

# Water supply regulation in France from 1848 to 2001 : a case-law based analysis

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## ***Annual conference of the ISNIE – 2003 Institutions and change***

### **Water supply regulation in France from 1848 to 2001: a case-law based analysis**

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In France, municipalities are in charge of supplying drinking water to their own populations. They own the local water supply facilities and choose the regime under which water supply is organised.

Three distinctive regimes have successively dominated the French water supply industry since 1848:

- The Concession, in which investment and operation are realised by a private operator, the Concessionaire,
- The Régie (direct labour), in which investment and operation are realised by a public body, the Municipality,
- The Affermage (lease contract), in which investment costs are borne by the Municipality, operation being taken over by a private company, the Operator.

Three periods can be distinguished from 1848 to 2001:

- Period A (1848-1900): the connection rate (the percentage of the total population supplied with drinking water) remained very low (from 0% or so in 1848 to 2% in 1900). The Concession was the exclusive regime;
- Period B (1900-1970): the connection rate grew up from 2% in 1900 to 65% in 1950 and 90% in 1970. During the whole period, the Régie had been the dominant regime and experienced the highest growth rate up to 1950. After 1950, the Affermage started to grow faster but the Régie carried on supplying drinking water to a majority of the population;
- Period C (1970-2001): the Affermage became the dominant regime and the Régie lost momentum. The population supplied by the Régies decreased from the very beginning of Period C and at an accelerated rate after 1985, when very large cities started switching from the Régie to the Affermage.

Two main regulatory frameworks have applied to the water supply industry over the period, regardless the regime: a price cap regulation, where the operator is residual claimant, a cost-of-service regulation, where the municipality is residual claimant and is granted with residual rights of control.<sup>1</sup>

The evolution of the water supply industry structure in France is quite peculiar, in particular compared with what happened in the United States, the United Kingdom and Germany. In those countries, private operators, at first fully involved in the development of the water supply industry, were progressively eliminated in favour of municipalities. In France, private operators survived the

turning point of 1900 and the elimination of the Concession regime, and started promoting the Affermage, keeping and developing their position.

The institutional framework of the French water supply industry is also peculiar compared with the institutional framework adopted by other systems' industries (Electricity, Gas, Rail transportation) where national companies (EDF, Gaz de France, SNCF) progressively emerged. In water sector, there are still today above 15000 undertakings.

We consider that the jurisprudence of the Conseil d'Etat is relevant for understanding the regulation of the water supply industry and assessing the way regulation has developed over the period.

### **The Conseil d'Etat competence**

The Conseil d'Etat (CE) is the supreme administrative court, i.e. it settles conflicts involving a public body. Since a water service cannot be privately owned, it is a public body regardless the way it is operated. Cases involving a publicly operated water service (direct labour) are either conducted by or against subcontractors (civil engineering firm, project manager), third parties, and, to some extent, consumers. Cases involving a privately operated water service are initiated either by or against the operator, the municipality, third parties and, to some extent, consumers.

From 1848 to 2001, the CE settled 473 cases among which 189 involved privately operated water services.<sup>2</sup> Analysing these conflicts helps to define the successive regulation frameworks and the main drivers for change. Each judgement contains the preamble, the position defended by each opposed party, and the justified judgement of the CE as well as the contractual clause and / or the rules on which the judge grounds his sentence. Each case illustrates the way rules are and should be implemented, and provides municipalities and private operators with information regarding what is possible or forbidden.

### **Methodology**

We assume that shifts in conflicts settlement mirror regulatory changes. Therefore, we use "pivotal cases" as markers for regulatory changes. Within a series of similar conflicts, a pivotal case is the first one that breaks the way in which conflicts used to be previously settled and is the first one that introduces a new way of settlement.

Besides, the jurisprudence of the CE enables us to assess the consistency of the three institutional regimes (Concession, Affermage, Régie) with the regulatory framework (price cap, cost-of-service), and the ability of parties to overcome their difficulties without appealing to the CE.

For a given regulatory framework and a given operation regime, the higher the number of conflicts, the lower the consistency between the concerned regime and the concerned regulatory arrangements, and / or the lower ability of parties to settle their disputes internally.

This paper focuses upon the regulation of privately operated water services over the period. More precisely, CE's case law is used to:

- Characterise the regulation framework (price cap, cost-of-service),

- Assess the degree of completeness of the contract between the municipality and the company.<sup>3</sup>

## A. The price cap regulation period: 1848 – 1922

### 1. The conflicts settled by the CE

From 1848 to 1922 the CE settled 84 cases involving a privately operated water service:

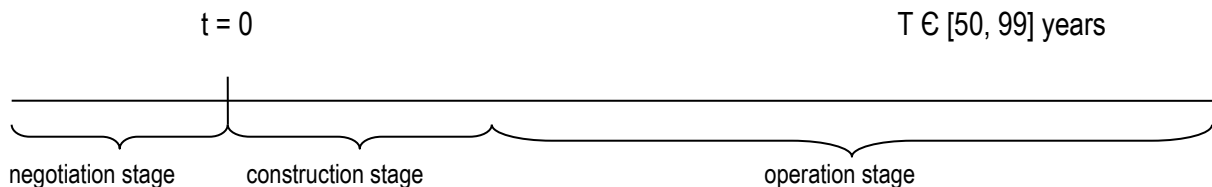
- 78 were conducted by or against municipalities;
- 4 were conducted by or against consumers;
- 1 was conducted by a third party<sup>4</sup> and 1 by the administration regarding a water pipe that supplied a military building.

The 1848-1922 period is the most conflicting period between water services owners and private operators. Among the 78 judgments:

- 29 originate in municipalities claiming to extend their concessionaires' contractual obligations (network extension, water quality improvement, water quantity increase);
- 21 originate in municipalities claiming to lower the rate applied to consumers;
- 18 originate in municipalities claiming to terminate the Concession contract before the end of the contractual period.

### 2. The CE decisions

In the nineteenth century, a Concession contract is a contract signed between a municipality and an private operator, the concessionaire, who is committed to finance, build and operate a “public” water network to deliver water at predefined “public” points (fountains, municipal buildings). The design of the facility and the corresponding capital cost are agreed upon during the negotiation stage, and set once for all at contract signature. The contract specifies the quantity of water that must be supplied daily at each delivery points during the contractual period. The contract specifies also the quality of the water supplied: origin of water, pressure, treatment process.



$I$  (investment),  $V_t$  (quantity and quality of water),  $r$  (rate), and  $T$  (length of the contract) are defined *ex ante*, during the negotiation stage.

- The rate,  $r$ , is such that:  $r * V_t / I = 4$  to 5% during the first 20 to 30 years of the contract. Beyond these 20 to 30 years, “public” water is delivered free of charge to the municipality.

- $V_t$ ,  $I$  and  $r$  are supposed to remain unchanged whatever the contingencies. There is no renegotiation clause. In particular:
  1. cost overruns ( $I_{\text{realised}} > I_{\text{ex ante}}$ ) do not entitle the concessionaire to obtain a rate increase;
  2. The concessionaire is fully committed to supply the expected quantity and quality of water (agreed upon *ex ante*). Should he fall short of his obligations, the contract may be terminated.

