

MOMBASA WATER



MOMBASA WATER SUPPLY & SANITATION CO. LTD.

WATER KIOSK AND STAND PIPE MANAGEMENT POLICY

2019

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Document Information

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Prepared By:	Kiosk Policy Review Committee
Reviewed & Updated By:	
Approved By	Board of Directors
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Chairman of BoD (Signature)	
Managing Director (Signature)	



Section A – Purpose of the Policy

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| 1. | a) | Mombasa Water Supply and Sanitation Company Limited ('the Company') is obliged to supply water to low income customers at subsidized rates through water kiosks and stand pipes. This is aimed at improving water access in Mombasa County; | The Company's mandate to operate standpipes/water kiosks |
| | b) | The purpose of this policy is to determine and establish the framework for the registration, operations, monitoring and evaluation of sustainable water kiosks and stand pipes within the Company's service area; | Purpose of the policy |
| | c) | The policy shall be implemented upon approval by the Board of Directors of the Company; | Commencement date of this policy |
| | d) | The implementing department shall cause quarterly reports to be prepared in regard to the streamlining process as enumerated in the Schedules of all existing water kiosk and stand pipe accounts in the Company's customer database to ensure conformity with this policy; | Monthly reports on streamlining of existing water selling accounts |
| 2. | a) | The status of water kiosks and stand pipes in the Company water supply area pre-devolution of water provision services exhibits a haphazard system of management and operations of these very important installations much attributable to the unique water situation in Mombasa County. | Current status of water kiosks and stand pipes within the Company's water supply area |
| | b) | Significant amounts of water supplied to the Company for distribution is subsequently sold through water kiosks and stand pipes at a subsidized tariff. Due to this incentive, unscrupulous water kiosk operators hold water intended for continuous supply by investing in underground storage tanks beyond the recommended capacity. Further, incidences of illegal connections for pumping from the main supply lines by water vendors has affected water balance hence compromising equitable supply to the domestic and commercial customers. Finally, water kiosk ownership and operations by some the Company staff has exerted undue advantage over operators and brings forth conflict of interest; | Existing water supply distribution factual information and statistics at existing water kiosk accounts |
| | c) | This policy in general protects the Company from the risk of losing its relevance in water service provision in the County of Mombasa as well as promotion of economic and social rights entrenched in the Constitution (2010); | Protection of the Company from business sustainability risk(s) |
| 3. | a) | The Company's strategy is anchored on Article 10 of the Constitution (2010). | Article 10 of Constitution (2010) |
| | b) | This policy endorses the Company's most significant value of ensuring sustainability of its mandate to provide reasonable accessibility to clean and safe water in adequate quantities. In the long run, the policy will enhance the development of the Company's corporate image. | Policy's endorsement of the Company's mission, Article 43 and 56 of Constitution (2010) |
| | c) | The policy is intended to integrate the advancement of Articles 54, 55 and 56 of the Constitution (2010) that safeguards the right to equal opportunity and non-discrimination. Hence, this policy shall be complimented by the regulations on water operating installations as provided in the Mombasa County Water and Sewerage Services Act (2016). In that regard, the Company's internal and external stakeholders shall refer to this policy in reference to water kiosk and stand pipe installations within the Company's water service area. | Integration of the policy to the Constitution (2010) and the County Water Legislation |

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4. The Company's strategic plan is to ensure its financial, social and economic sustainability and thus, the policy is crafted consistent with that strategic direction. The policy's consistent with the Company's strategic plan

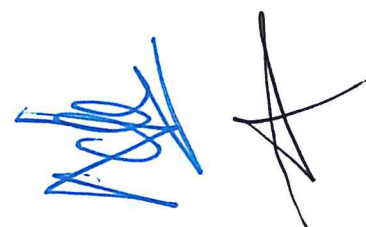
Section B - Policy Organisational Scope

5. This policy applies to operators and administrators of water kiosk and stand pipe installations within the Company's area of water supply. Without prejudice to the generality of the foregoing, this policy shall be applicable in the regularisation of management, in accordance with the process enumerated in the Schedules, of all the existing water kiosk accounts to ensure conformity, and all intended approvals of water kiosks and stand pipes. In that regard, the policy features registration and operational guidelines for operation of water kiosks and stand pipes, duties and responsibilities of water kiosk and stand pipe operators as well as a provisions aimed at ensuring compliance and enforcement of the policy. To whom, how and what part of the organisation does the policy apply?
6. The letter and spirit of the policy shall be reflected in related Company standard operational, guideline and responsibility & reporting structure documents to be developed, such as Standard Operation Procedures (SOPs), Customer Service Charter (CSC), Corporate Social Responsibility Guidelines (CSR) among other policy documents. Reflection of the policy in the Company's other policy documents

Section C - Policy Content and Guidelines

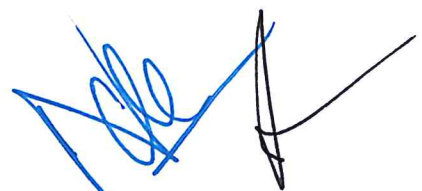
Part I – General Policy Guidelines

7. a) In an effort to ensure residents of the County of Mombasa without individual domestic water connections access portable water, the Company shall authorize the installations of water kiosks and stand pipes in low income areas. For the avoidance of doubt, water kiosks and stand pipes are meant for selling of water in small quantities in low income areas of Mombasa County. This is also applicable where the residents cannot afford a household connection and a monthly bill and where extensions of water distribution service line or upgrading of facilities are not feasible; Introduction
- b) The water kiosk and stand pipe shall be located in low income areas where residents cannot afford to install individual water connections or a monthly bill. Any existing stand pipe/water kiosk accounts in any other area other than an area recommended by the Company's Low Income Consumer Services Department, or defined under WASREB Maji Data, as a pro-poor area shall be dismantled upon coming into effect of this policy. Water Kiosk and Stand Pipe to be installed in low income areas only
- c) It shall be the policy of the Company to authorize construction of water kiosks and stand pipes and the cost of such construction shall be borne by the water kiosk or stand pipe operator. The Company shall license appropriate individuals and registered groups to operate such water kiosks and stand pipes. Inherent policy of The Company to construct water kiosks and standpipes installations
- d) The Company shall advertise for the recruitment of water operating agents who prior to the taking effect of this policy were water kiosk operators, or new applicants interested in being authorized to operate a water kiosk and stand pipe in the County of Mombasa. Recruitment of water operating agents



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| e) | In so far as the Company shall have the need to recruit water operating agents in the County of Mombasa, all water kiosks and stand pipes operating at the commencement date shall conform to this policy. | All water kiosks and stand pipes operating to conform to this policy |
| f) | For purposes of recruitment of water operating agents, the selection committee to evaluate and consider the applications shall be appointed by the Company's Managing Director. | Kiosks operator's recruitment |
| g) | This policy thus sets guidelines on the following, generally: -
(i) Operations of water kiosks and stand pipes applicable to both those operated by the Company as an entity and those operated under the authorization of the Company by appointed water operating agents;
(ii) Applications for water supply connections by water operating agents to operate water kiosks and stand pipes in areas to be designated, exclusively, by the Company;
(iii) Structural requirements for a water kiosk or stand pipe installation, including but not limited to: -
<ul style="list-style-type: none"> • Structural details of an authorized water kiosk or stand pipe; • How an authorized water kiosk or stand pipe shall be identified; • The acceptable radius between one water kiosk or stand pipe and another; • Drainage system details at a water kiosk or stand pipe installation; (iv) Operational responsibilities, obligations and guidelines to be followed and adhered to by all and any water kiosk and stand pipe operator(s) and administrator(s) employed by the Company;
(v) Offences and subsequent penalties for offenders of any provision of this water kiosk and stand pipe policy;
(vi) Transitional provisions to govern the streamlining of all lawfully existing water kiosk and stand pipes accounts, installations and operations;
(vii) Any other relevant issue specific to stand pipes/water kiosks; | General policy guidelines |
| h) | Regulation on the policy guidelines contemplated in clause 7(g) may be provided in the Schedules | Schedules in this policy |
| 8. a) | It shall be the duty and responsibility of every employee of the Company to implement this policy; | Duty of all the Company staff to implement policy |
| b) | The Low Income Consumer Services Department alongside other divisions/departments of the Company shall implement this policy; | The Company's policy implementing department |
| c) | The decision making authority within the Company in respect to the implementation of this policy shall be the Managing Director, or his/her appointed representative(s), and will perform the decision making functions in liaison with other heads of divisions/departments; | Authority to make decisions on implementation of policy |
| d) | For the avoidance of doubt, any decisions made by any other persons save for the persons authorized by this policy shall be invalid, null and void <i>ab initio</i> . | Decision on water kiosks and stand pipes by unauthorized persons |



