

Naivasha Water Supply and Sewerage Company

Description of the **Naivasha Bus Park Biogas Sanitation Facility** Management and Operation System (DRAFT)

Table of Contents

1.	Introduction.....	3
2.	Main Principles of the Public sanitation management system	3
3.	Status of the Operator, Contract, Security Deposit and Company Items.....	4
3.1	The Status of the Operator and the Contract	4
3.2	Items Supplied by the Company.....	5
3.3	Security Deposit	5
4.	Monitoring of the Public Sanitation Facility by the Company	6
4.1	Public Sanitation Management System: Responsibilities and Tasks.....	6
4.2	Management and Monitoring Tools	6
4.3	Data on the Operator and Performance of the Public Sanitation Facility.....	6
4.4	Operator Complaints	7
4.5	Technical Maintenance Technical Problems and Damage Reporting	7
4.5.1	Technical Maintenance of the Facility	7
4.5.2	Technical Inspections.....	7
4.5.3	Damage Reporting	7
4.5.4	Procedure in Case the Kiosk Produces Water of Poor Quality.....	8
4.5.5	Procedure: The Operator Does Not Trust the Water Meter.....	8
4.5.6	Measuring Air	8
4.5.7	Gas Leakage.....	9
4.5.8	Operator Negligence	9
4.5.9	Company Negligence	9
4.5.10	Reporting Acts of Vandalism.....	9
5.	Fetching Water, Accessing Sanitation Services and Operation of the Facility.....	9
5.1	Business Hours of the Public Sanitation Facility.....	9
5.2	Paid Water and Water Fetched Free of Charge	10
5.3	Water Supply under Special Circumstances	10
5.3.1	Emergencies	10
5.3.2	Funerals	11
5.4	Using “Standard” Containers.....	11
5.5	Fetching Water during Peak Demand Hours.....	11
5.6	Use of Toilets and Showers	11
5.6.1	Use of Toilets	11

5.6.2	Use of Showers.....	12
5.7	Service Provision.....	12
5.8	Conflicts and Fights at the Facility.....	12
5.9	Customer Complaints.....	12
5.10	Cleanliness and Hygiene.....	13
5.10.1	Duties of the Operator.....	13
5.10.2	Hygiene and Cleanliness Messages for Customers.....	13
5.10.3	Tools to Ensure Cleanliness and Hygiene	14
6.	Paying for Services and Retail Tariffs.....	14
6.1	The Kiosk of the Public Sanitation Facility.....	14
6.1.1	Filling a Jerrycan: 20 litres or 24 litres?	14
6.1.2	The Tariff.....	15
6.1.3	How Customers Pay for Water.....	15
6.2	The Toilets	15
6.2.1	Paying for Toilet Visits.....	15
6.2.2	The Tariff.....	15
6.3	The Showers	16
6.3.1	Paying for Shower Use	16
6.3.2	The Tariff.....	16
6.4	The Use of Biogas.....	16
6.5	Paying for Electricity.....	16
7.	Company – Operator Interactions and Transactions.....	16
7.1	Summary of Interactions and Transactions.....	16
7.2	Cash Depositing by Operators	17
7.2.1	Cash Depositing Procedures.....	17
7.2.2	Cash Depositing Period	18
7.3	Meter Reading.....	18
7.4	Paying the Water Bill.....	18
7.4.1	Operator Billing	18
7.4.2	Operator Commission	19
7.4.3	Disagreement between Operator and Company.....	20
7.4.4	Billing Irregularities and Customer Rights	20
7.5	Metering, Billing and Depositing Cycles	20
7.6	Under- and Over- Depositing by Operators.....	20
7.6.1	Under-Depositing	20
7.6.2	Over-Depositing	20
7.7	Impact of Operator Replacement	21
	List of Abbreviations	21

1. Introduction

This document provides a detailed description of the management system of the Public Sanitation Facility of the Naivasha Water Supply and Sewerage Company (NAIVAWASS) and consists of the following sections:

- Main principles of the Public Sanitation Facility management system (Chapter 2).
- The Status of the Operator, the Contract, the Security Deposit and Company goods (Chapter 3).
- Monitoring of the facility by the Company (Chapter 4).
- Fetching water at the facility, accessing the other services (toilets, showers, hand wash facility) and management of the facility by the Operator (Chapter 5).
- How customers pay for their water and for the sanitation services offered (Chapter 6).
- The Company – Operator interactions and transactions (Chapter 7).
- The List of Abbreviations.

