 and 4.

2. If, without prejudice to the provisions of paragraph 1, the commune of Český Těšín lays down a special branch conduit from the main conduit direct to the town, with or without its own reservoir, the daily supply of water from the existing sources shall continue to be divided in the proportion laid down in Article 4 at the point of junction also; at this point a water-meter shall be fitted, the cost of which shall be defrayed by the commune of Český Těšín.

3. Each commune may tap for its own exclusive use, and at its own expense, additional quantities of water in its own national territory, and convey them through the existing conduits; such new tapplings shall not entail a decrease in the capacity of the existing sources or a deterioration of the quality of the present water-supply. The time-limits mentioned in paragraph 1 shall not apply to these operations.

Article 13.

If the commune of Cieszyn constructs its own waterworks, and the water obtained therefrom proves inferior to the present supply, it shall, unless otherwise agreed upon between the communes, put at the disposal of the commune of Český Těšín one chamber in the present reservoir, equivalent to forty per cent. of its volume, for the exclusive storage of water for Český Těšín, shall see that there is no mixing of the water in the conveying conduit, shall construct at its own expense a special conduit from the reservoir to the State frontier, of such capacity as to keep the supply of water due under Article 3, (b) to Český Těšín unchanged, and shall connect this new conduit, also at its own expense, to the Český Těšín system, in such a manner that that commune's present supply

of water is unaffected. The new conduit shall be maintained in accordance with the provisions of Articles 5 and 7 ; the commune of Cieszyn shall maintain the two existing conduits from the reservoir to the State frontier at its own expense.

Article 14.

1. When there is a shortage of water (drought, damage to the waterworks, or the like), both communes are bound to accept a smaller quota of water ; this quota shall also be divided in the proportion defined in Article 4. The two communes shall introduce the necessary restrictions on the use of water by arrangement, simultaneously and for the same period of time.

2. In the circumstances referred to in paragraph 1 neither commune may claim any compensation whatsoever from the other.

Article 15.

1. On the expiry of the time-limits mentioned in Article 12, each commune shall have the option of renouncing, wholly or partly, its right to the use of the waterworks, and shall thereby be wholly or partly exempted from the obligation of paying the amounts due under Article 6 or 7 as the case may be, but in no case from the other obligations arising out of the Convention. As regards expenditure incurred subsequent to April 29, 1926, on installations, the use of which a commune has renounced, such commune may only be exempted from the obligation to pay as from the date on which such expenditure has been completely defrayed in the proportion defined in Article 4, or in a proportion specially agreed upon between the two communes.

2. Total or partial renunciation of the right to the joint use of the waterworks shall not confer on the commune in question any rights whatsoever to compensation from the other commune. Even should both communes renounce the joint use of the existing waterworks, no compensation shall be due to either of them. The communes may, however, agree regarding compensation if one of them, at the desire of the other, renounces, wholly or in part, its right to the joint use of the existing waterworks.

3. For total or partial renunciation of the right to the joint use of the waterworks to be valid, permission must be obtained from the Provincial Administration at Brno and the Silesian Voivodship at Kattowitz.

Article 16.

1. A Joint Committee for waterworks questions affecting both communes shall be appointed in place of the present so-called Intercommunal Waterworks Committee. Each commune shall appoint four members to the said Joint Committee. The representatives of each commune shall elect one of their number as chairman. The two chairmen shall preside alternately over the meetings of the committee, the chairman of the first meeting being chosen by lot. The meetings of the Joint Committee shall be held alternately in Český Tešín and Cieszyn. Each delegation may invite experts and municipal officials to attend meetings of the Joint Committee in an advisory capacity.

2. The purpose of the Joint Committee is to facilitate agreement between the two communes in executing the present Convention. The Committee shall constitute an advisory body to both communes on technical, sanitary, economic, budgetary and administrative questions connected

with the joint use of the waterworks. The Committee shall draw up regulations for the uniform technical operation of the waterworks, and, in particular, rules for cooperation between the responsible technical organs of both communes in matters affecting the waterworks as a whole, and shall submit the budget estimates for the waterworks to both communes in good time.

3. Both communes may employ the Joint Committee to settle technical, sanitary, economic and administrative questions affecting the joint use of the waterworks.