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9. In line with the Company's corporate social responsibility initiative, preference for appointment and authorization of water operating agents shall be given to the following: -
- (i) Orphans and widows
 - (ii) Women groups
 - (iii) Youth groups
 - (iv) Persons with disabilities
 - (v) CBOs;
10. a) The selection committee provided in clause 7(f) in respect of recruitment proceedings envisaged in clause 7(d), shall evaluate and compare the responsive applications in accordance with the following minimum criteria: -
- (i) Provide statutory registration documents: -
 - Copies of Certificate of Registration/Incorporation, Corporate PIN Certificates for groups/Companies;
 - Copies of National IDs, and PIN Certificate for individuals and/or members of the groups;
 - Certificate of Good Health from the Department of Public Health;
 - Signed consent/resolution from the members (in case of a group/CBO etc.)
 - (ii) That the proposed area of operation should be within low income areas as defined in the WASREB's Maji Data and should reach as many households without domestic water connections as possible;
 - (iii) Applicant should be ready to operate in accordance with MOWASSCO Water Kiosk and Stand Pipe Policy, Mombasa County Water and Sewerage Services Act (2016) and WASREB guidelines on Regulation of Water Vending in Kenya;
- b) Each new applicant following advertisement by the Company for recruitment of water operating agents shall fill in the standard application form provided in the Schedules, attach the necessary documents and present the duly filled form and the required documents to the Company within the specified period;
- c) In the event a water kiosk or stand pipe is required in a given low income area and there are no individuals or group of persons interested in being appointed as water operating agents, the Company shall, in the first instance, encourage the residents of the area, through public sensitization, to form such groups as envisaged in this policy.
- d) For purposes of posterity of previous water kiosk operators, the Company may at the same time vet all water kiosks existing in its water supply area of Mombasa County where following advertisement for recruitment of water operating agents, any previous water kiosk operator before taking effect of this policy who is interested and meeting the eligibility criterion provided under clause 11(a) shall fill the standard application form provided in the Schedules, attach the necessary documents and present the duly filled form and the required documents to the Company within the specified period;

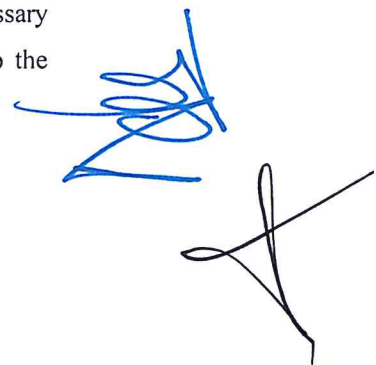
Eligibility for appointment as a water operating agent

Eligibility criterion

Evaluation of new Applications

Where the target groups in impossible or difficult to establish

Evaluation of existing and previous water kiosk operators



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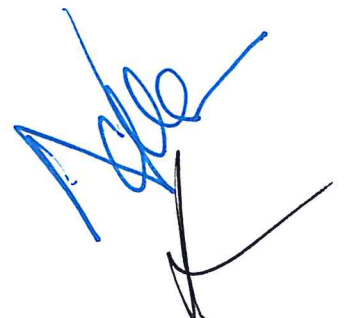
11.

- a) Any number of water kiosk operators who own an individual water kiosk or stand pipe authorized by the Company before the coming into effect of this policy may form a self-help group, an association, or a society within the provisions of the relevant Laws of Kenya to mutually engage the Company on water sectorial issues and for purposes of self-regulation of its membership. Water operating agents may form an association for self-regulation
- b) The association formed by water operating agents must be legally compliant with the relevant laws in which it is formed. Whereas it shall deposit with the Company the association’s Constitution, which Constitution must comply with this policy and the mission of the Company; Water operators associations to deposit their Constitution
- c) The association so formed shall apply for recognition by the Company. Subject to acceptance, a recognition agreement shall be signed by both parties. It shall partner with the Company in regularizing water kiosks operations within its service area; Recognition of associations and duty to assist Company on illegalities
- d) The vendor association shall keep an up to date register of all its members and their areas of operation for ease of tracking. It will among other things fight for and protect the rights of their members, regulate the operations of their members and ensure they follow all laid down rules and regulations by the, carry out trainings on safe water handling practices in conjunction with the MOWASSCO and the County Public Health Departments and any other functions that will be ascribed to it. Recognition of members of Associations
- e) The associations’ objectives shall include: educating its members on water safety, capacity building of members on water quality awareness and business skills, identification of representatives to monitor that the rules and regulations put in place by the utilities are adhered to by all its members. Actions of individual members contravening any rules and regulations will have repercussions for the entire association, which may include cancellation of recognition agreement with MOWASSCO. Duties of the Associations and self-regulation

- 12. a) This policy prohibits water reselling by domestic water account holders. Any existing domestic water accounts holders selling water are hereby declared illegal. Prohibition of water reselling by domestic water account
- b) Any domestic water account holder selling water commits an offence punishable under Schedule of Offences herein. Creation of an offence

Part II – Administration of Stand Pipes /Water Kiosks

- 13. a) For purposes of administration of water kiosks under this policy, management shall constitute a water kiosk team comprised of the following members; Establishment of a the Company Water Kiosk and Stand Pipe Team

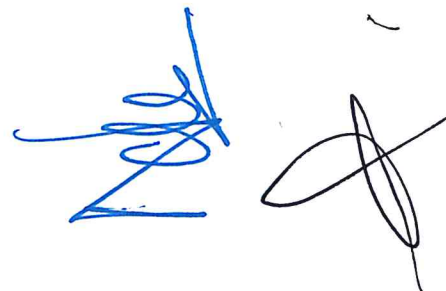


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- (i) The General Manager Commercial & Business Development as the Chairman; **Composition of Water Kiosk and Stand Pipe Team**
- (ii) The Low Income Consumer Services Manager as the Secretary;
- (iii) Two (2) Business Unit Managers;
- (iv) The Project Manager(s), and/or their appointed representatives of pro-poor development partners shall be incorporated as ex-officio member(s);
- b) The tasks of the team shall include but not limited to;
 - (i) Draft the team’s terms of reference in the first sitting to be approved by management; **Tasks for Water Kiosk and Stand Pipe Team**
 - (ii) Develop a work plan for the full implementation of the policy;
 - (iii) Co-opt any relevant expertise not currently represented in the team in consultation with the Managing Director;
 - (iv) Provide recommendations the sustainable operation of water kiosks within the Company’s service area for approval by management;
 - (v) Diligently implement the approved recommendations by management.
- 14. a) The Water Kiosk and Stand Pipe Team shall hold such number of meetings as shall be determined by the head of the team. **Requirement for the team to hold formal meetings**
- b) The Secretary of the Water Kiosk and Stand Pipe Team shall cause minutes of the deliberations of the team’s meetings to be taken. **Water Kiosk and Stand Pipe Team meeting minutes**

Part III – Water Distribution, Quality & Tariff

- 15. a) All vendors shall obtain a business permit from the County Government of Mombasa, a permit from the Public Health Department and an operating license from MOWASSCO. **Licensing of Water Kiosk or Stand Pipe Operators**
- b) A kiosk operator will be required to pay a refundable security deposit of Ksh. 10,000.00 to the water company before signing the contract. This money will either be refunded at the end of the contract or be used to repair damages occasioned by the operator’s negligence or to settle any outstanding debts. All deposits previously made shall be updated to the nominal fee of Ksh 10,000. **Water sold at Water Kiosk or Stand Pipe installation**
- c) Water Operating Agents shall ensure that water provided at water kiosk or stand pipe installations is strictly derived from the Company’s main water distribution lines; **Water sold at private commercial boreholes and wells**
- d) The County Directorate for Water services shall provide a list of all approved private commercial borehole and well sources of water as provided for under section 35(1)(2) of the Mombasa County Water and Sewerage Services Act (2016)
- e) It is an offence to sell, or mislead consumers by selling raw or saline water from shallow wells disguised as the Company’s potable water, which offence shall be adjudged and punished as an illegal connection to water services as provided for under section 28 of the Mombasa County Water and Sewerage Services Act (2016); **Offence to distribute water at water kiosk or stand pipe from other sources**
- f) Any water operating agent selling water from any other water source at an authorized water kiosk or stand pipe installation except that from the Company’s water supply network shall have the authorization withdrawn, and shall not be considered in the future; **Withdrawal of water operating authorization and bar from operating a water kiosk and stand pipe**