2. Main Principles of the Public sanitation management system

The main **principles** of the public sanitation management system can be summed up as follows:

1. The Public Sanitation Facility is operated by a Public Sanitation Facility Operator.
2. The Operator can be an individual or a group (for example a registered self-help group).
3. The Operator signs a Contract with the Company, which stipulates in detail the rights and responsibilities of both parties as well as the rights and responsibilities of the customers and other stakeholders (Community-based organisations, etc.).
4. The Operator is not an employee of the Company, he or she operates the Public Sanitation Facility as his or her own business.
5. The Operator is treated like any other customer of the Company: he or she is charged on the basis of metered consumption.
6. Customers of the facility have to pay for the quantities of water they fetch they fetch and for each visit to the toilet or the shower.
7. The retail price customers have to pay for water and for a visit to the toilet or the shower, is fixed by the Company and approved by the Water Services Regulatory Board. In other words, Operators are not allowed to determine the price of water and sanitation services.

8. The Operator is allowed to sell other goods at the Public Sanitation Facility. The Contract specifies the types of goods, which are not allowed to be sold at the Public Sanitation Facility. The Operator has to acquire a business license from the Council.
9. The Operator or its agent has to be present during the business hours he or she has agreed upon with the Company and with his or her customers.
10. The local community or its representatives, the market committee and the Council are not involved in the day-to-day management of the water Public Sanitation Facility.
11. The Operator and the Public Sanitation Facility itself are monitored and inspected by the Zone Supervisor who uses the “Checklist for Public Sanitation Facilities”. The Zone Supervisor is responsible for all public sanitation facilities within his or her Supply Zone. The Service Area of the Company is divided into 6 Supply Zones.
12. As far as the financial responsibilities of the Public Sanitation Facility Operator are concerned, the Operator is monitored and controlled by the Billing Section of the Company.
13. The Operator receives training before or after signing the Contract with the Water Service Provider.

3. Status of the Operator, Contract, Security Deposit and Company Items

3.1 *The Status of the Operator and the Contract*

The Operator is not an employee of the Company, but signs a Contract with the Company. The Contract specifies the obligations and rights of both parties.

- The one-year renewable Contract has to be signed by both parties before the Operator can start operating the Public Sanitation Facility. The Contract language is English.
- The Contract resembles a franchise Contract. The Operator is Contracted to sell water and sanitation services on behalf of the Company, but the Operator is not an employee of the Company. The Operator provides the said services at the Facility as his or her private business undertaking.
- The Contract provides for an appendix which contains a set of rules and guidelines for the Operator of the Public Sanitation Facility. It specifies, among other things, which goods cannot be sold at the Public Sanitation Facility (products such as insecticides, pesticides, cooking-oil, fish, meat, charcoal, prepared foodstuffs, etc.).
- If the Operator violates the terms of the Contract, the Company has the right to terminate the Contract.

3.2 Items Supplied by the Company

The Company supplies the Operator with the following items, which (with the exception of the Contract) remain the property of the Company:

- A new 20-litre jerrycan.
- A folder for keeping receipts.
- Keys of the Public Sanitation Facility (one set of keys is kept by the Company). A replacement copy, in case of loss, may be obtained from the Company at a fee.
- The Company keeps the keys to the inbuilt meter chamber.
- A display book, which is used by the Operator to keep his or her copy of the Contract, the Tariff Sheet, receipts, etc.
- The Contract signed by the Operator and by the Company and the appendix of the Contract.
- Other than what has been provided by the company, the Operator has the responsibility of buying any other items and/or goods that may be reasonably required to operate the sanitation facility (Items such as a plastic drinking cup, broom, lockable cashbox, hand washing soap, cleaning detergent, tissue paper, etc.).

3.3 Security Deposit

Before the Operator signs the Contract with the Company, he or she has to pay the refundable Security Deposit of KSh 10,000.

- The Security Deposit is refunded on termination of the Contract when the Operator decides to terminate the Contract and if the Company concludes that the Operator has performed in accordance with his or her Contract.
- The Security Deposit can be used by the Company to meet costs that may be incurred to repair damages occasioned to the Facility as a result of the Operator negligence and any other liabilities at the time of termination.
- In case the Contract with the Operator is terminated, the Company is entitled to use this deposit to settle outstanding (Operator) debts.
- The Security Deposit does not appear on the monthly Water Bill the Operator is issued with.
- The Security Deposit is paid by the Operator before the commencement of the training.

4. Monitoring of the Public Sanitation Facility by the Company

4.1 *Public Sanitation Management System: Responsibilities and Tasks*

The Company should have the necessary staff and tools to supervise the Public Sanitation Facility and to monitor its technical, commercial/financial performance.

- The Operator of the Public Sanitation Facility is supervised by the Zone Supervisor of the Company.
- The Zone Supervisor reports to the Technical Manager and keeps the Technical Manager informed on the performance of the Operators and of the Public Sanitation Facility.
- The Technical Manager reports to the Managing Director.
- The Technical Manager is responsible for the overall management and the monitoring of the public sanitation management facility.