4. The form of the proceedings and the disposal of questions on the agenda of the Joint Committee shall be governed by regulations agreed upon by both communes and subject to confirmation by the Provincial Administration at Brno and the Silesian Voivodship at Kattowitz.

Article 17.

The commune of Český Těšín shall refund to the commune of Cieszyn not later than December 31, 1930 the sum of fifty five thousand Czech crowns as its share of the expenditure incurred by the commune of Cieszyn in tapping the " *U lotra* " spring.

PART III.

GASWORKS, POWER-STATION, TRAMWAY AND SEWERAGE SYSTEMS.

Article 18.

In accordance with the rule laid down in Article 2, paragraph 1, the sections of the gasworks with its distribution system, the power-station with its distribution system, the tramway and sewerage systems of the former commune of Teschen situated in Czechoslovak territory constitute the sole property of the commune of Český Těšín, and the sections situated in Polish territory the sole property of the commune of Cieszyn.

Article 19.

1. The commune of Český Těšín shall supply the commune of Cieszyn with gas from its gasworks at a price to be agreed upon. Should the commune of Český Těšín, require to enlarge its gasworks as a result of supplying the commune of Cieszyn with gas, the two communes shall conclude a special agreement to that effect.

2. The commune of Cieszyn may discontinue receiving gas on the expiry of one year from the date on which it gives notice in writing to the commune of Český Těšín.

Article 20.

Should the commune of Český Těšín so request, the commune of Cieszyn shall supply it with current from its power-station at a price to be agreed upon. Should the commune of Cieszyn require, to enlarge its power-station as a result of supplying current to the commune of Český Těšín, the two communes shall conclude a special agreement to that effect.

Article 21.

The Contracting States agree that the tramway and sewerage systems of the former commune of Teschen shall not be used jointly, and that it is consequently unnecessary to deal with these questions in the Convention.

PART IV.

FINAL PROVISIONS.

Article 22.

1. Should a dispute arise between the communes of Český Těšín and Cieszyn regarding the interpretation or execution of the present Convention, the dispute shall be submitted for decision to the Ministries of the Interior of the two Contracting States, who shall settle the dispute or refer it to the proper quarter.

2. Should the proper authorities of the two Contracting States fail to arrive at an agreement, the provisions of Article 73 of the Legal and Financial Convention between the Polish Republic and the Czechoslovak Republic of April 23, 1925, shall be applied.

3. The provisions of paragraphs 1 and 2 shall also apply to decisions on preliminary questions, whether the dispute refers to the interpretation or execution of the Convention.

4. Recourse to the Arbitral Tribunal should, as far as possible, be avoided in cases where the costs of the Arbitral Tribunal would be considerably greater than the value of the object in dispute.

5. Disputes regarding the financial obligations mentioned in this Convention shall be settled through the legal channels.

Article 23.

The Provincial Administration at Brno and the Silesian Voivodship at Kattowitz, as well as the Ministries of the Interior of the two States, may communicate direct with one another on question referred to in by this Convention.

Article 24.

The present Convention shall be ratified. The instruments of ratification shall be exchanged at Warsaw. The Convention shall come into force on the thirtieth day after the exchange of the instruments of ratifications. This Convention has been drawn up in two identical originals in the Czechoslovak and Polish languages, both texts being authentic.

In faith whereof the above-mentioned Plenipotentiaries have signed the present Convention and have thereto affixed their seals.

Done at Olomuniec on the twenty-first day of December, one thousand nine hundred and twenty-nine.

(L. S.) Václav ROUBÍK, *Engineer.*

(L. S.) Dr. Walery GOETEL.

FINAL PROTOCOL.

On signing the present Convention, the Plenipotentiaries of the Contracting States have agreed as follows :

Wherever, in the present Convention, use is made in the Czechoslovak text of the word “*dnešní*” (present), and in the Polish text of the expression “*obecnie istniejący*” (at present existing), these shall always be taken to refer to the state of affairs on the date of the signature of this Convention.

This Protocol shall be an integral part of the Convention, and shall not require special ratification.

Done at Olomuniec on the twenty-first day of December, one thousand nine hundred and twenty-nine.

Václav ROUBÍK, *Engineer.*

Dr. Walery GOETEL.