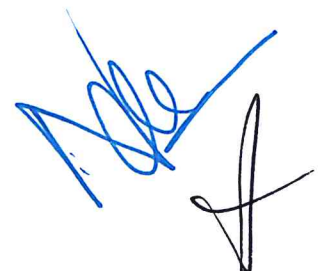


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- g) Water operating agents shall maintain the general cleanliness of area within and around a water kiosk or stand pipe installation at all times and ensure the cleaning/sterilization of reservoir tanks installed at water kiosks at least twice in a year. Cleanliness of area around water kiosk and stand pipe installations
- h) All vendors must undergo basic training on good personal hygiene practices. Bright clothing such as overalls or coats are recommended for all water vendors.
- i) Dispensing of water at the kiosk shall be through a funnel to avoid dipping the horse pipe in containers. At no point shall the horse pipe be in contact with the ground surface.
- j) Water operating agents shall, through communication with the Company, control the filling of the water storage tanks, which shall have a maximum capacity of 5m³, at a water kiosk to ensure sufficiency of storage and avoid shortage of supply and spillage. Capacity of above water tanks at water kiosk installations
17. a) Water operating agents shall not, at any given time, interfere with the pipe work nor install additional reservoir tanks at water kiosk or stand pipe installations. Interference with pipe work and storage tanks
- b) Notwithstanding the above, the carrying out of any alterations and/or authorized interference with the pipe work before the meter installed in a stand pipe/water kiosk for purposes of maintenance is an exclusive responsibility of the Company, which alterations shall not interfere with the supply to consumers ordinarily served by a water kiosk or stand pipe, and at all times, with the written consent of the Managing Director. The Company, only, can carry out alteration of pipework before the water meter
- c) Any person interfering with any pipe work before the meter to any water kiosk or stand pipe installation without the authorization of the Company commits an offence punishable under Schedule of offences herein and, specifically, section 27 of the Mombasa County Water And Sewerage Service Act. Creation of an offence
18. a) Water operating agents shall pay the Company for the bulk water supplied at the water kiosk or stand pipe at the Regular Tariff Adjustment (RTA) approved by WASREB per cubic meter calculated from monthly meter readings as approved, which RTA may be from time to time be subject to review. Tariff for bulk water supplied
- b) Water operating agents shall retail water to the area residents and general public strictly at the RTA per 20 litre container as approved, or as amended from time to time by WASREB. Authorized retail tariff at water kiosk or stand pipe installations

Part IV - Water Kiosk or Stand Pipe Operations and Billing

19. a) Water operating agents may carry out income generating businesses alongside water selling activities. Prohibition of engaging in certain income generating activities near stand pipe/water kiosk installations
- b) Products forming part of the water operating agents' income generating business, which would ordinarily contaminate water as provided in the Schedule of prohibited items, shall not be allowed near stand pipe/water kiosk installations.
- c) The Water Kiosk and Stand Pipe Team shall vet all water operating agents operating lawful income generating activities.



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| 20. | a) | Water selling operations shall only be operated at hours suitable for the consumers. | Time for water kiosk or stand pipe operations |
| | b) | All daily operations of a water kiosk or stand pipe should be clearly recorded in detail in the Water Kiosk or Stand Pipe Operations Book provided in the Schedules of this policy. The book shall be provided by MOWASSCO at a fee. Further, monthly summaries shall be prepared by the agent in the format provided in the Schedules. | Water Kiosk and Stand Pipe Operations Book |
| 21. | | Water operating agents shall take daily meter readings, daily cash collections, bill payment dates and receipts, water outages or poor quality of water and any other incidences that may occur at the time of opening and closure of stand pipe/water kiosk operations and record them in the Water Kiosk and Stand Pipe Operations Book. | Water operating agents to take daily water meter readings |
| 22. | | Water operating agents shall without fail, submit to the Company's Commercial Officers based at its area offices, copies of the water kiosk/standpipe operating books on a monthly basis on the 15 th day of every month in the format provided by the Company as provided in the Schedules of this policy. | Submission of water meter readings |
| 23. | a) | Within seven (7) days from the date of receipt of the bill of the previous month, the water operating agent shall clear the outstanding amount. | Settlement of monthly water bill by agents |
| | b) | Failure to clear the outstanding debt will attract additional deposits as stipulated in the approved tariff, while a three (3) months default of payment of the outstanding balance will render the water account to be terminated and recovery of the outstanding amount shall be from the deposit. | Consequences of failure to clear stand pipe/water kiosk water bill |
| | c) | Should the outstanding amount exceed the deposit, legal measures shall be instituted for full recovery and the concerned water operating agent shall not be considered in future for operation of water kiosks or stand pipes. | |
| 24. | a) | Water operating agents shall ensure that the following basic and mandatory requirements are adhered to at the water kiosk or stand pipe installations: - | Basic requirements for water kiosk or stand pipe operations |
| | | (i) Ensure that the recommended selling price of a twenty (20) litre Jerrican of water is clearly displayed at a reasonable and visible point on the water kiosk or stand pipe installation; | |
| | | (ii) Ensure that the water kiosk or stand pipe is maintained at all times in accordance with the Company standards and with no interference with the pipework; | |
| | | (iii) Ensure the area surrounding a water kiosk or stand pipe is kept in an acceptable hygienic way as provided in the Public Health Act, Laws of Kenya; | |
| | | (iv) The drainage of the stand pipe/water kiosk installation shall comply with the Public Health Act, Cap. 242 Laws of Kenya; | |
| | | (v) Operate the water kiosk or stand pipe in a manner that does not in any way propagate water losses, and inform the Company within one (1) hour in the event a leakage is observed or spotted whether before or after the water meter. | |
| 25. | a) | The company prohibits the transfer of ownership of water kiosks. Notwithstanding the aforementioned, ownership of water kiosks/ standpipes can only be permitted with express consent from MOWASSCO upon submitting the following documents; | Prohibition of transfer of water kiosk or stand pipe |

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- (i) Certified copy of the seller ID
 - (ii) Certified copy of the sale agreement
 - (iii) Certified copy of Death certificate (in case of death)
 - (iv) Proof of cleared outstanding balance
- b) Water operating agents are expected to avail licences as when and required. **Duty to produce water operation licence**
26. a) A water kiosk or stand pipe may be relocated outside the boundaries of the plot to which it was registered subject to the approval by the LICD manager at the expense of the water operating agent upon payment of the alteration fee. **Relocation of water kiosk or stand pipe installations**
27. Any contravention of the provisions of this Part IV may render the water operating agents' authorization terminated without notice. **Termination of water operating agency**

Part V - Metering of Water Kiosks and Stand Pipes

28. a) The Company shall install, and maintain in a good state of repair, a water meter for the water kiosk or stand pipe. Without prejudice to the generality of the foregoing, water meter installation, inspection, testing, calibration, servicing, repairs, and/or replacement shall be the sole responsibility of the Company. **Duty to install a water meter**
- b) An authorized water kiosk or stand pipe shall always have its metering connection installed in accordance with the Company's Standard Operations Procedures (SOPs) and the Company's standard metering terms and conditions, which shall be read together with this policy. **Standards of meter installation of water kiosk or stand pipe installations**
29. a) Where the meter is damaged by the water operating agent or any third party, including but not limited to its customers, the water operating agent shall be responsible for the cost of replacement and incidental costs. **Damage to water meter at installations**
- b) Upon any damage contemplated herein, the water operating agent shall forthwith cease any water selling activity and subsequently make a report to the Company Within twenty four (24) hours of such damage.
30. a) Any interference with the water meter, including breaking of the seal, at the installations by private plumbers and any other unauthorized persons, even after damage contemplated in clause 29, shall constitute a material breach of this policy **Interference with water meters at installation prohibited**
- b) Any person who interferes with water meter, including breaking of the seal, at stand pipe/water kiosk installations commits an offence punishable under section 27 of the Mombasa County Water and sewerage Act (2016), penalties under approved water tariff and all the relevant laws applicable in relation to the offence. **Creation of an offence**

Part VI - Security at Water Kiosk and Stand Pipe Installations

31. a) It shall be the responsibility of the water operating agent to ensure the security of all the Company's fixed and movable assets in their possession and control at all times and shall take responsibility for all and any loss and damage that may occur to the water kiosk or stand pipe installation. **Water operating agents responsible for security of water kiosk and stand pipe installations**



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- b) A water operating agent shall be responsible for watching over the pipeline at least 100 meters before the meter, after the meter, the chambers erected and other appurtenances and deter any vandalism or theft of any part of the installations.