The tasks and responsibilities of the Zone Supervisor with regard to the supervision of the facility and its Operator are described in detail in the job description of the Zone Supervisor.

4.2 *Management and Monitoring Tools*

The Company uses the following tools to supervise the Public Sanitation Facility Operator and to monitor the public sanitation management system. The Operator shall also be provided with copies of the said documents.

- The “Checklist for Public Sanitation Facility and Operators”.
- The “Contract for Public Sanitation Facility Operators”.
- The ”Rules and Guidelines for Public Sanitation Facility Operator”.
- Various documents and sheets provided by the Company.

4.3 *Data on the Operator and Performance of the Public Sanitation Facility*

The Company needs to collect the following information (*performance indicators*) on the Public Sanitation Facility:

- Data (sheet) on the Operator or of the contact person of the registered group (name, address, telephone number, Public Sanitation Facility number).
- Meter readings.
- Weekly balances.
- Consumption figures (per Public Sanitation Facility, area, per town and for the entire public sanitation management system).
- Revenue and data on the collection efficiency.
- Profitability.

Quantitative information in the form of tables or graphs can be presented in monthly, quarterly or yearly reports. The Company may decide to prepare a special yearly “Public Sanitation Management Facility Report”. Such a report should also allow for

more qualitative observations, made by Technical Manager, regarding the public sanitation management system.

4.4 Operator Complaints

The Operator is allowed to register complaints. The Operator can also communicate his or her complaints to the Zone Supervisor and to the Technical Manager. The Operator can fill in the Customer Complaints Form and place the ideas in the Suggestion Box of the Company. The complaints should be investigated and the findings and proposed actions communicated to the Operator.

4.5 Technical Maintenance Technical Problems and Damage Reporting

4.5.1 Technical Maintenance of the Facility

The Public Sanitation Facility Operator should keep the Public Sanitation Facility fully efficient and operational. This means that he or she is responsible for carrying out minor maintenance works, such as replacing leaking taps, etc.

The Operator is not allowed to carry out any repairs or to have repair works carried out at the Public Sanitation Facility.

The Company, however, is responsible for carrying out major maintenance and (structural) repair works and will carry out repair works, which are not the result of normal wear and tear but are caused by accidents, improper use or acts of vandalism.

When necessary, the Company should replace the energy saving light bulbs and/or neon lights.

The Company is responsible for unblocking the toilets and showers.

The Company is not allowed to carry out any maintenance and repair work on the gas installations.

4.5.2 Technical Inspections

The Company has to carry out regular (once every 3 months) technical inspections. These inspections should cover the overall structure, the water supply installations (including the showers), the toilets, the electricity system and the biogas installations.

Once a year, the Company should engage the services of a qualified gas systems installation company to inspect the technical condition of the gas installation and to carry out the necessary maintenance work.

4.5.3 Damage Reporting

Operators should report damage, maintenance requirements (low water pressure, poor water quality, blocked toilets, gas leaks to the Zone Supervisor, or to other Company staff, as quickly as possible.

Gas leaks have to be reported immediately to the Technical Manager of the Company. Ask ECOSAN team for advice and additions.

4.5.4 Procedure in Case the Kiosk Produces Water of Poor Quality

The Operator may have to waste water at his or her Public Sanitation Facility, if the quality is such that it cannot be sold to customers. If the Operator is forced to stop selling water to his or her customers because of poor water quality (if water has a colour, is muddy, has a strange taste, etc.), he or she has to close the water kiosk which forms part of Public Sanitation Facility (immediately) and report the problem to the Company. Poor water quality can be reported to the Zone Supervisor. The Company has to implement all necessary measures to improve water quality (for example, wasting polluted water through the installation of a temporary bypass). The reopening of the Public Sanitation Facility should be done in the presence of the Zone Supervisor. The Zone Supervisor has to flush out poor quality water and record the quantities of water, which have to be wasted until the Operator can start selling water of good quality.

A new leak in the supply network may result in turbid water reaching the Public Sanitation Facility. If after having wasted (flushed) a few containers water quality has not improved, the Operator should close his or her Public Sanitation Facility and inform the Company. If the Company suspects that large quantities of water has to be wasted before the sales can resume, the meter should be temporarily removed or bypassed in order to prevent damage to the meter and to prevent the Operator from having to pay for water which was wasted as a result of the anomaly.

4.5.5 Procedure: the Operator Suspects the Water Meter to be Faulty

If the Operator suspects the water meter to be faulty, he or she should report this to the Zone Supervisor. The Zone Supervisor should organise an onsite testing of the meter using the standard jerrycan the Operator has been issued with. If this test shows that the meter does not function properly, the meter has to be tested (calibrated), repaired or replaced by the Company. If necessary, the Operator should receive a rebate, which covers the period between reporting and testing.