As compensation, the concessionaire is granted the exclusive right to supply tap water (“private” water) to the municipality’s population. The Concession contract sets forth:

- The rate,  $r'$ , at which water is being sold to end users;
- The subscription period, including take-or-pay clause;
- The quality of the water supplied;
- The scope of the “obligation to supply” (the concessionaire may refuse to undertake network extension if the number of people to be connected is too small);
- The rate charged to supply “private” water is set at a higher level than the rate applying to “public” water.  $r'$  is such that:  $r' * V'_t / I' = 10\%$ , over the remaining contractual period.

A thorough analysis of the CE’s jurisprudence over the period 1848-1922 sheds light on the following:

#### 1. The CE considers Concession contracts as complete contracts<sup>5</sup>

The CE systematically considers that there are no limits to the parties’ rationality during the negotiation stage. No unforeseen contingencies may be invoked to justify a renegotiation *ex post*, the allocation of residual rights of control or a CE’s step in right.

- The rate, the quantity, and the quality of the water supplied are set once for all;
- None of the parties may invoke unforeseen contingencies to curb the contractual clauses;
- There is no revision clause, no hardship clause;
- The price cap can not be amended either upward or downward;
- The concessionaire may pay damages should he not comply with his contractual obligations.

#### 2. Amendments to the initial contracts should be negotiated by the Parties<sup>6</sup>

The CE systematically invites the Parties to negotiate any amendment to the contracts. The CE has never allocated any residual rights of control to any Party to extend the scope of the initial

contract. This applies in particular to municipalities, which frequently asked the CE to enforce extra-contractual obligations (network extension, water quality improvement, lowering rates for “private” water).

### 3. The initial contract serves as a status quo point for any renegotiation stage<sup>7</sup>

None of the Parties should be forced to accept an extension to the contract, which would induce profitability lower than the profitability of the initial contract. In that respect, municipalities claiming extension of the concessionaires’ duties (network extension, water quality improvement) have been invited by the CE to provide the concessionaires with a compensation scheme on line with the initial one, implicitly denying any economies of scale or of scope.

### 4. The CE sets restrictions to contract transfer and termination<sup>8</sup>

The CE has always denied the concessionaire the right to sell his contractual rights and obligations to a third party without the municipality approving the deal. This is a consequence of the *intuitu personae* characteristic of the Concession contract where the concessionaire is selected by the municipality through a “beauty contest” (*gré à gré*) procedure.

Only the judge may formally decide to terminate a Concession contract, based on consideration and evidence that the concessionaire had stopped fulfilling his contractual duties (stopped to operate). It should be noticed that the municipality is not entitled to terminate the Concession contract on its own, even though it has become obvious, that the concessionaire has lost the ability to operate the contract. Once the termination is decided, the concessionaire is not guaranteed to recover the amount invested in the Concession, even partially.

The municipality may decide:

- To build a new facility. In that case, the concessionaire will lose all his initial investment;
- To buy the facility back. The concessionaire will get the proceed of the sale, after negotiating with the municipality;
- To auction the facility. The concessionaire will then get the proceeds of the auction.

### 5. The CE gives the concessionaires the right to charge consumers for extra contractual services<sup>9</sup>

Consumers often asked to be supplied with a higher quantity of water or to pay a metered consumption when the Concession contract has only foreseen to provide them with a fixed quantity of water at a fixed rate, whatever their effective consumption.

It should be noticed that:

- The CE grants concessionaires the capacity to sell additional services (metered consumption, variable quantity) at higher rates than contractual rates;
- Most of the Concession contracts involve a profit sharing scheme by which the concessionaire shares with the municipality the profit realised beyond a certain level of sales;
- The CE prevents the municipalities to undertake legal actions on behalf of “private” water consumers;

- Commercial conflicts between the concessionaire and “private” water consumers are considered by the CE as out of its competence.

### 3. The reaction of municipalities

Following the CE settlements that concessionaires were not obliged to finance water service extension beyond what was stated in the original Concession agreement, the reaction of the municipalities has been threefold.

Those committed in Concession contracts either bought their concessionaires’ operating rights back<sup>10</sup> or started financing extension of water supply facilities by themselves, turning progressively the Concession contract into an Affermage contract, in which the operator is mainly concerned by providing operating services.<sup>11</sup>

Those, which were engaged in the process of creating a new water service, opted for the Régie, in which the municipality keeps the responsibility for investment and operation.

Only 5 cities decided to buy their concessionaires’ operation rights back, through a very lengthy and conflicting process (11 judgements, 13 to 25 years of procedure). The position of the CE concerning the financial settlement and conditions of operating rights buyback, clearly in favour of concessionaires, prevented most municipalities from engaging a buyback action.

The majority started to finance water supply facilities on their own funds, broadening “private” water availability without charging consumers.

## B. The cost-of-service regulation period: 1923 - 2001

### 1. The conflicts settled by the CE

From 1922 onwards, the CE has settled 104 cases involving a privately operated water service, compared with 84 in the previous period:

- 55 involved a municipality;
- 31 involved third parties;
- 9 involved the administration;
- 9 involved consumers.

Three elements should be noticed carefully:

- If we take into account the development in size of the water supply industry over time, we might have expected the second period to be, *ceteri paribus*, much more conflicting. We could hypothesise that the relative decrease in the number of conflicts settled by the CE in the second period is due to the existence of a then clear jurisprudence after the first period’s development, allowing administrative court to clear conflicts without the

intervention of the CE. We consider however that it is the change in the regulation of the water supply industry (from price cap to cost-of-service) and the shift from the Concession regime to alternative ones (Régie and Affermage) that mainly explain the substantial decrease in the number of CE's interventions;

- The 104 cases are not homogeneously distributed over the period: if we set aside the conflicts involving third parties, the nature of which is specific and independent from either the regulation or the operations' regime, 66% occurred between 1923 and 1951 versus respectively 12% between 1952 and 1986, and 22% between 1986 and 2001;
- Until 1951, the CE settled as many conflicts as before but the origin of the conflicts changed: before 1923, municipalities were in most cases the initial plaintiffs; after 1913, operators are those who started the largest number of cases. From 1952 to 1985, the CE settled very few disputes and none of its judgement was a pivotal decision. In recent years, the number of CE decisions has highly increased and the nature of conflicts is so new that almost each decision could be considered as pivotal.

## 2. The CE decisions over the period 1923 - 1951

In the beginning of the period, the Concession contract lost main of its substance, and most of the municipalities started to finance water supply facilities on their own. The Concession contract slipped progressively into an Affermage (lease) contract in which the operator 's responsibility is limited to operating a facility installed by the municipality.

The price cap regulation continues however to dominate the water supply industry and operators' services were still remunerated through a fixed price scheme agreed upon *ex ante* and deemed to be valid until the end of the contractual period. At a time of significant changes and increased volatility in price, the price cap regulation made the operators bear significant risks and pushed them to claim a revision of their compensation scheme in an attempt to preserve the profitability of their contracts.