Part VII - Access to Water Kiosk or Stand Pipe Installations

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| <p>32. a) Water operating agents shall, from time to time, ensure and permit the Company's employees, at no cost, such rights of access over the water kiosk or stand pipe installation as is reasonably necessary for the conduct of the Company's business;</p> | <p>Power of entry</p> |
| <p>b) The Company, through its Inspectors, shall have authority to, inspect and monitor the general cleanliness and maintenance of fittings at water kiosk or stand pipe installations including the cleanliness of any water tank serving a water kiosk installation in furtherance of clause 24 of this policy.</p> | <p>Authority to conduct raids at water kiosk or stand pipe installation to inspect</p> |
| <p>c) The Company shall provide distinct identification cards to its employees undertaking any duty as contemplated in this clause.</p> | <p>Company employees to identify themselves</p> |

Part VIII - Term and Termination of Water Operating Agreements

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| <p>33. a) All water operating agents shall fill a Water Kiosk & Stand Pipe application form which is used in selection of water kiosk or stand pipe operators and vetting existing water kiosk operators, and attach all the required documents which shall form the water operating agreement between the Company and a water operating agent.</p> | <p>Water Operating Agreements</p> |
| <p>b) The selected water operating agent shall sign a contract in agreement with the Company to abide by the provisions of relevant laws, regulations and this policy;</p> | <p>Signing of Consent Note</p> |
| <p>c) No water operating contract shall be valid unless it bears signatures of the authorized signatory on behalf of the Company and the water operating agent.</p> | <p>Invalid water operating agreements</p> |
| <p>d) The commencement date of the contract shall be the day, the Company authorizes a water operating agent to proceed with water selling activities at a stand pipe/water kiosk signified by the date upon which the authorized signatory on behalf of the Company appends his signature on a water Operating agreement in approval.</p> | <p>Commencement date of water operating agreements</p> |
| <p>34. Water operating contracts shall be valid from the commencement date and shall continue in full force and effect for a period not exceeding one (1) year, unless earlier terminated pursuant to the provisions contained in this policy</p> | <p>Duration of water operating agreements</p> |
| <p>35. Upon the expiration of the first term of operation upon coming into effect of this policy, the operating license shall be renewable yearly at the option of the Company and shall attract an administration fee of KES 500 which shall be reviewed by the Company from time to time, but upon request, in writing, by the respective water operating agent, to be received by the Company, not less than two (2) months before expiry, on the same terms as contained therein or such other terms as shall be set by the Company to apply to the renewal contemplated under this clause. Failure to do so will amount to automatic termination of the operating license by MOWSCCO.</p> | <p>Renewal of water operating licences</p> |

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| 36. | The Company reserves exclusive right to terminate any water operating agreement/license prior to its due expiry date if a water operating agent: -
(i) Commits any breach of any of the provisions of this policy and, in the case of a breach capable of remedy, has failed to remedy the same thirty (30) days after the receipt of a written notice giving full particulars of the breach and requesting that the breach be remedied;
(ii) Ceases, or threatens to cease, to carry on authorized water operating service;
(iii) Engages in any conduct prejudicial to the service generally or does anything which, in the Company's opinion, could be damaging or detrimental to the continued relationship of the parties or otherwise if matters are brought to the attention of the Company which it believes indicate that the water operating agent is not a fit and proper to continue dealing with the authorized water operating services;
(iv) Fails to comply with any of the standards of The Company stated or developed from time to time;
(v) Is an employee of the Company and/or their immediate family member; | Grounds for termination of water operating agreement before expiry |
| 37. | For the purposes of clause 36 above, a breach shall be considered capable of remedy if the party in breach can comply with the provision in question in all other respects other than as to the time for performance (provided that time of performance in relation to that obligation is not of the essence). | Breach capable of remedy by water operating agents |
| 38. | The Company's right(s) to terminate a water operating agreement, or license arising under this policy shall be without prejudice to any other right or remedy of either the Company or water operating agent in respect of the breach. | Exclusive right to terminate water operating agreements |
| 39. | For purposes of enforcing provisions of this Part VIII the provisions of offences relating to conduct of employees of the Company and general offences in the Mombasa County Water and Sewerage Services Act shall be applicable in their entirety. | Application of Part VI and Part VII of the Mombasa County Water and Sewerage Services Act |

EVALUATION REQUIREMENTS FOR EXISTING WATER KIOSK AND STAND PIPE ACCOUNTS

- | | | |
|-----|--|---|
| 40. | The Stand Pipe/Water Kiosk Team shall evaluate the water kiosk accounts existing in the Company's database (commonly starting with a prefix "K") under the criterion enumerated in clause 11. Those water kiosk accounts existing in the Company's database and have been adjudged to have attained minimum criterion shall be further vetted where the water kiosk account holder shall: -
i) Clear all outstanding bill on the water kiosk account;
ii) Pay the required water kiosk account deposit fee, if not paid;
iii) Replace the existing last length of pipe at the meter with a three quarter inches ($\frac{3}{4}$ ") or one inch (1") pipe;
iv) Re-install the water meter back above the ground level;
v) Install a lockable meter chamber;
vi) Install a pipe after the meter and a stand pipe to match our water kiosk standard design (the connection pipe after the meter up to the stand pipe should be laid above ground and left exposed for inspection always); | Requirements for vetting existing water kiosk and stand pipe accounts |
|-----|--|---|



Water Kiosks and Stand Pipes Management Policy (2019)

- vii) Replace the existing storage tank with a tank of not more than 5m³, and the storage connection with a Tee connected from the stand pipe to the storage tank;
- viii) Remove the connection to the underground water tank, if any;
- ix) Remove the connection to the domestic water supply, or extra selling point served by the water kiosk meter;
- x) Remove the tapping connection underneath the pipe, if any;
- xi) Remove the hose pipe connected to the tap i.e. (dispense water directly from the tap and not through the hose pipe);
- xii) Paint the required standard displays on the outside of walls of the water kiosk, including the colour code of the self-help group, association, or society the water operating agent shall belong to;
- xiii) Sell water at WASREB recommended price per 20litre Jerrican, or as per the reviewed tariff from time to time by the Regulator;

The Water Kiosk & Stand Pipe Team shall appraise the existing water kiosk and stand pipe accounts before recommending approval using the appraisal criteria Provided in the Schedules.

Appraisal Criteria to evaluate existing water kiosk and stand pipe accounts

SCHEDULES

Schedule A- Water Kiosk and Stand Pipe Application Form and Policy Guidelines

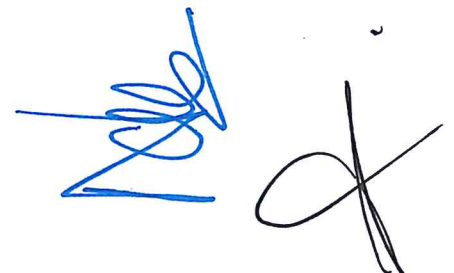
Schedule B- Guidelines on Water kiosk and stand pipe installation

Schedule C- Commercial Operation Guidelines for Water Kiosk and Stand Pipes

Schedule D- Offences in respect to Water Kiosk and Stand Pipes

Schedule E- sale of Other Product and/ or Item alongside water selling operations

Schedule F- Sample Standard Application form for a Water Kiosk or Stand Pipe.

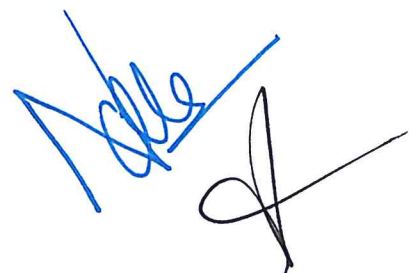


Water Kiosks and Stand Pipes Management Policy (2019)

SCHEDULE A

**WATER KIOSK AND STAND PIPE APPLICATION FORM POLICY
GUIDELINES**

- | | | |
|----|---|---|
| 1. | Water operating agency applicants shall obtain application forms from the Company's Low Income Consumer Services Office. | Where to obtain application forms |
| 2. | The applicant shall attach the following supporting documents, in addition to the documents required in the eligibility criterion, to a duly filled application form:
1. Passport size photographs of the individual, or a group photo clearly identifying the groups officials (who should attach their passport size photographs);
2. Submit proof of ownership such as a copy of the title deed/allotment letter, lease, tenancy agreement or sale agreement of land earmarked for installation of, or exists a stand pipe/water kiosk;
3. Minutes showing a resolution to acquire and operate a stand pipe/water kiosk (for organized groups); | Documents to be provided during submission of application forms |
| 3. | The duly filled and completed application form shall be dropped in the Tender Box at the Managing Director's Office. All applications shall be opened upon expiry of the period required in the advertisement and shall subsequently evaluated by the select committee envisaged in this policy and vetting of existing water kiosks and make appropriate recommendations before forwarding the application form to the Stand Pipe/Water Kiosk Team | Review of application forms by selection committee |
| 4. | The Low Income Consumer Services Manager shall on a monthly basis forward all the duly filled application forms to the Water Kiosk & Stand Pipe Team with a list of those which have met the requirements of this policy and another list of those that have failed to meet the requirements for evaluation and approval. | Evaluation and approval of application forms |
| 5. | On semi-annual basis, the Chairperson of the Water Kiosk & Stand Pipe Team shall present to the Corporate Management Team (CMT) all the evaluated applications with recommendations. He or she will also give a list of all the applicants who did not qualify and the reasons for non-qualification. The CMT shall review and ratify the Water Kiosk & Stand Pipe Team's decision on licensing or disqualification of applicants. | Water Kiosk & Stand Pipe Team to update CMT for ratification |
| 6. | All successful and unsuccessful applicants shall be notified through letters within a period of three (3) months after application submission deadline. The successful applicants shall be required to obtain single business permit from the County Government of Mombasa, Certificate of Good Health from the Public Health Department and thereafter pay the approved deposit fee to MOWASSCO within a period of three (3) months failure to which the offer shall be withdrawn. | Notification of successful and unsuccessful applications |
| 7. | A water operating contract shall be formed upon fulfilment of requirements stated in clause 6 and issuance of a license and a Water Kiosk/Stand Pipe Operations Book. | Formation of water operating contract |