Operators usually report what some of them call a “fast running meter”, but are reluctant to report meters that are stuck or record less than the quantity consumed. Operators are obliged to report any irregularities concerning their work including a “slow running meter”.

4.5.6 Measuring Air

If due to technical/supply problems the taps produces a flow of air instead of water, Operators should keep their taps closed to prevent damage to the meter and having to pay for air that has passed the meter. If the problem persists, it should be reported to the Company.

4.5.7 Gas Leakage

The Operator has to close the Public Sanitation Facility and the gas installation if he or she detects gas leakages. Gas leaks have to be reported immediately to the Technical Manager of the Company. Ask ECOSAN team for advice and additions.

4.5.8 Operator Negligence

If damage to the Public Sanitation Facility can be attributed to the negligence of the Operator, he or she is charged for all damage repair costs.

If a third party causes damage to the Public Sanitation Facility, the Operator is not charged for the damage repair costs.

4.5.9 Company Negligence

The Company has the obligation to carry out all major maintenance and repair works promptly.

If, for example, the Operator observes that the Company is not carrying out the necessary major repair and maintenance works, he or she has to report this to the Zone Supervisor. If the Zone Supervisor fails to solve the problems, the Operator can report the issue directly to the Technical Manager.

4.5.10 Reporting Acts of Vandalism

Operators have to report all acts of vandalism to the Zone Supervisor. Very serious acts of vandalism should be reported directly to the Technical Manager. The Company is advised to report serious acts of vandalism to the police authorities and to the Chief.

5. Fetching Water, Accessing Sanitation Services and Operation of the Facility

5.1 Business Hours of the Public Sanitation Facility

The Company determines the business hours of the Public Sanitation Facility.

Before commissioning a new Public Sanitation Facility, the Company determines the business hours of the Public Sanitation Facility (water kiosk, and sanitation block). After a period of approximately 4 months the business hours can be discussed during a meeting which is attended by Company staff (the Zone Supervisor), the Operator and local stakeholders (bus Operators, shop keepers, etc.). During the discussions peak demand hours, customer preferences and the business interests of the Operator (the sale of other goods at the Public Sanitation Facility) should be taken into consideration.

On the basis of the results of the meeting, the Company decides on the new business hours of the Public Sanitation Facility.¹

The Company has to put up an A4-size poster at the Public Sanitation Facility, which shows the agreed-upon business hours of the water kiosk and of the sanitation block.

5.2 Paid Water and Water Fetched Free of Charge

In principle every drop of water has to be paid for. There are, however, some exceptions:

- Clients of the Public Sanitation Facility can only fetch water using clean containers. Clients are allowed, however, to fetch a small quantity of water free of charge (one cup per container) to clean their container at the Public Sanitation Facility. The Operator has the right to refuse customers who wish to fetch water with dirty containers, or who wish to wash a dirty container at the Public Sanitation Facility. The water fetched free of charge is meant to remove dust, insects, etc.
- It is up to the Operator to decide if he or she wants to provide drinking water (served in a cup) free of charge to passers-by.
- Persons benefiting from the Social Welfare Assistance Scheme (SWAS), are allowed to draw a certain quantity (number of buckets) of water free of charge. These persons (or members of their family) must identify themselves using the Company card they have been issued with.

5.3 Water Supply under Special Circumstances

5.3.1 Emergencies

Special circumstances may oblige the Operator to provide water free of charge (for example, if a house, shop or bus is on fire). If large quantities of water are required, the Operator has to record the meter readings (before and after the incident) and report the incident to the Company. Only when the incident has been reported, the Company can decide *not* to charge the Operator for the water supplied free of charge.

During other emergencies such as outbreaks of cholera, the Operator has to follow the instructions given to him or her by the Company or by the Public Health Department. During public health emergencies, the Company has to consult and cooperate with the Public Health Officer of the Public Health Department.

¹ The water kiosk and the sanitation block may have different business hours.

5.3.2 Funerals

The Operator does not have to supply water free of charge during funerals. However, the Operator may decide to close or open (after the agreed-upon business hours) his or her Public Sanitation Facility in order to assist the people present at the funeral home.

5.4 Using “Standard” Containers

In order to prevent discussions and conflicts between the Operator and his or her customers, the Company and the Operator should sensitise Public Sanitation Facility customers to use 20-litre containers only. If customers wish to fetch water using containers of a different size or volume, the Operator can ask the customer to use the “standard” 20-litre container the Operator has been issued with (by the Company) to fetch water and to measure the content of his or her container.

The “standard” container remains the property of the Company.

Customers are allowed to fetch water using oil drums and other large receptacles, provided the volume is indicated on the receptacle.