Over the period, the decisions of the CE paved the way to a significant change in the regulation of the water supply industry.

### 1. The CE recognises the incompleteness of service contracts<sup>12</sup>

The price inflation affecting inputs prices and labour costs after the First World War threatened the economic balance of the water supply contracts. Aware of the increased volatility of costs, the CE modified its position and began to accept that operators be compensated for unforeseen events affecting their profit and loss statement. The CE practically ordered price cap revision for taking into account labour cost and/or coal price increase.

This new jurisprudential wave is known as the *théorie de l'imprévision* (theory of unforeseen events). An operator who can bring evidence that unforeseen contingencies (1) have raised input prices above what was reasonably predictable and (2) that these contingencies constitute a serious threat on the contract economy may obtain from the CE a compensation. This compensation can take in practice two forms, either a subsidy from the municipality or a rate increase.



## 2. A cost-of-service regulation generalises<sup>13</sup>

Following the theory of unforeseen events, the CE has progressively recognised the right for an operator to obtain a fair rate of return from its operating activity. Municipalities were therefore invited to adapt rates periodically based on a fair assessment of the companies operating costs. A cost-of-service regulation progressively replaced the old price cap regulatory framework. The obligation for the municipality to enable the operator to balance its budget also prevails when the operator undertakes useful improvement works even if those works were not stipulated in the contract.

## 3. The CE may modify contracts substantially (step in right, “ingérence”)<sup>14</sup>

Whereas in the past, the CE invited systematically the parties to negotiate any amendment to the contracts, it started to curb and modify certain contractual clauses in the name of general principles (*principes généraux du service public*) such as:

- the obligation for the municipality to provide, on an equal and non discriminating basis, a general and permanent access to drinking water to end-users (*principe d'égalité de traitement des usagers*);
- the obligation for the municipality to guarantee the continuity (in the sense of non-interruption) of access (*principe de continuité du service public*);
- The obligation for the municipality to improve water access continuously and in particular to adapt to technical progress (*principe d'adaptabilité du service public*).

## 4. The CE sees the “private” water service as an extension of the “public” water service<sup>15</sup>

Water supply started to be considered by the CE as an essential utility (un service public). Therefore, the distinction between “private” water and “public” water lost progressively most of its meaning. The same general conception inspired the settlement of conflicts regarding “private” water affairs and the settlement of conflicts regarding “public” water affairs.

## **3. The CE decisions over the period 1952 – 1985**

The sub-period 1952 – 1985 is a period of rapid expansion of the Affermage regime. In 1951, the government (ministry of Interior) issued a model contract both for the Concession and the Affermage contracts.<sup>16</sup> As far as the Affermage contract is concerned, the standard contract states that:

- The operator is selected on an *intuitu personae* basis. No formal bidding process is required;
- The operator operates the water infrastructures on behalf of the municipality;
- The operator acts as the municipality's engineer for the design of any construction or extension of water infrastructures;
- The operator also acts as general contractor for the construction of water infrastructures. He may select subcontractors without organising any bidding contest;

- The construction and extension of the water infrastructures are financed by the municipality. The municipality is free to recover its investment costs through charging consumers or using municipal proceeds;
- Rates are periodically renegotiated on a bilateral basis between the municipality and the operator.

Surprisingly, the CE has not been called to settle any conflict opposing a municipality and an operator committed in an Affermage contract.

We might expect the Affermage regime, which splits responsibilities and allocate investment decisions to one party (the municipality) and operating decisions to another one (the operator), to be a quite conflicting arrangement: when decisions regarding investment and operations are being split, there is evidence that optimality will not be reached. The investing party tries to minimise its investment with a risk of inflating operating costs and, conversely, the operating party tries to obtain equipment redundancy in order to minimise its subsequent effort and costs. Therefore, we should expect to see plenty of conflicts and subsequent CE's decisions.

We believe that these potential conflicts which might have arisen were pre-empted by the provisions of the standard Affermage contracts, which gives the operator a substantial role in the design and the construction of the facility he is committed to operate. The fact that the burden of the investment uncombed municipalities reduced the potential conflicts, due to municipalities' soft budget constraint in that period. Municipalities benefited during that period of cheap financing from the State and/or stated own financial institutions and had no outstanding debt at that time. They were therefore in a position to finance without any limit water supply facility extension and play their role of *service public* providers without even charging end-users.

These different elements allowed the deployment of a rent sharing scheme favourable to all parties: municipalities were in their role of developing local infrastructures ; operators were in a position to sell construction and operation services at quite attractive rates; consumers got drinking water at very low rates (those ones covering only the operating costs of water services). The sub-period 1952-1985 is the less conflicting ever: the CE settled only 27 cases involving a privately operated water service. A majority involved third parties: they dealt with the operator's civil liability and the damages he had to pay. They mirror the increasing number of privately operated services.

#### **4. The CE decisions over the period 1986 - 2001**

At the beginning of this last sub-period, many large cities shifted from the Régie to the Affermage. In 5 years, the privately operated water services supply 8 millions new consumers. The Régie survives: about 10,000 water services are publicly operated but they only supply 20% of the population.

This significant shift comes with substantial water rate increase and happens in a context characterised by:

- The suppression of model contracts (Concession and Affermage) due to decentralisation laws;

- The end of the administrative control that was backing up the municipal control over the privately operated water services rates;
- The end of the retail price control that capped *inter alia* the water rates to the inflation rate growth from 1978 to 1985;
- Important financial needs to renew the cities' ageing networks;
- The end of the earmarked funding regime of State funding: the municipalities are free to allocate the State funding according to their local priority;
- A municipal financial crisis.

This trend is followed by many conflicts that reflect the confusion of consumers and outline the lack of regulation of privately operated water services.

For the first time ever, the consumers prosecute the water service owners and operators. They suspect the municipalities and the operators to collude and agree on rate increase. Consumers also claim from the CE to break Affermage contracts that were not awarded following a formal bidding process.

It should be recalled that before 1993, the CE considered that<sup>17</sup>:

- Operators needed not be selected according to a bidding process;
- When a municipality shifts from a Régie to an Affermage, it is entitled to negotiate an up-front fee with the operator;
- The municipality is also entitled to receive an annual fee from the operator. That fee may be included in the costs on which water rates are based;
- Conversely, water rates should not be used to cross-subsidize other municipal services;

After 1993, the CE settles this kind of conflicts in a very different way. It grounds its sentences on a series of laws voted in 1993 and 1995 which aim at introducing a competitive process for the award of water service contracts and the construction of privately operated water service's facilities.

From 1993, the CE has considered that<sup>18</sup>:

- Municipalities should not receive any up-front fee from operators when signing a contract
- The annual fee should be proportional to the size of the water service;
- A consumer and/or an unsuccessful bidder is entitled to sue a municipality that did not comply with the bidding procedure for contracting out the operation of its water service;
- A subcontractor is entitled to sue an operator that did not comply with the bidding procedure or did curb competition in favour of one of its subsidiaries.