SCHEDULE B

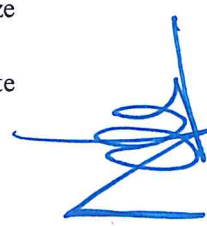
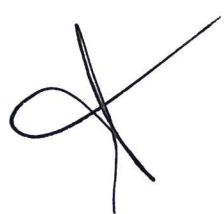
GUIDELINES ON WATER KIOSK AND STAND PIPE INSTALLATIONS

Identification and Location of a Water Kiosk and Stand Pipe

- | | | |
|----|--|--|
| 1. | The water kiosk or stand pipe shall be installed on land where free and non-discriminatory access to stand pipe/water kiosk customers and the Company staff will be guaranteed. | Water Kiosk or Stand Pipe to be accessible |
| 2. | The site should be away from potential sources of contamination i.e. car repair workshops and garages, solid waste disposal sites, car wash areas or pump stations. | Water Kiosks and Stand Pipe to away from possible sources of contamination |
| 3. | A water kiosk or stand pipe shall be located at least 30 meters off from the roads and thus erection of stand pipes, or sitting of water kiosks on a road reserve shall not be allowed. In the event of proven need to erect a stand pipe, or site a water kiosk near a road reserve prior approval should be obtained from the concerned road authorities. KENHA, KURA, KERRA, County Government etc. | Water Kiosks and Stand Pipes to be a distance from road reserves |
| 4. | A water kiosk or stand pipe installation shall have adequate open space around it of not less than three meters (3m) radius or front of it extending not less than three meters (3m) the full width surrounding the stand pipe installation or area of the water kiosk. | Dimensions of area surrounding water kiosk or stand pipe |
| 5. | A water kiosk or a stand pipe shall be located not less than a radius of one hundred and fifty meters (150m) from another. | Distance between water kiosks or stand pipes |
| 6. | No water kiosks or stand pipes shall be allowed in organized estate, CBD and well physically planned areas. | Water kiosks or stand pipes in organized estates |
| 7. | Water operating agents who choose to be members of a self-help group, association and/or society shall have water kiosks or stand pipes operated by them painted on one (1) reasonable and visible part/area/side, the colour code of their respective self-help group, association and/or society as shall be directed by MOWASSCO. | Colour coding of water kiosks or stand pipes by members of associations |

Part II - Material, Structure, Plumbing, Drainage and Finishes (water kiosk or stand pipe)

- | | | |
|----|--|--|
| 1. | (i) The structure should be constructed using masonry block/heavy gauge mild steel plate for walling and reinforced concrete for foundation, ground slab, roof slab (GCI or equivalent as cladding for mild steel plated kiosk), fetching bay, columns and beams; L-section frames for columns and beams for mild steel plated kiosk.
(ii) The door and windows frames shall be made of strong steel to deter vandalism and theft;
(iii) Door and window frame shall be made of square hollow tube size 2.5mmx37mmx25;
(iv) The Door and window Shutter shall be made of gauge 18 metal sheet plate to appropriate size framed in 2.5mmx25mmx25mm square hollow tube; | Structure of different models of water kiosk |
| 2. | (i) Shall be installed in such a way that when they are fully opened they are | |

Water Kiosks and Stand Pipes Management Policy (2019)

- parallel to the frontage wall of the kiosk to prevent obstruction of lift;
- (ii) The windows should be built with a display pocket such that when in open position the display pocket is visible from the outside;
3. (i) For a typical standpipe, the walling should be constructed using masonry stones.
- (ii) The wall shall be made from 200mm thick quarry stones measuring 1.5m by 1.5m in length and the height.
4. (i) Be of less than ten bars (PN 10);
- (ii) All pipes shall be PPR 20mm or 25mm diameters only. Pipes over 25 mm shall not be allowed unless allowed in writing by the Company;
- (iii) All fittings, taps and other accessories shall be galvanized iron unless specified in writing by the Company;
- (iv) The water meter shall be single jet/smart meters of velocity type of size 20mm. Only one (1) water meter per water kiosk shall be installed;
- (v) The water storage tank shall be 5000 litres (5m³). Only one (1) water storage tank per water kiosk shall be installed at least 600mm above the fetching bay. Water storage tanks above 5000 litres shall not be allowed.
5. (i) Be wave drain type to avoid slip and fall to allow easy access in terms of cleaning and maintenance;
- (ii) Constitute a drainage slab which shall extend to soak away pit and drain connected to soak away pit;
- (iii) Constitute a fetching bay to be constructed to cover the entire width of the kiosk/standpipe frontage and divided into three parts. The middle part of the plinth in front of the taps shall be constructed to knee height. The two plinths to the sides of the taps and straddling the middle plinth shall be constructed to waist height to aid lifting of the filled water containers. The edges of the fetching bay plinth should be rounded by 25mm radius to avoid crumbling of the edges;
- (iv) Constitute a soak away pit which shall be at least 600mmx600mmx1000mm internal dimension constructed of masonry walling units and reinforced concrete cover slab. The soak away pit shall be constructed at the edge of the wave drain so as to receive the spillage. The soak away pit shall have reinforced concrete manhole cover to allow cleaning and unblocking and also to prevent accidents.
6. (i) The plaster and render mortar shall have a mix of 1:3 cement to sand finished smooth with a steel float to avoid sandy kiosk;
- (ii) The fetching bay plinth shall be finished smooth with cement neat steel float finish. Plastering should be applied to all internal surfaces. Rendering should be applied to all, columns, beams, roof slab. Other surfaces of the walling shall be keyed on the horizontal joints only while vertical joints shall be flashed of smooth;

Windows of a water kiosk

Plumbing material

Drainage at water kiosk installations

Standard water kiosk finish

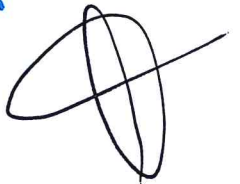
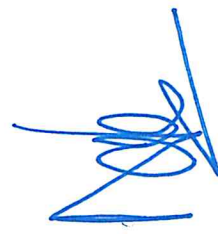


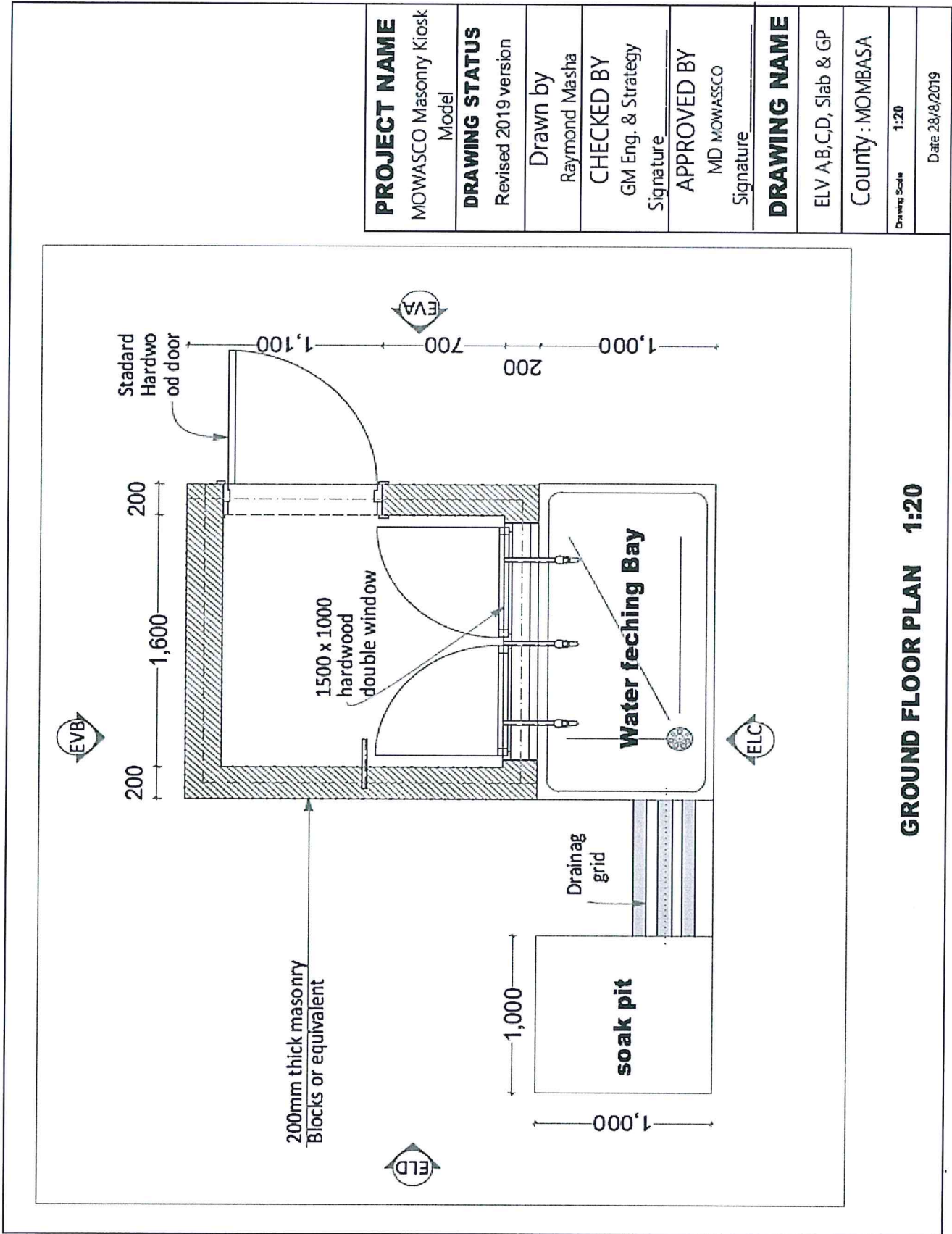
Water Kiosks and Stand Pipes Management Policy (2019)