5.5 Fetching Water during Peak Demand Hours

During peak demand hours, Operators tend to face difficulties handling their customers (providing water, receiving cash, giving out tissue paper, controlling consumption and transactions). Some customers may try to take advantage of the situation, by fetching water without paying. The Company should show Operators how to organise their customers (and jerrycans) in such a way (by creating orderly queues or lines of jerrycans) that misuse and theft are kept at a minimum.

Peak demand usually occurs between 07.00hrs and 10.00hrs and between 15.00hrs and 19.00hrs.

During the training of Operators, attention is given to the organisation of and the service delivery to customers during peak demand hours. During peak demand hours the Operator should discourage customers from fetching water themselves.

5.6 Use of Toilets and Showers

5.6.1 Use of Toilets

Customers who want to use the toilet for a “long call” should be given sufficient tissue paper.

The Operator should always have sufficient supply of tissue paper.

Customers should be allowed (and encouraged) to wash their hands, using the hand wash facility, after having used the toilet.

The Operator should make sure that the liquid hand soap container at the hand washing facility always contains soap.

Customers, who wish to use water for cleansing purposes, should be given a small (one-litre) plastic or enamel container. This container should be cleaned by the customer at the hand washing facility after use.

Customers are supposed to keep toilets clean. The Operator should sensitise his or her customers on the need to keep the toilets clean and on the need to wash hands after using the toilet.

Customers are not allowed to use the toilet for the disposal of solid waste.

5.6.2 Use of Showers

Customers who wish to use the shower should bring and use their own clean towels.

Customers are supposed to keep showers clean. The Operator should sensitise his or her customers on the need to keep the showers clean.

5.7 Service Provision

Operators should always be friendly to their customers. The Operator should assist his or her customers and the elderly in particular (lifting containers, accessing the toilet or the shower, etc.). Delivering an excellent service to customers is important.

If the Operator has no objections, customers are allowed to draw water themselves.

If necessary, the Operator should explain the use of the toilets and showers. The Operator should ask customers who want to visit the toilet if they need tissue paper.

The Operator should be able to provide his or her customers explanations on the production and use of biogas.

5.8 Conflicts and Fights at the Facility

If serious conflicts or even fights occur at the Public Sanitation Facility (for whatever reason), the Operator should close the facility and report the matter to the Company (the Zone Supervisor or other staff members). If deemed necessary, the matter should be reported to the police authorities.

5.9 Customer Complaints

If Customers have complaints, for instance, concerning the way in which the Operator is carrying out his or her duties, they can contact the Zone Supervisor or visit the (local) Office of the Company and fill in the Customer Complaints Register.

Customers can also call the customer care number of the Company.

The customer care concept of the Company is explained on a small (A4 size) poster, which is put up next to the entrance of the Public Sanitation Facility.

5.10 Cleanliness and Hygiene

5.10.1 Duties of the Operator

In order to prevent infections but also such diseases as cholera, malaria and diarrhoea, the Public Sanitation Facility and its direct surroundings have to be kept very clean and as dry as possible at all times. Cleaning the Public Sanitation Facility and its surrounding is one of the important duties of the Public Sanitation Facility Operator.

The Operator is responsible for cleaning the Public Sanitation Facility and its direct surroundings (an area of approximately 15 by 15 metres).

It is the responsibility of the Operator and of the Zone Supervisor to sensitise customers and the community as a whole on the importance of keeping Public Sanitation Facility clean at all times.

Each toilet has to be cleaned at least 4 times a day.

The Operator has to inspect each toilet once an hour and clean them if they are dirty.

Each shower has to be cleaned at least 4 times a day.

5.10.2 Hygiene and Cleanliness Messages for Customers

Public sanitation facility cleanliness and hygiene education/sensitisation is an ongoing activity. The Operator and the Zone Supervisor should always emphasise that customers and other people (shop keepers, bus passengers, etc.), in the interest of public health, are not allowed to pollute the Public Sanitation Facility and its direct surroundings. The following messages should be communicated to all who visit the Public Sanitation Facility or its vicinity:

- No one is not allowed to wash at or near the Public Sanitation Facility.
- People are not allowed to eat at or near the Public Sanitation Facility. Experience shows that organic waste and food wastes in particular are major pollutants that can also cause soak away blockages.
- No one is allowed to wash or repair bicycles, cars (etc.), at or near the Public Sanitation Facility.
- No one is allowed to use the kiosk part of the Public Sanitation Facility as a public toilet.
- No one is allowed to dump refuse near or within the facility premises.
- Owners of donkey carts should see to it that their donkeys and carts are not polluting the Public Sanitation Facility. Dung dropped at the Public Sanitation Facility has to be removed by the donkey cart rider. Donkey cart riders visiting the water kiosk part of the Public Sanitation Facility must observe standards of personal hygiene. Donkeys must be healthy (no wounds and diseases) and donkey carts should not be overloaded.