Lastly, the 1995 laws entrust government the duty to support municipalities in their control of their contracted out services. In 1998, the CE settled a conflict between an operator and one of the 21 *chambres régionales des comptes* (regional entities in charge of auditing the financial statements of public bodies) and set that<sup>19</sup>:

- A *chambre régionale des comptes* is entitled to audit the financial statements of a privately operated water service;
- In that respect, the privately operated water service is considered as a party of the municipal administration;
- The *chambre régionale des comptes* does not have to justify its decision to start any investigations.

## Conclusion

The CE jurisprudence reveals that the water supply has been successively regulated through a price cap and a cost-of-service frameworks. The CE jurisprudence also reveals that the CE is the only court whose decisions lead to shift from a regulatory framework to another one.

The State has never undertaken to reform the water supply industry regulation. It has rather focused on the institutional framework, be it through introduction of model contracts or by introducing a competitive process for the award of water service contracts.

The unique development of water companies in France comes from:

- the position of the CE, constantly protecting the operators' rights against the public field which is inclined to expand unlimitedly;
- the position of the State that never prevents municipalities from contracting-out their water services, in particular after the Second World War, when it became obvious that neighbouring municipalities had to cooperate in order to better manage their utilities , i.e. via joint boards, but with a common private operator.

Over the whole period, municipalities have selected different regimes that mirror a vision of what a water service should be.

In the nineteenth century, "private" water was a luxury whereas "public" water was the best way to improve public health. Municipalities were approached by private operators who proposed to build an initial system, under a concession regime: they gave the concessionaires the exclusive right to supply end users as a compensation to finance and build public water networks. From 1900 to the late seventies, the municipalities increasingly considered "private" water as a service that everybody must be provided with. They chose the Régie and the Affermage, both of which allowed the municipalities not to charge investment costs on consumers. It has been thirty years since the initial water supply infrastructure was completed. Time is now to renew it. Municipalities have decided that these investments would not be financed from their general budgets conversely to the first investments one hundred years ago. Consumers are rather going to pay for them through their water bills. Most municipalities gave up the Régie in order to share with the private operators the responsibility for increasing water prices. Hence, the improvement of the cost-of-service regulation has become the new target. The question is no longer how to connect everybody as fast as possible but how to ensure the municipalities are able to regulate their operators properly. This is why, in France as in many other countries, various efforts are made to set up efficiency, performance, sustainability indicators, to facilitate the public auditing of utilities , or the benchmarking between them, or the control capacity of consumers and the other NGOs. It is too early to see how the CE will take opportunity of this changing picture to settle new "pivotal cases".

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<sup>1</sup> The expressions « residual claimant » and “residual right of control” are used as defined by the Economics of Contract. To be residual claimant means to be entitled to keep the remaining benefit (or loss) of an activity after deduction of all expenses. A body who has the residual right of control is entitled to take a decision regarding a facility (water infrastructure for instance) when neither a contract nor the law has expressly designated the decision maker.

<sup>2</sup> These 189 judgements are listed in annex A.

<sup>3</sup> The expressions « complete contract » and « incomplete contract » are used as defined by the Economics of contracts. A complete contract defines precisely the responsibility of each contractor and the way cost and benefit should be distributed between them, in any situation. As it is impossible to foresee all events, and considering the bounded rationality of contractors, a contract is usually incomplete.

<sup>4</sup> By third party, we mean individuals or corporations who claims after their goods or properties has been damaged by a water supply facility while its construction or during its operation.

<sup>5</sup> The cases which underline the completeness of the Concession contract are listed in annex B.

<sup>6</sup> The cases in which the CE invites the Parties to negotiate amendments are listed in annex C.

<sup>7</sup> The cases which outline that the initial terms of the contract serve as a status quo point are listed in annex D.

<sup>8</sup> The cases in which the CE sets these restrictions over this period are listed in annex E.

<sup>9</sup> The cases that underline the concessionaires’ authority upon the “private” service rate and the profit sharing scheme are listed in annex F.

<sup>10</sup> The cases in which the CE settled the conditions of premature ending contracts are listed in annex G.

<sup>11</sup> The cases that provide us with evidence on the municipalities’ funding position during this period are listed in annex H.

<sup>12</sup> The cases in which the CE recognises the incompleteness of the contracts are listed in annex I.

<sup>13</sup> The cases in which the CE recognises the right for an operator to obtain a fair rate of return are listed in annex J.

<sup>14</sup> The cases in which the CE modifies contractual clauses in the name of the *service public* principles are listed in annex K.

<sup>15</sup> The first decision in which the public water service is defined as including the former private water service is the decision # 115, in 1934.

<sup>16</sup> Décret n°47-1554 du 13 août 1947 pour le cahier des charges type pour la concession d'une distribution publique d'eau et décret n°51-259 du 6 juillet 1951 pour le cahier des charges type pour l'affermage d'une distribution publique d'eau.

<sup>17</sup> The concerned cases are listed in annex L.

<sup>18</sup> The concerned cases are listed in annex M.

<sup>19</sup> Case #184.

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## Annex A : The CE 189 decisions