- (iii) The floor finish shall be made of 32mm screed mortar mix 1:3 cement to sand and finished off smooth;
- (iv) All painting colour shall match the white and blue corporate colours. Internal paint shall be white emulsion paint to all wall and ceiling surface. All doors and window shall be Bermuda blue gloss exterior permaplast paint. and white emulsion permaplast exterior paint;
- (v) The display shall be clearly and neatly marked on the front walling. The displaytext shall include pricing, operation hours, Company, donor, county government and other partners name and logo. The words “WATER KIOSK”, the account number among other detail shall also form part ofthe display;
- (vi) A maximum of three (3) taps should be installed and should be of good quality to withstand rugged use. i.e. Pegler type or equivalent;
- (vii) The water kiosk should be equipped with three strong timber shelves made of 20mm x 450mm good quality hardwood timber. This will enable the water kiosk operator to sell non-prohibited items and have a safe and dry place to store them;
- (viii) Internal pipes and meter plumbing should be installed on the surface as per the engineer’s specification to enable inspection from time to time

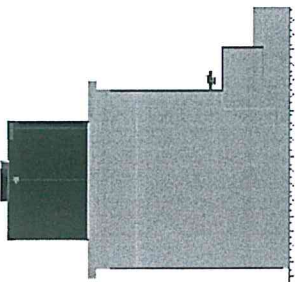
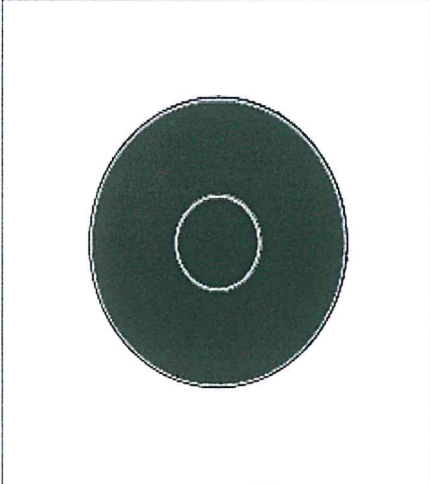
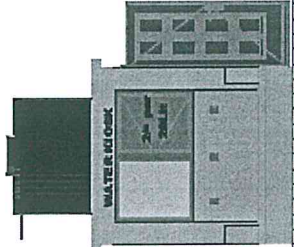
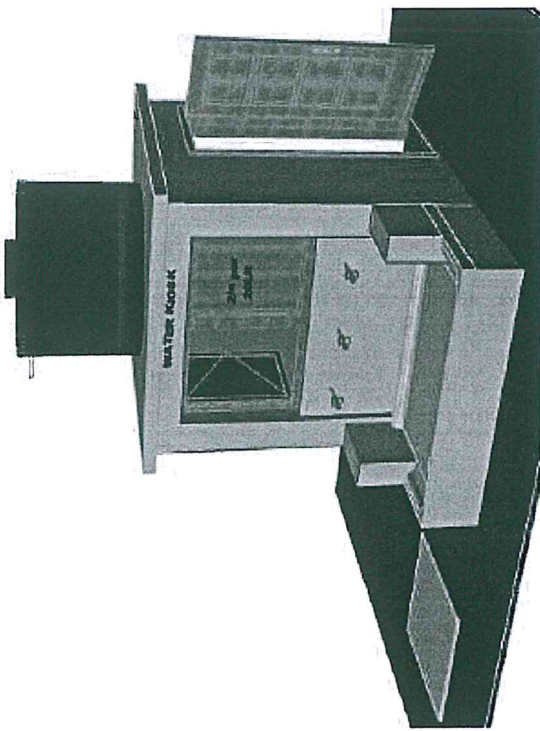
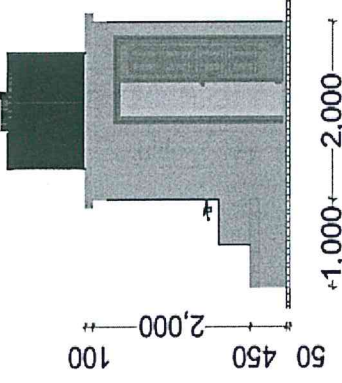
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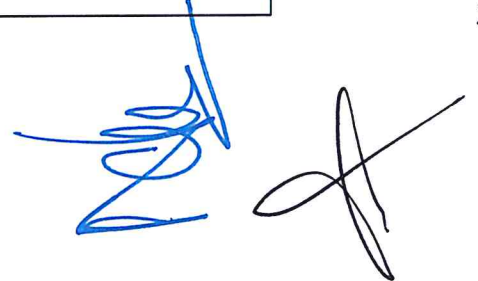
- i. A set of drawings and bill of quantities (BoQ) for the recommended water kiosk and standpipe structures are as outlined in schedule G. Further clarifications on the same if needed can be sought from MOWASSCO’s Engineering Department.