Public sanitation facility cleanliness and hygiene sensitisation should also focus upon the responsibility of each resident to report misuse of the Public Sanitation Facility and to refrain from, or disapprove of, any kind of behaviour, which may have a negative impact upon public health and upon the operation of the Public Sanitation Facility.

5.10.3 Tools to Ensure Cleanliness and Hygiene

The Company will ensure that at all times, its Public Sanitation Facility is clean and properly taken care of. The Company uses the following tools to assure its customers that the Public Sanitation Facility is kept clean:

- The Contract. Although the Operator runs the kiosk as his or her own business, the Company, through the Contract, it signs with the Operator, is able to enforce the rules and procedures related to the cleanliness and hygiene of the Public Sanitation Facility.
- Supervision. During his/her inspection & supervision visits, the Zone Supervisor always inspects Public Sanitation Facility cleanliness and hygiene. If necessary, the Operator is sensitised or receives a reprimand. The Company visits and inspects the Public Sanitation Facility at least 4 times a week.
- Sensitisation of the customers and other residents. The Operator should sensitise his or her customers on how to prevent and how to report acts of vandalism and pollution (littering, dumping, defecation outside the toilets, etc.). Such acts should be reported to the Chief. The Company assists the Operators in their sensitisation effort by putting up small A4-size posters, which list the “Rules of the Public Sanitation Facility”.
- Reporting by customers. The Customers of the Public Sanitation Facility are encouraged to report poor hygienic standards to the Company.
- The Company will also encourage regular inspections of the Public Sanitation Facility by the Public Health Officer (PHO) who is guided by the Public Health Act. The PHO can issue a statutory notice if the Public Sanitation Facility does not meet hygienic standards.

6. Paying for Services and Retail Tariffs

6.1 The Kiosk of the Public Sanitation Facility

6.1.1 Filling a Jerrycan: 20 litres or 24 litres?

A large majority of all users of Public Sanitation Facility, wells and public taps in Kenya use yellow 20-litre jerrycans. Most customers - and female kiosk customers in particular - prefer to fill their jerrycans to the rim. A full 20-litre container contains 21-23 litres of water.

The Company issues the Operator with a new 20-litre container, which can be used to measure the content of the containers used by customers.

6.1.2 The Tariff

At the kiosk of the NAIVAWASS Public Sanitation Facility, water is sold to customers at the gazetted rate of KSh 2.-/20-litre container (January 2008).

The tariff the Operator charges his or her customers is fixed by the Company and has been approved by the Water Services Board and by the Water Services Regulatory Board.

A tariff of KSh 2.-/full 20-litre container means that the retail tariff at the kiosk is approximately KSh 91.-/m³ (assuming a full jerrycan contains 22 litres).

6.1.3 How Customers Pay for Water

Preferably, customers pay the Operator directly and in cash for the water quantity they want to fetch.

It is up to the Operator to decide whether he or she wants to allow customers to:

- Purchase water on credit.
- Pre-pay large amounts in order to facilitate (1) fetching of large quantities of water (for example during construction works) or (2) fetching over a longer period.

The Company does not interfere in the development and introduction by Operators of alternative customer-Operator payment systems.

6.2 The Toilets

6.2.1 Paying for Toilet Visits

Customers have to pay the Operator each time they visit the toilet. It is up to the Operator to decide if customers pay before or after using the toilet.

The tariff the Operator charges his or her customers is fixed by the Company and has been approved by the Water Services Boards and by the Water Service Regulatory Board.

When it comes to the retail tariff, no distinction is made between a “short call” and a “long call”.

Tissue paper and the use of the hand wash facility (before and/or after the use of the toilet, are included in the retail tariff.

6.2.2 The Tariff

Customers have to pay the Operator KSh 3.- for a visit to the toilet.

6.3 The Showers

6.3.1 Paying for Shower Use

Customers have to pay the Operator each time they use the shower. It is up to the Operator to decide if customers pay before or after using the toilet.

The tariff the Operator charges his or her customers is fixed by the Company and has been approved by the Water Services Boards and by the Water Service Regulatory Board.

A shower visit should not exceed 5 minutes.

The use of the hand wash facility, before and/or after the use of the shower, is included in the retail tariff.

6.3.2 The Tariff

Customers have to pay the Operator KSh 10.- for a using the shower.

6.4 The Use of Biogas

The Operator is not charged for the use or the sale of biogas. The Operator may sell biogas to a third party (a restaurant, a hotel, etc.).

The gas tariff is not fixed by the WSP but by the Operator.

The Company, however, has the obligation to carry out regular inspections of the biogas installation (see Section 4.5.1).