<i>#</i>	<i>year</i>	<i>date</i>	<i>Opposing Parties</i>
1	1859	14-déc.	Ministre des Finances c. Compagnie Générale des Eaux
2	1866	4-août	Sieurs Boudet et Pochet c. Commune de Cenon-Labastide
3	1868	30-janv.	Compagnie des Eaux de Seine c. Ville de Saint-Denis
4	1868	30-janv.	Sieur Pradier c. Compagnie Générale des Eaux
5	1872	16-mai	Héritiers Coiret c. Ville de Meaux
6	1872	25-juil.	Sieurs Boudet et Pochet c. Commune de Cenon-Labastide
7	1875	29-janv.	Ville du Havre c. Compagnie des Eaux du Havre
8	1876	11-févr.	Ville de Marquise c. Sieur Kent
9	1877	9-févr.	Sieurs Fortin-Hermann et Cie c. Ville de Laon
10	1878	8-févr.	Sieur Pasquet c. Ville de Bourges
11	1878	27-déc.	Compagnie Générale des Eaux c. Ville de Nantes
12	1879	28-févr.	Ville de Melun c. Compagnie des Eaux
13	1879	13-juin	Ville de Cannes c. Crédit Compagnie
14	1879	12-août	Sieur Branellac c. Ville de Brest
15	1880	30-janv.	Compagnie des Eaux d'Arras c. Sieur Trannin-Harboville
16	1882	24-mars	Sieurs Dalifol, Huet et autres c. Ville de Monthéry
17	1882	17-nov.	Cie Générale des Eaux et ville de Paris c. Compagnie des Eaux de la Banlieue et Ville de Courbevoie
18	1883	11-mai	Compagnie Générale des Eaux c. Ville de Nantes
19	1883	20-juil.	Ville d'Issoudun c. Sieurs Badois et Berthier
20	1883	7-août	Ville de Meaux c. Société des Eaux de Meaux
21	1884	11-juil.	Compagnie des Eaux d'Oran c. Ville d'Oran
22	1884	25-juil.	Compagnie des Eaux du Havre c. Ville du Havre
23	1885	4-déc.	Commune de Saint-mandé c. Compagnie Générale des Eaux
24	1888	6-juil.	Compagnie Générale des Eaux c. Ville de Saint-Brieuc
25	1888	8-août	Commune de Neuilly-sur-Seine c. Compagnie Générale des Eaux
26	1889	10-mai	Compagnie Générale des Eaux c. Ville d'Ancenis
27	1890	10-janv.	Compagnie Générale des Eaux c. Ville de Saint-Brieuc
28	1890	21-févr.	Commune d'Ivry c. Compagnie Générale des Eaux
29	1890	2-mai	Compagnie Générale des Eaux c. Commune du Petit-Quevilly
30	1890	26-déc.	Sté des Eaux de Brest c. Ville de Brest
31	1891	13-févr.	Sieurs Goffinon, Rozier c. Ville de Beaumont-sur-Oise
32	1891	15-mai	Sieur Joncla c. Commune de Grenade
33	1891	12-juin	Ville de Maubeuge c. Sieur Degoix
34	1891	26-juin	Sieur Mesure c. Commune du Chambon-Feugerolle
35	1893	3-mars	Commune de Clichy c. Compagnie Générale des Eaux
36	1893	24-mars	Ville de Caunterets c. Société des Eaux de Caunterets
37	1893	5-mai	Compagnie Générale des Eaux c. Ville de Toulon
38	1893	19-mai	Ville d'Aix-les-bains c. Compagnie des Travaux Hydrauliques
39	1894	26-janv.	Société des usines à gaz du Nord et de l'Est c. Ville de Rethel
40	1894	11-juil.	Ville de Courtenay c. Société des Eaux et du Gaz
41	1894	30-nov.	Compagnie Générale des Eaux c. Ville de Nice
42	1895	6-avr.	Sieur Deshayes c. Ville de Lorient
43	1895	26-juil.	Société "La prévoyante" c. Ville de Boulogne-sur-Mer
44	1895	15-nov.	Compagnie Générale des Eaux c. Ville de Toulon
45	1896	21-févr.	Compagnie des Eaux de la Banlieue de Paris c. Commune d'Asnières
46	1896	12-juin	Ville de Bastia c. Société d'Entreprise Générale des Distributions et Concessions d'Eau et de Gaz
47	1897	5-févr.	Ville de Dunkerque c. Sieur Deguisne
48	1897	7-août	Ville de Nevers c. Compagnie des Eaux de Nevers
49	1898	18-févr.	Ville de Douai c. Société des Eaux Saphore
50	1898	1-juil.	Ville d'Aix-les-Bains c. Compagnie des Travaux Hydrauliques
51	1899	19-mai	Commune de Pantin c. Compagnie Générale des Eaux
52	1900	12-janv.	Compagnie Générale des Eaux et Ville de Paris c. Sieur Aucaigne
53	1900	6-avr.	Ville de Nantes c. Compagnie Générale des Eaux
54	1900	6-avr.	Ville de Montfort-l'Amaury c. Société des Eaux de Montfort-l'Amaury
55	1902	22-mars	Société Départementale des Eaux de Source c. Ville de Brie-Comte-Robert
56	1902	13-juin	Sieur Sinet et commune de Sceaux c. Compagnie Générale des Eaux
57	1903	29-mai	Demoiselles Coiret c. Ville de Laval
58	1903	24-juil.	Sieur Deplanque c. Commune de Portel
59	1903	20-nov.	Compagnie des eaux de Creil c. Ville de Creil
60	1903	20-nov.	Cie des Eaux de Seine et de Source du Canton de Boissy-St-Léger c. Ville de Villeneuve-St-Georges
61	1903	20-nov.	Ville de Biarritz c. Sieur Hézard
62	1905	20-janv.	Compagnie Départementale des Eaux et Services Municipaux c. Ville de Langres
63	1905	24-nov.	Compagnie Générale des Eaux c. Ville de Rennes
64	1906	23-févr.	Compagnie Générale des Eaux / Ville de Lyon c. Ville de Lyon / Compagnie Générale des Eaux
65	1908	14-févr.	Commune de Nanterre c. Compagnie des Eaux de la Banlieue de Paris
66	1908	20-mars	Compagnie Générale des Eaux c. Ville de Nantes
67	1908	8-mai	Sieur Pérignon c. Commune de Miribel