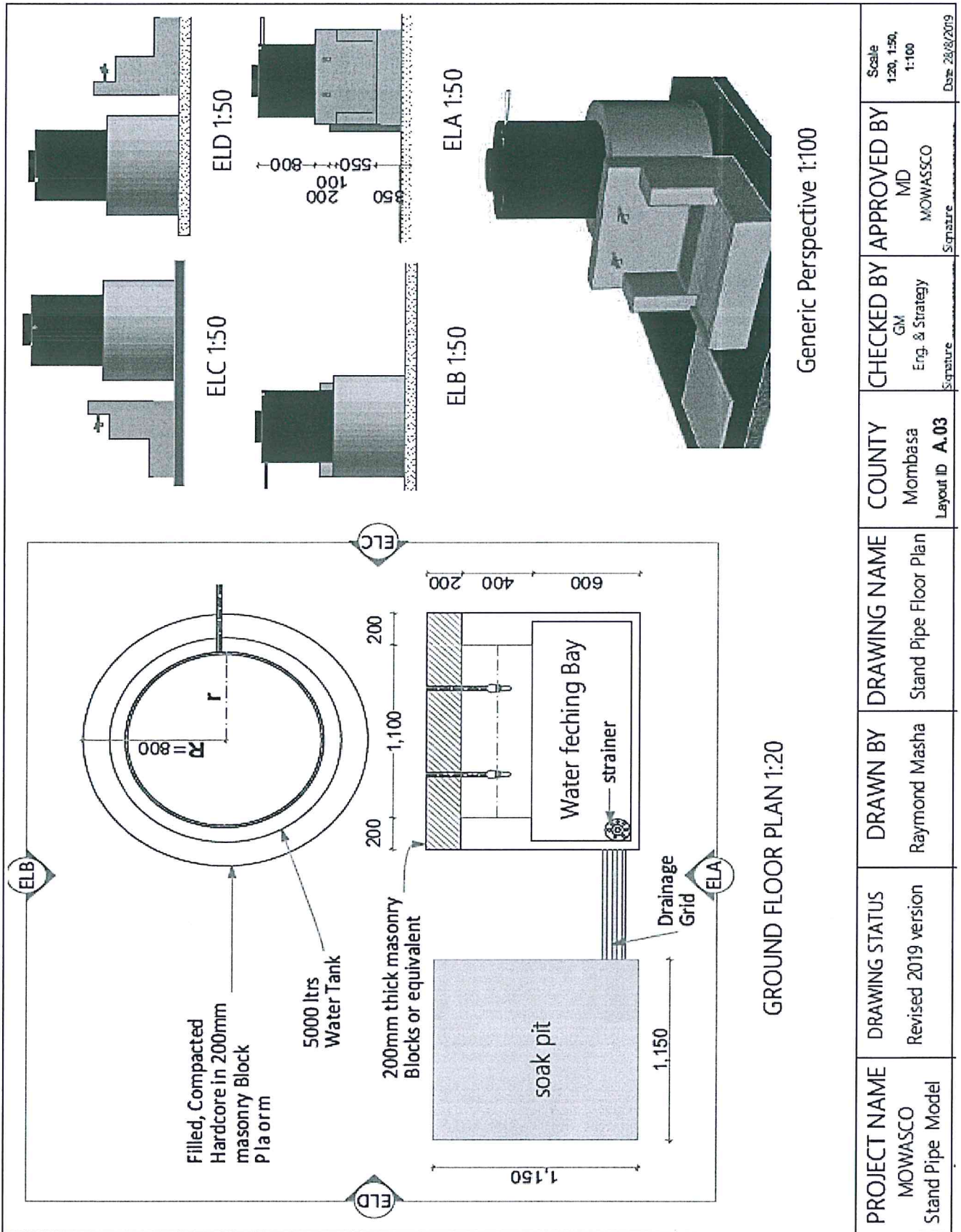




GROUND FLOOR PLAN 1:20

 <p>EVD 1:50</p>	<p>PROJECT NAME MOWASCO Masonry Kiosk Model</p> <p>DRAWING STATUS Revised 2019 version</p> <p>DRAWN BY Raymond Masha</p> <p>CHECKED BY GM Eng. & Strategy Signature</p> <p>APPROVED BY MD MOWASCO Signature</p> <p>DRAWING NAME ELV A,B,C,D, Slab & GP</p> <p>County : MOMBASA</p> <p>Drawing Scale 1:100, 1:20, 1:50</p> <p>Date 28/8/2019</p>
 <p>Roof Slab 1:20</p>	 <p>EVC 1:50</p>
 <p>Generic Perspective 1:100</p>	 <p>EVA 1:50</p> <p>EV B 1:50</p> <p>EV C 1:50</p>



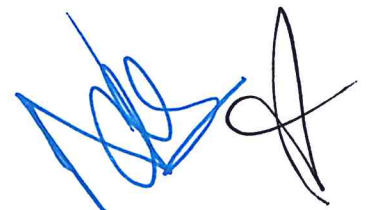


PROJECT NAME MOWASCO Stand Pipe Model	DRAWING STATUS Revised 2019 version	DRAWN BY Raymond Masha	DRAWING NAME Stand Pipe Floor Plan	COUNTY Mombasa Layout ID A.03	CHECKED BY GM Eng. & Strategy Signature	APPROVED BY MD MOWASCO Signature	Scale 1:20, 1:50, 1:100 Date: 28/8/2019
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	<p>EVD 1:50</p>	<table border="1"> <tr> <td>PROJECT NAME</td> <td>MOWASCO Masonry Kiosk Model</td> </tr> <tr> <td>DRAWING STATUS</td> <td>Revised 2019 version</td> </tr> <tr> <td>DRAWN BY</td> <td>Raymond Masha</td> </tr> <tr> <td>CHECKED BY</td> <td>GM Eng. & Strategy Signature</td> </tr> <tr> <td>APPROVED BY</td> <td>MD MOWASCO Signature</td> </tr> <tr> <td>DRAWING NAME</td> <td>ELV A,B,C,D, Slab & GP</td> </tr> <tr> <td>County</td> <td>MOMBASA</td> </tr> <tr> <td>Drawing Scale</td> <td>1:100, 1:20, 1:50</td> </tr> <tr> <td>Date</td> <td>28/8/2019</td> </tr> </table>	PROJECT NAME	MOWASCO Masonry Kiosk Model	DRAWING STATUS	Revised 2019 version	DRAWN BY	Raymond Masha	CHECKED BY	GM Eng. & Strategy Signature	APPROVED BY	MD MOWASCO Signature	DRAWING NAME	ELV A,B,C,D, Slab & GP	County	MOMBASA	Drawing Scale	1:100, 1:20, 1:50	Date	28/8/2019
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	<p>EVA 1:50</p>		<p>EV A 1:50</p>																	

Water Kiosks and Stand Pipes Management Policy (2019)

SCHEDULE OF MATERIALS FOR MOWASSCO TYPICAL KIOSK -SIZE 2000mm X 2000mm					
NO.	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL COST
A	SUB-STRUCTURE & PAVEMENT				
	FILLINGS				
1	1.1 Hardcore	Ton	3		
	1.2 Quarry dust/ Murram	Ton	3		
	1.3 Damp Proof Membrane (1000 Gauge)	SM	5		
	CONCRETE & MORTAR				
2	2.1 Ballast	Ton	4		
	2.2 Bulding Sand	Ton	3		
	2.3 Ordinary Portland Cement (50kgs bags	No.	7		
	REINFORCEMENT STEEL (12M LENGTHS)				
3	3.1 D12 (in Columns)	No.	6		
	3.2 D10 (in strip Foundations)	No.	5		
	3.3 D8 (in columns)	No.	2		
	3.4 BRC A142 (in floor Slab)	SM	4		
	3.5 50x50x3 mm thick angle sections (per 6metres)	No.	2		
	3.6 Binding Wire	Kg	3		
	SAWN FORMWORK				
4	4.1 150X25mm (in columns & floor slab edges	LM	16		
	4.2 50mm diameter props (in columns)	No.	10		
	SUB-WALL				
5	5.1 200mm thick masonry Blocks or equivalent	No.	86		
B	SUPERSTRUCTURE				
	Super -Wall				
1	1.1 200 mm wide under wall dpc	LM	8		
	1.2 200mm thick masonry or equivalent	SM	256		
	1.3 HOOP Iron	Kg	6		
	1.4 Ordinary Portland Cement	No.	7		
	REINFORCEMENT STEEL (COLUMNS, BEAMS & ROOF SLAB)				
2	2.1 D12	No.	5		
	2.5 D8	No.	7		
	2.4 Bending Wire	Kg	3		
3	SAWN FORMWORK (Columns, Beams & Slabs)				



Water Kiosks and Stand Pipes Management Policy (2019)

3.1 150X25mm (in columns & floor slab edges)	LM	100
3.2 50mm diameter props (in columns)	No.	10

SCHEDULE OF MATERIALS FOR TYPICAL KIOSK -SIZE 2000mm X 2000mm					
NO.	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL COST
	CONCRETE (COLUMNS, BEAMS & SLAB)				
4	4.1 Ordinary Portland Cement	No.	6		
	4.2 Bulding Sand	Ton	1		
	4.3 Ballast	Ton	1.5		
	DOORS, WINDOW & SHELVES				
5	5.1 Door to detail	No.	1		
	5.2 Window to detail	No.	1		
	5.3 Shelves to detail	No.	2		
	5.4 Allow 5 Ltrs for wood preservatives	No.	1		
	PLASTER, SCREED & KEYING				
6	6.1 Ordinary Portland Cement	No	4		
	6.2 Building Sand	Ton	3		
	PAINTING (INSIDE WALLS, DOORS, WINDOWS etc.)				
7	7.1 Assorted materials to prepare surface & brushes	Sum	1		
	7.2 Undercoat paint	Lit	5		
	7.3 Emulsion paint	Lit	5		
	PLUMBING (PPR or GI)				
	8.1 DN 32mm GI Pipe Class B (6M Lengths)	No	2		
	8.2 DN 32mm Gate Valve (Peglar)	No	2		
	8.3 DN 32mm Cold Water Meter (Single Jet) To be provided by MOWASSCO	No	1		
	8.4 DN 32mm Hevy Duty Bip Tap (Peglar)	No	3		
	8.5 DN 32mm Non-Return Valve	No	1		
8	8.6 DN 32mm GI Union	No	3		
	8.7 DN 32mm GI Nipple	No	11		
	8.8 DN 32mm GI Equal Tee	No	5		
	8.9 DN 32mm GI Elbow	No	3		
	8.10 DN 32mm GI Bend	No	4		
	8.11 DN 32mm GI Long Threaded Nipple	No	2		
	8.12 DN 32mm GI Back Nut	No	4		
	8.14 DN 32mm GI Boss White 400g	No	3		
	8.15 DN 32mm GI Thread Seals	No	2		
	STORAGE TANK				
9	9.1 Kentainer Tank ≤ 5000 Litres or Equivalent	No	1		
	9.2 DN 32mm Ball Valve	No	1		