6.5 Paying for Electricity

The facility is connected to the electricity supply network. The Operator is responsible for the timely payment of the electricity bill.

7. Company – Operator Interactions and Transactions

7.1 Summary of Interactions and Transactions

The main elements of the Operator-Company business relations can be described as follows:

- The Operator sells water and sanitation services for a fixed price per unit/visit (For example, KSh 2.- for a full 20-litre jerrycan or KSh 20 for an oil drum of 210 litres).
- The tariffs the Operator charges his or her customers, are fixed by the Company and have been approved by the Water Services Boards and by the Water Service Regulatory Board.

- The Operator has to pay the Company according to the monthly water meter readings.
- The Operator receives a commission (a percentage of the tariff) for each cubic metre (m^3) that has passed the meter.
- The Operator has to pay the Company KSh 30.-/ m^3 (33% of the retail tariff).
- This means that the Operator receives a commission of KSh 61.-/ m^3 (67% of the tariff) for each cubic metre (m^3) that has passed the meter.
- The Operator has to record daily opening and closing readings in an orderly manner, preferably in a dedicated cashbook.

7.2 Cash Depositing by Operators

7.2.1 Cash Depositing Procedures

- The Operator has to pay the monthly Water Bill. The Water Bill shows the amount the Operator has to pay to the Company (“Amount Due”).
- The amount the Operator has to pay is based upon the monthly meter readings.
- The Public Sanitation Facility has an account number.
- The Operator is advised to deposit once a week at the office of the NAIVAWASS. The minimum deposit is KSh 500. (Alternatively: *The Operator is advised to deposit once a week at the bank. The minimum deposit accepted by the bank is KSh 1,000. The bank slip, which shows the NAIVAWASS customer account number, the name of the customers as well as the deposited amount, is used to prepare the receipt).*
- Each time the Operator makes a deposit, he or she is issued with a receipt.
- The amount the Operator has to deposit equals 33% of the value of the water that has passed the meter (or KSh 35.-/ m^3).
- The Operator remains with a commission of 67% of the value of the water that has passed the meter (or KSh 61.-/ m^3).
- The Operator is obliged to keep a record of daily cash collections and daily meter readings (opening and closing readings). The Operator uses a cashbook to record their daily readings and cash collections.
- All deposits within one monthly cash-depositing period are reflected on the Water Bill.
- If there are disagreements between the Operator and the Company with regard to cash depositing, the receipts received by the Operator and the entries (amounts received by the Company) are used to verify statements or claims. It is, therefore, in the interest of the Operator to keep and file all receipts.

- During their training, the Operators are trained in receipt keeping, meter reading. Operators should also be able to estimate their income.

7.2.2 Cash Depositing Period

The last deposit made by the Operator which appears on the Water Bill covering month B, is the deposit made on the last day working of month B.

The Water Bill covers the period between the meter reading carried out during month A and month B. Water meters are read between the 24th and the 31st.

7.3 Meter Reading

All meters of the Company are read only once a month. The Public Sanitation Facility water meters are read between the 24th and the 31st of the month. All meter readings, including the Public Sanitation Facility meter readings are handed over to the Billing Section.

- The water meter of the Public Sanitation Facility is read during the same period of the month. The water meter should preferably be read on the same day every month.
- The Operator should record the water meter readings on a daily basis. This allows him or her to identify irregularities. This means that during his or her training, the Operator is shown how to read the meter and how to record and interpret these meter readings.
- The Zone Supervisor is responsible for the meter readings.
- If the Company has doubts with regard to the meter readings supplied by the Operator, the Zone Supervisor should visit the Public Sanitation Facility and verify the meter readings.

7.4 Paying the Water Bill

7.4.1 Operator Billing

The main elements of the cash handling part of the public sanitation management system can be summed up as follows:

- In principle, the Operator is treated like any other customer of the Company.
- The Operator is charged by the Company (only) on the basis of the water meter readings.
- The meter is read once a month, if possible, on a fixed date.
- Every month the Operator receives a Water Bill. The Operator simply has to pay his or her monthly Water Bill. The Operator's commission is what remains after he or she has paid the Water Bill.
- The Operator is also provided with a sheet mentioning the current tariff. With the tariff sheet and the meter readings, the Operator is able to estimate his or her income.