#	year	date	Opposing Parties
68	1908	4-août	Société générale des Eaux d'Oran c. Ville d'Oran
69	1909	7-mai	Ville de Guérande c. Sieur Belle de Coste
70	1909	14-mai	Compagnie Générale des Eaux c. Ville de Montreuil
71	1910	28-janv.	Commune de Sainte Maxime sur Mer c. Sieur Jeffery
72	1911	27-janv.	Compagnie Générale des Eaux c. Ville de Rouen
73	1911	10-mars	Compagnie Générale des Eaux c. Ville de Lyon
74	1911	7-avr.	Compagnie Générale des Eaux c. Préfet de la Seine-Inférieure
75	1911	12-juil.	Dame Teyssier c. Ville d'Haïphong
76	1912	22-nov.	Ville de Rouen c. Compagnie Générale des Eaux
77	1913	26-déc.	Sieur Brosson c. Commune de Châtel-Guyon
78	1919	16-mai	Sieur Besançon et Morin, Ville de Montmorency c. Compagnie Générale des Eaux
79	1919	27-juin	Sieur Fourmier c. Ville de Caudry
80	1919	26-déc.	Compagnie des Eaux de Bayonne c. Ville de Bayonne
81	1920	9-juil.	Commune de Vence c. Compagnie Générale des Eaux
82	1921	4-mars	Compagnie Générale des Eaux c. Ville de Toulon
83	1921	18-nov.	Société centrale des eaux de Condom c. Ville de Condom
84	1922	31-mars	Compagnie Générale des Eaux c. Commune de Saint-Maurice
85	1923	26-janv.	Compagnie Générale des Eaux c. Ville de Lyon
86	1923	20-juil.	Sieur Pillard c. Ville de Conches
87	1923	2-nov.	Compagnie des eaux de Bayonne c. Ville de Bayonne
88	1924	28-mai	Ville de Rouen c. Compagnie Générale des Eaux
89	1925	20-mars	Compagnie Générale des Eaux c. Ville de Paris
90	1925	28-mars	Compagnie des eaux de la banlieue du Havre c. Ville de Sanvic
91	1925	31-juil.	Compagnie Générale des Eaux c. Société d'Eclairage, Chauffage et Force Motrice
92	1925	6-nov.	Compagnie Générale des Eaux c. Ville de Rouen
93	1926	13-janv.	Compagnie des Eaux de la ville de Creil c. Ville de Creil
94	1926	24-mars	Compagnie Générale des Eaux c. Ville de Lyon
95	1926	4-août	Société des eaux et électricité du nord-est de Lyon c. Sieur Nique
96	1927	21-janv.	Compagnie Générale des Eaux c. Dame veuve Berluque
97	1927	21-janv.	Compagnie Générale des Eaux c. Dame de Zuylen de Nyevelt et Ville de Paris
98	1927	8-févr.	Compagnie Générale des Eaux c. Préfet du Pas-de-Calais
99	1927	6-août	Société générale des eaux de Calais c. Ville de Calais
100	1927	28-oct.	Compagnie Générale des Eaux c. Ministre des Travaux Publics
101	1928	9-nov.	Compagnie Générale des Eaux c. Villes de Toulon et de La Seyne
102	1928	9-nov.	Villes de Toulon et de La Seyne c. Compagnie Générale des Eaux / Villes de La Seyne et de Toulon
103	1929	26-juin	Compagnie Générale des Eaux c. Ville de Morlaix
104	1929	26-juin	Ville de Morlaix c. Compagnie Générale des Eaux
105	1930	8-janv.	Compagnie Générale des Eaux c. Sieur Herbault et Ville de Paris
106	1930	14-févr.	Compagnie Générale des Eaux c. Dame Rohée et ville de Charenton
107	1930	26-mai	Société Germain et Cie c. Ville d'Oran
108	1931	20-févr.	Compagnie Générale des Eaux c. Ville de Boulogne-sur-Mer
109	1931	29-avr.	Société Lyonnaise des Eaux et de l'Eclairage c. Commune de Talence
110	1931	4-déc.	Société Lyonnaise des Eaux et de l'Eclairage c. Ministre de la Guerre
111	1932	29-avr.	Société générale des Eaux de Calais c. Ville de Calais
112	1932	23-nov.	Société Germain et Cie c. Epoux Maillet et ville d'Oran
113	1933	12-mai	Compagnie Générale des Eaux c. Ville de La Seyne
114	1933	7-juil.	Ville de Fère-en-Tardenois c. Société Greyson
115	1934	24-janv.	Société Française de Distribution d'Eau c. Commune d'Arnouvilles-les-Gonesse
116	1934	8-juin	Ville de Toulon c. Compagnie Générale des Eaux et ville de La Seyne
117	1935	18-janv.	Compagnie Générale des Eaux c. Villes de Toulon et de La Seyne
118	1935	27-févr.	Société des Eaux et du Gaz de Courtenay c. Ville de Courtenay
119	1935	13-mars	Compagnie Générale des Eaux c. Ville de Boulogne-sur-Mer
120	1935	3-avr.	Ville de Raincy c. Sieurs Guénin et Rigaud
121	1935	6-avr.	Compagnie française des eaux c. Ville de Bastia
122	1935	7-juin	Compagnie Générale des Eaux c. Commune de Caluire-et-Cuire
123	1936	5-févr.	Commune de Montmorency c. Dame Vincent et Compagnie Générale des Eaux
124	1936	3-avr.	Ville de Toulon c. Ville de La Seyne et Compagnie Générale des Eaux
125	1936	19-juin	Comité de Défense des Usagers de l'Eau d'Hyères c. Compagnie Générale des Eaux et ville d'Hyères
126	1937	6-janv.	Sieur Sant-Oyan c. Ville d'Oran et Société des Eaux d'Oran
127	1937	23-avr.	Ville du Raincy / Compagnie Générale des Eaux c. Compagnie Générale des Eaux / Ville du Raincy
128	1939	30-juin	Ville de Granville c. Compagnie des Eaux et de l'Ozone
129	1942	31-juil.	Société X c. Ville X
130	1942	11-déc.	Compagnie Générale des Eaux c. Dame Fighiera
131	1943	31-déc.	Compagnie Générale des Eaux c. Dame Sabatier
132	1944	10-mai	Compagnie Générale des Eaux de la Banlieue de Paris c. Département de la Seine
133	1944	2-juin	Compagnie Générale des Eaux c. Sieur Vauzelle
134	1944	20-sept.	Société d'éclairage, de chauffage et de force motrice c. Compagnie Générale des Eaux
135	1945	22-juin	Compagnie Générale des Eaux c. Société Maison P. Monduit
136	1946	17-juil.	Compagnie Française des Eaux c. Ville de Bastia

#	year	date	Opposing Parties
137	1946	13-déc.	Cie des Eaux de la Banlieue de Paris et Mutuelle Gale c. Dame Grosjean et Ville de Rueil-Malmaison
138	1947	24-janv.	Compagnie Générale des Eaux c. Syndicat des Communes de la Banlieue de Paris pour les Eaux
139	1947	21-févr.	Société des Eaux et Assainissement de Foix c. Ville de Foix
140	1947	24-oct.	Société des Eaux de Source d'Yport c. Ville d'Yport
141	1948	13-févr.	Compagnie Générale des Eaux c. Commune de Caluire-et-Cuire
142	1949	6-mai	Sieur Vauzelle c. Compagnie Générale des Eaux
143	1950	8-déc.	Compagnie Générale des Eaux c. Préfet de Seine-et-Oise et SNCF
144	1951	13-juin	Société d'entreprises Froment Clavier / Société des Etablissements Boulanger c. Cie Gale des Eaux
145	1952	11-janv.	Société Lyonnaise des Eaux c. Sieurs Lefebvre
146	1952	18-juil.	Sté des eaux de Marseille / Ville de Marseille c. Ville de Marseille / Sté des Eaux de Marseille
147	1952	28-nov.	Sté Auxiliaire de Distribution d'Eau / Sté des Eaux de Marseille c. Ville de Marseille, sieur Néri
148	1953	7-mai	SARL des Etablissements C.O.C. c. Société Lyonnaise des Eaux
149	1953	18-déc.	Sieur Gain c. Commune de Saint-Maurice et Compagnie Générale des Eaux
150	1955	6-mai	Société des grands travaux de Marseille c. Syndicat intercommunal de la région de Breuillet
151	1955	6-juil.	Ville de Bastia c. Compagnie française des Eaux
152	1958	7-nov.	Société Electricité et eaux de Madagascar et Territoire de Madagascar c. Sieur Nicola
153	1959	18-mars	Société Lyonnaise des Eaux c. Sieurs Lefebvre
154	1959	15-juil.	Ville de Saint-Lô c. Société C. Chabal et Cie
155	1961	10-févr.	Ville de Béziers c. Société Lyonnaise des Eaux
156	1962	9-mai	Ville de Bastia c. Compagnie française des Eaux
157	1963	19-juin	Cie des eaux d'Hanoï c. Etat français
158	1964	10-juil.	Cie française des conduites d'eau c. Syndicat intercommunal d'eau de Saint-Clair-sur-Elle
159	1965	19-mars	Société Lyonnaise des Eaux c. Entreprise Glories et Cie
160	1966	6-juil.	Compagnie Générale des Eaux c. Dame veuve Mallet
161	1967	9-juin	Sté des Eaux de Marseille c. Sieurs Tribolo et consorts, Cie Générale Electricques et Sté "Mino"
162	1967	5-juil.	Commune de Donville-les-Bains c. Société Générale Technique
163	1971	1-janv.	Société Gaz et Eaux c. Commune d'Ouistreham
164	1971	10-mars	Société des Eaux de Marseille c. Société routière Colas, GEEP et Entreprises J.P. Adam
165	1971	24-nov.	Compagnie Générale des Eaux c. Préfet d'Ille-et-Vilaine
166	1972	25-févr.	Cie Générale de Travaux Hydrauliques SADE c. Sté Thomson-Houston-Hotchkiss-Brandt
167	1975	14-févr.	Société des Eaux de Marseille
168	1975	23-avr.	Sieur Vilain c. Commune de Lunery
169	1975	25-juil.	Société Lyonnaise des Eaux c. Sieur Das Neves et Etat
170	1982	4-juin	Ville de Dreux c. Société Lyonnaise des Eaux
171	1984	28-mars	Compagnie Générale des Eaux c. Commune de Choisy-le-Roi
172	1987	29-avr.	Commune d'Elancourt c. Syndicat intercommunal de la région des Yvelines
173	1991	24-mai	Mme Carrere c. Commune de Solliès-Toucas
174	1992	10-janv.	Association des usagers de l'eau de Peyreleau et autres c. Commune de Peyreleau
175	1992	30-nov.	Compagnie Générale des Eaux c. Préfet des Deux-Sèvres
176	1993	23-juil.	Compagnie Générale des Eaux c. Mr Lechat
177	1994	25-mai	Syndicat intercommunal des eaux de Gravelotte et de la Vallée de l'Orne c. Sté Mosellane des Eaux
178	1995	16-oct.	Mr et Mme Meriadec c. Compagnie des Eaux et de l'Ozone, Communauté Urbaine de Brest
179	1995	3-nov.	District de l'agglomération nancéenne c. Société Norit-France
180	1996	10-juin	Syndicat de copropriété "Les nouveaux horizons" c. Syndicat intercommunal de la région d'Yvelines
181	1996	30-sept.	Sté Stéphanoise des Eaux et ville de Saint-Etienne c. Mmes Badiou, Bost, Gamper, Sauvignet, etc
182	1998	14-janv.	M. Porelli c. Commune de Port-Saint-Louis du Rhône
183	1998	20-mai	Communauté de Communes du Piémont de Barr, Sce des Eaux du Bas-Rhin c. Sté Lyonnaise des Eaux
184	1998	20-mai	Compagnie Générale des Eaux c. Chambre Régionale des Comptes de Champagne-Ardennes
185	1999	9-avr.	Commune de Bandol c. M. Hecq, M. Sauzet
186	2000	14-juin	Commune de Staffelfelden c. Lyonnaise des Eaux, Sogest
187	2000	16-oct.	Compagnie méditerranéenne d'exploitation des services d'eau c. District de Bastia
188	2001	15-juin	Syndicat intercommunal d'adduction d'eau de Saint-Martin en Ré c. Sté d'Aménagement Urbain et Rural
189	2001	11-juil.	Société des Eaux du Nord c. Sociétés Damart, Serviposte, Commercial Union

## **Annex B : The completeness of concession contracts in CE decisions**

#	year	date	Opposing Parties
7	1875	29-janv.	Ville du Havre c. Compagnie des Eaux du Havre
8	1876	11-févr.	Ville de Marquise c. Sieur Kent
9	1877	9-févr.	Sieurs Fortin-Hermann et Cie c. Ville de Laon
11	1878	27-déc.	Compagnie Générale des Eaux c. Ville de Nantes
12	1879	28-févr.	Ville de Melun c. Compagnie des Eaux
13	1879	13-juin	Ville de Cannes c. Crédit Compagnie
14	1879	12-août	Sieur Branellec c. Ville de Brest
16	1882	24-mars	Sieurs Dalifol, Huet et autres c. Ville de Monthéry
18	1883	11-mai	Compagnie Générale des Eaux c. Ville de Nantes



#	year	date	Opposing Parties
20	1883	7-août	Ville de Meaux c. Société des Eaux de Meaux
26	1889	10-mai	Compagnie Générale des Eaux c. Ville d'Ancenis
29	1890	2-mai	Compagnie Générale des Eaux c. Commune du Petit-Quevilly
31	1891	13-févr.	Sieurs Goffinon, Rozier c. Ville de Beaumont-sur-Oise
32	1891	15-mai	Sieur Joncla c. Commune de Grenade
35	1893	3-mars	Commune de Clichy c. Compagnie Générale des Eaux
38	1893	19-mai	Ville d'Aix-les-bains c. Compagnie des Travaux Hydrauliques
44	1895	15-nov.	Compagnie Générale des Eaux c. Ville de Toulon
46	1896	12-juin	Ville de Bastia c. Société d'Entreprise Générale des Distributions et Concessions d'Eau et de Gaz
49	1898	18-févr.	Ville de Douai c. Société des Eaux Saphore
76	1912	22-nov.	Ville de Rouen c. Compagnie Générale des Eaux

### **Annex C : the CE decisions inviting the Parties to negotiate amendments**

#	year	date	Opposing Parties
7	1875	29-janv.	Ville du Havre c. Compagnie des Eaux du Havre
9	1877	9-févr.	Sieurs Fortin-Hermann et Cie c. Ville de Laon
16	1882	24-mars	Sieurs Dalifol, Huet et autres c. Ville de Monthéry
38	1893	19-mai	Ville d'Aix-les-bains c. Compagnie des Travaux Hydrauliques
40	1894	11-juil.	Ville de Courtenay c. Société des Eaux et du Gaz
71	1910	28-janv.	Commune de Sainte Maxime sur Mer c. Sieur Jeffery
85	1923	26-janv.	Compagnie Générale des Eaux c. Ville de Lyon

### **Annex D : The CE decisions outlining that the initial terms of the contract serve as a statu quo**

#	year	date	Opposing Parties
9	1877	9-févr.	Sieurs Fortin-Hermann et Cie c. Ville de Laon
29	1890	2-mai	Compagnie Générale des Eaux c. Commune du Petit-Quevilly
31	1891	13-févr.	Sieurs Goffinon, Rozier c. Ville de Beaumont-sur-Oise
45	1896	21-févr.	Compagnie des Eaux de la Banlieue de Paris c. Commune d'Asnières
49	1898	18-févr.	Ville de Douai c. Société des Eaux Saphore
72	1911	27-janv.	Compagnie Générale des Eaux c. Ville de Rouen
76	1912	22-nov.	Ville de Rouen c. Compagnie Générale des Eaux
88	1924	28-mai	Ville de Rouen c. Compagnie Générale des Eaux

### **Annex E : The CE decisions restricting contracts transfer and termination**

#	year	date	Opposing Parties
8	1876	11-févr.	Ville de Marquise c. Sieur Kent
10	1878	8-févr.	Sieur Pasquet c. Ville de Bourges
16	1882	24-mars	Sieurs Dalifol, Huet et autres c. Ville de Monthéry
21	1884	11-juil.	Compagnie des Eaux d'Oran c. Ville d'Oran
40	1894	11-juil.	Ville de Courtenay c. Société des Eaux et du Gaz
42	1895	6-avr.	Sieur Deshayes c. Ville de Lorient
50	1898	1-juil.	Ville d'Aix-les-Bains c. Compagnie des Travaux Hydrauliques
55	1902	22-mars	Société Départementale des Eaux de Source c. Ville de Brie-Comte-Robert
62	1905	20-janv.	Compagnie Départementale des Eaux et Services Municipaux c. Ville de Langres
76	1912	22-nov.	Ville de Rouen c. Compagnie Générale des Eaux
80	1919	26-déc.	Compagnie des Eaux de Bayonne c. Ville de Bayonne
87	1923	2-nov.	Compagnie des eaux de Bayonne c. Ville de Bayonne
88	1924	28-mai	Ville de Rouen c. Compagnie Générale des Eaux