- The Water Bill specifies the meter readings, the opening balance, the water charge, the total receipts (Being the total amount deposited by the Operator) and the total amount due.
- The opening balance is the total amount due for the previous month. The opening balance is positive if it is a *debit* balance (the Operator has a debt with the Company) or negative if it is a *credit* balance (the Company has a debt with the Operator who has deposited more cash than required).
- The current water charge is the tariff multiplied by 33% of total consumption (as recorded by the water meter).
- The (theoretical) monthly commission of the Operator is the tariff multiplied by 67% of total consumption (as recorded by the water meter).
- The 67% commission received by the Operator, also covers water, which is wasted (unavoidable wastage), water used to clean the Public Sanitation Facility and water provided free of charge to residents who wish to clean their containers and who benefit from the SWAS programme. In other words, it is the Operator, and not the Company, who pays for this water. This is justifiable as the Company has considered water wastage when determining the commission of the Operator.
- Operators receive their Water Bill, which is dispatched around the 30th or the 31st of the month, during the first week of the next month.
- If the total amount due shows a *positive* amount, the Operator has a debt with the Company. If the Operator has a debt with the Company he or she is given 14 running days from the due date to settle his or her arrears.
- If the Operator has proved to be unable to settle his or her arrears within this period, and if the Operator cannot offer an acceptable explanation for this, the Contract between the Company and the Operator is terminated.

The Company should offer clear guidelines, which allow the Operator to calculate his or her commission and to estimate in an accurate way what is due to the Company. The Operator should calculate his commission on the basis of cash collections.

If the billing of Operators is perturbed because of technical problems with the water meter (the meter is stuck or is running backwards), the water charge is based upon the average of the 3 previous months.

The monthly Water Bill the Operator is issued with, is similar to the one received by the other customers of the Company. In other words, the Operator is treated like any other customer of the Company and the Public Sanitation Facility bills are integrated into the Company billing system. Instead of the plot number, the Public Sanitation Facility Water Bill shows the number of the Public Sanitation Facility and the name of the peri-urban area.

7.4.2 Operator Commission

Example:

The Public Sanitation Facility retail tariff is KSh 91.-/m³. This means that if the meter

shows a consumption of 100 m³ this consumption corresponds with a value of KSh 9,100 (= consumption multiplied by the tariff). If an Operator receives **67%** of this amount, his or her commission is KSh 6,097.

7.4.3 Disagreement between Operator and Company

If the Company and the Operator disagree on the amounts or quantities mentioned in the Water Bill, discussions take place on the basis of receipts kept by the Operator and the Company. If the Operator expresses doubts regarding the accuracy of the water meter, the Company has the obligation to investigate the matter.

7.4.4 Billing Irregularities and Customer Rights

The Public Sanitation Facility customer should never suffer from any irregularities, such as debts or theft that may disturb the professional relationship between the Company and the Operator. For example, when a customer has pre-paid for a certain quantity of water, he or she shall receive that quantity.

7.5 Metering, Billing and Depositing Cycles

Table 7.1 shows the proposed meter reading date the cash-depositing period and the date the Water Bill is prepared and delivered.

Table 7.1: Meter reading, cash depositing and preparation of the Water Bill

Activity/Month	April	May	June
A: Meter reading	→ 24 th	→ 24 th	→ 24 th
B: Cash deposits considered	→ 31 st	→ 31 st	→ 31 st
C: Sending of the Water Bill	1-5 th	1-5 th	1-5 th

7.6 Under- and Over- Depositing by Operators

7.6.1 Under-Depositing

If the Water Bill shows that the Operator owes the Company money (Opening Balance is a positive amount), the Operator is given 14 running days after the due date to settle his or her debt. If the Operator proves unable to do so, the Company closes the Public Sanitation Facility, terminates the Contract and replaces the Operator. In other words, the Company never accepts the Operator debt more than 14 days after the issuing of the Water Bill.

7.6.2 Over-Depositing

If the Operator has deposited more that he or she is required to pay according to the Water Bill (total amount due), the Company does not reimburse the Operator this amount (In principle the Company does not pay Operators). Over depositing appears as a negative opening balance amount (Company owes Operator) on the next Water Bill. A negative opening balance implies that the Operator has to deposit less.

7.7 Impact of Operator Replacement

The Company has adopted the principle that a customer who has paid for water should always be able to fetch the quantities he or she has paid for. In other words, a customer should never suffer from the dishonesty of an Operator or from poor Company management procedures or practices.

If an Operator has been replaced, the customers are allowed to consume the prepaid quantities of water (purchased from the previous Operator), as soon as a new Operator is in place. The customer is always allowed to fetch the quantities he or she has paid for.

This principle, however, could have negative consequences for the new Operator as he or she is charged for consumed water for which he or she never received cash. A new Operator should never have to pay for water he or she never received cash for. In order to protect the interests of the customers and those of the new Operator, the Zone Supervisor records the balances for all Public Sanitation Facility customers. The value of the total quantity of water owed to the customers is calculated and this amount is deducted from the next (first) bill of the new Operator.

List of Abbreviations

PHO:	Public Health Officer
KSh:	Kenya Shilling
WSP:	Water Service Provider