### **Annex F : The concessionaire's authority upon the private service rate and the profit sharing scheme in CE decisions**

#	year	date	Opposing Parties
4	1868	30-janv.	Sieur Pradier c. Compagnie Générale des Eaux
9	1877	9-févr.	Sieurs Fortin-Hermann et Cie c. Ville de Laon
10	1878	8-févr.	Sieur Pasquet c. Ville de Bourges
12	1879	28-févr.	Ville de Melun c. Compagnie des Eaux
14	1879	12-août	Sieur Branellec c. Ville de Brest

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<b>#</b>	<b>year</b>	<b>date</b>	<b>Opposing Parties</b>
19	1883	20-juil.	Ville d'Issoudun c. Sieurs Badois et Berthier
22	1884	25-juil.	Compagnie des Eaux du Havre c. Ville du Havre
23	1885	4-déc.	Commune de Saint-mandé c. Compagnie Générale des Eaux
25	1888	8-août	Commune de Neuilly-sur-Seine c. Compagnie Générale des Eaux
35	1893	3-mars	Commune de Clichy c. Compagnie Générale des Eaux
42	1895	6-avr.	Sieur Deshayes c. Ville de Lorient
56	1902	13-juin	Sieur Sinet et commune de Sceaux c. Compagnie Générale des Eaux
59	1903	20-nov.	Compagnie des eaux de Creil c. Ville de Creil
65	1908	14-févr.	Commune de Nanterre c. Compagnie des Eaux de la Banlieue de Paris
72	1911	27-janv.	Compagnie Générale des Eaux c. Ville de Rouen

### **Annex G : The CE conditions of premature ending contract**

<b>#</b>	<b>year</b>	<b>date</b>	<b>Opposing Parties</b>
53	1900	6-avr.	Ville de Nantes c. Compagnie Générale des Eaux
64	1906	23-févr.	Compagnie Générale des Eaux / Ville de Lyon c. Ville de Lyon / Compagnie Générale des Eaux
66	1908	20-mars	Compagnie Générale des Eaux c. Ville de Nantes
73	1911	10-mars	Compagnie Générale des Eaux c. Ville de Lyon
82	1921	4-mars	Compagnie Générale des Eaux c. Ville de Toulon
85	1923	26-janv.	Compagnie Générale des Eaux c. Ville de Lyon
88	1924	28-mai	Ville de Rouen c. Compagnie Générale des Eaux
92	1925	6-nov.	Compagnie Générale des Eaux c. Ville de Rouen
93	1926	13-janv.	Compagnie des Eaux de la ville de Creil c. Ville de Creil
101	1928	9-nov.	Compagnie Générale des Eaux c. Villes de Toulon et de La Seyne
116	1934	8-juin	Ville de Toulon c. Compagnie Générale des Eaux et ville de La Seyne

### **Annex H : The municipalities' funding position in CE decisions**

<b>#</b>	<b>year</b>	<b>date</b>	<b>Opposing Parties</b>
30	1890	26-déc.	Sté des Eaux de Brest c. Ville de Brest
61	1903	20-nov.	Ville de Biarritz c. Sieur Hézarid
68	1908	4-août	Société générale des Eaux d'Oran c. Ville d'Oran
79	1919	27-juin	Sieur Fournier c. Ville de Caudry
90	1925	28-mars	Compagnie des eaux de la banlieue du Havre c. Ville de Sanvic

### **Annex I : The incompleteness of contracts in CE decisions**

<b>#</b>	<b>year</b>	<b>date</b>	<b>Opposing Parties</b>
86	1923	20-juil.	Sieur Pillard c. Ville de Conches
93	1926	13-janv.	Compagnie des Eaux de la ville de Creil c. Ville de Creil
99	1927	6-août	Société générale des eaux de Calais c. Ville de Calais
107	1930	26-mai	Société Germain et Cie c. Ville d'Oran
109	1931	29-avr.	Société Lyonnaise des Eaux et de l'Eclairage c. Commune de Talence
110	1931	4-déc.	Société Lyonnaise des Eaux et de l'Eclairage c. Ministre de la Guerre

### **Annex J : The CE decisions modifying the regulatory framework**

<b>#</b>	<b>year</b>	<b>date</b>	<b>Opposing Parties</b>
104	1929	26-juin	Ville de Morlaix c. Compagnie Générale des Eaux
111	1932	29-avr.	Société générale des Eaux de Calais c. Ville de Calais
127	1937	23-avr.	Ville du Raincy / Compagnie Générale des Eaux c. Compagnie Générale des Eaux / Ville du Raincy
128	1939	30-juin	Ville de Granville c. Compagnie des Eaux et de l'Ozone
129	1942	31-juil.	Société X c. Ville X

### **Annex K : The CE decisions modifying substantial clauses**

<b>#</b>	<b>year</b>	<b>date</b>	<b>Opposing Parties</b>
113	1933	12-mai	Compagnie Générale des Eaux c. Ville de La Seyne
127	1937	23-avr.	Ville du Raincy / Compagnie Générale des Eaux c. Compagnie Générale des Eaux / Ville du Raincy

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### **Annex L : The CE position before 1993 and 1995 laws**

<b>#</b>	<b>year</b>	<b>date</b>	<b>Opposing Parties</b>
173	1991	24-mai	Mme Carrere c. Commune de Sollies-Toucas, SADE
174	1992	10-janv.	Association des usagers de l'eau de Peyreleau et autres c. Commune de Peyreleveau
176	1993	23-juil.	Compagnie Générale des Eaux c. Mr Lechat
181	1996	30-sept.	Sté Stéphanoise des Eaux et ville de Saint-Etienne c. Mmes Badiou, Bost, Gamper, Sauvignet, etc

### **Annex M : The CE decisions after 1993 and 1995 laws**

<b>#</b>	<b>year</b>	<b>date</b>	<b>Opposing Parties</b>
177	1994	25-mai	Syndicat intercommunal des eaux de Gravelotte et de la Vallée de l'Orne c. Sté Mosellane des Eaux
179	1995	3-nov.	District de l'agglomération nancéienne c. Société Norit-France
182	1998	14-janv.	M. Porelli c. Commune de Port-Saint-Louis du Rhône
183	1998	20-mai	Communauté de Communes du Piémont de Barr et Sce des Eaux du Bas-Rhin c. Sté Lyonnaise des Eaux
187	2000	16-oct.	Compagnie méditerranéenne d'exploitation des services d'eau c. District de Bastia
188	2001	15-juin	Syndicat intercommunal d'adduction d'eau de Saint-Martin en Ré c. Sté d'Aménagement Urbain et Rural