Water Kiosks and Stand Pipes Management Policy (2019)

SCHEDULE OF MATERIALS FOR TYPICAL KIOSK -SIZE 2000mm X 2000mm					
NO.	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL COST
10	SOAK PIT				
	10.1 DN 100mm Heavy gauge PVC Waste Pipe	No	1		
	10.2 Precast Concrete Cover	No	1		
	10.3 Ordinary Portland Cement	No	2		
	10.4 Building Sand	Ton	0.5		
	10.5 Ballast	Ton	0.3		
	10.6 Hardcore	Ton	0.5		
10.7 150mm thick Masonry stone or equivalent	No	64			

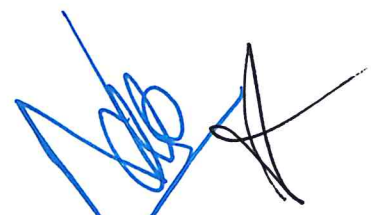
Water Kiosks and Stand Pipes Management Policy (2019)

SCHEDULE OF MATERIALS FOR TYPICAL WATER STAND PIPE -SIZE 1200mm					
NO.	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL COST
A	SUB-STRUCTURE & PAVEMENT				
	FILLINGS				
1	1.1 Hardcore	Ton	1.5		
	1.2 Quarry dust/ Murram	Ton	1.5		
	1.3 Damp Proof Membrane (1000 Gauge)	SM	4		
	CONCRETE & MORTAR				
2	2.1 Ballast	Ton	1		
	2.2 Bulding Sand	Ton	1		
	2.3 Ordinary Portland Cement (50kgs bags	No.	3		
	REINFORCEMENT STEEL (12M LENGTHS)				
3	3.2 D10 (in strip Foundations)	No.	1		
	3.4 BRC A142 (in floor Slab)	SM	3		
	3.5 50x50x3 mm thick angle sections (per 6metres)	No.	2		
	3.6 Binding Wire	Kg	2		
	SAWN FORMWORK				
4	4.1 150X25mm (in columns & floor slab edges	LM	8		
	4.2 50mm diameter props (in columns)	No.	6		
5	SUB-WALL				
	5.1 200mm thick masonry Blocks or equivalent	No.	16		
B	SUPERSTRUCTURE				
	Super -Wall				
1	1.1 200 mm wide under wall dpc	LM	1.2		
	1.2 200mm thick masonry or equivalent	SM	35		
	1.4 Ordinary Portland Cement	No.	1		
	CONCRETE (GROUND SLAB)				
4	4.1 Ordinary Portland Cement	No.	1		
	4.2 Bulding Sand	Ton	1		
	4.3 Ballast	Ton	1.5		

Water Kiosks and Stand Pipes Management Policy (2019)

7	PAINTING (INSIDE WALLS, DOORS, WINDOWS etc.)			
	7.1 Assorted materials to prepare surface & brushes	Sum	1	
	7.2 Undercoat paint	Lit	5	
	7.3 Emulsion paint	Lit	5	

SCHEDULE OF MATERIALS FOR TYPICAL WATER STAND PIPE -SIZE 1200mm					
NO.	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL COST
	PLUMBING (PPR or GI)				
	8.1 DN 32mm GI Pipe Class B (6M Lengths)	No	2		
	8.2 DN 32mm Gate Valve (Peglar)	No	2		
	8.3 DN 32mm Cold Water Meter (Single Jet) To be provided by MOWASSCO	No	1		
	8.4 DN 32mm Hevy Duty Bip Tap (Peglar)	No	3		
	8.5 DN 32mm Non-Return Valve	No	1		
8	8.6 DN 32mm GI Union	No	3		
	8.7 DN 32mm GI Nipple	No	8		
	8.8 DN 32mm GI Equal Tee	No	5		
	8.9 DN 32mm GI Elbow	No	3		
	8.10 DN 32mm GI Bend	No	4		
	8.11 DN 32mm GI Long Threaded Nipple	No	2		
	8.12 DN 32mm GI Back Nut	No	4		
	8.14 DN 32mm GI Boss White 400g	No	3		
	8.15 DN 32mm GI Thread Seals	No	2		
	STORAGE TANK				
9	9.1 Kentainer Tank ≤ 5000 Lit or Equivalent	No	1		
	9.2 DN 32mm Ball Valve	No	1		
	SOAK PIT				
	10.1 DN 100mm Heavy gauge PVC Waste Pipe	No	1		
	10.2 Precast Concrete Cover	No	1		
10	10.3 Ordinary Portland Cement	No	2		
	10.4 Building Sand	Ton	0.5		
	10.5 Ballast	Ton	0.3		
	10.6 Hardcore	Ton	0.5		
	10.7 150mm thick Masonry stone or equivalent	No	64		
A	MASONRY PLATFORM SUBS-STRUCTURE & PAVEMENT				
	FILLINGS				
1	1.1 Hardcore	Ton	2		



Water Kiosks and Stand Pipes Management Policy (2019)

2	1.2 Quarry dust/ Murram	Ton	1	
	1.3 Damp Proof Membrane (1000 Gauge)	SM	3	
	CONCRETE & MORTAR			
	2.1 Ballast	Ton	1	
	2.2 Bulding Sand	Ton	1	
	2.3 Ordinary Portland Cement (50kgs bags	No.	4	

SCHEDULE OF MATERIALS FOR TYPICAL WATER STAND PIPE -SIZE 1200mm					
NO.	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL COST
3	REINFORCEMENT STEEL				
	3.4 BRC A142 (in floor Slab)	SM	3		
	3.6 Binding Wire	Kg	1		
4	SAWN FORMWORK				
	4.1 500mm Wide mild steel plate (in floor slab edges	LM	5.5		
	4.2 50mm diameter props (in columns)	No.	6		
5	SUB-WALL				
	5.1 200mm thick masonry Blocks or equivalent	No.	68		
B 1	SUPERSTRUCTURE				
	Super -Wall				
	1.1 200 mm wide under wall dpc	LM	5		
	1.2 200mm thick masonry blocksor equivalent	No.	80		
	1.4 Ordinary Portland Cement	No.	3		
4	CONCRETE (GROUND SLAB)				
	4.1 Ordinary Portland Cement	No.	1		
	4.2 Bulding Sand	Ton	1		
	4.3 Ballast	Ton	1.5		


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SCHEDULE C

COMMERCIAL OPERATION GUIDELINES FOR WATER KIOSKS AND STAND PIPES

1. These guidelines shall be adhered to ensure effective management of water kiosks and stand pipes.

Purpose of these guidelines


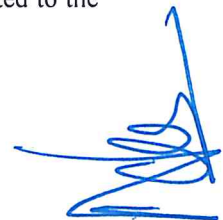


Water Kiosks and Stand Pipes Management Policy (2019)

Guidelines

2. The Company's shall: -
- (i) Ensure strict adherence to this policy and related Company policies i.e. social connection policy, HR policy, etc.;
 - (ii) Ensure strict adherence to routine/scheduled operation and maintenance of the water supply system i.e. water rationing programme, meter servicing, improved awareness, location time, repair time, repair quality and feedback reporting and record keeping of leaks and burst;
 - (iii) Through the implementing department/division ensure meter readers to provide actual billing data per meter reading cycle of water kiosk or stand pipe installations;
 - (iv) Through the Commercial and Business Development Division in conjunction with the Internal Audit, Compliance and Enforcement Department create, document and implement practical, clear and elaborate work process flow that can be monitored and evaluated i.e. time bound, resource sensitive, with realistic targets, and report back mechanism;
 - (v) Through the Commercial and Business Development Division analyse water kiosk or stand pipe meter reading data periodically to ensure correct readings are submitted;
 - (vi) Through the LICs department create and implement flexibility in customer bill payment through "Jisomee Meter" initiative and daily meter reading record keeping by the operator or investing in inefficient and effective prepaid meters;
 - (vii) Through the Engineering Division ensure all water kiosk and stand pipe meters are working efficiently and in case of meter replacement, authorisation shall be from the GM Commercial and Business Development.
 - (viii) Through the Engineering Division ensure the appropriate meter size(s) are installed to correspond to the water consumption capacities of each water kiosk or stand pipe by conducting and documenting a water consumption and meter sizing analysis to eliminate water meter inefficiencies and reduce NRW;
 - (ix) Through the Engineering Division, Compliance and Enforcement Department in conjunction with the County Inspectorate Department undertake random meter inspection and tests;
 - (x) Through the Engineering Division ensure timely servicing and replacements of damaged meters;
 - (xi) All meters shall be safely installed in lockable chambers which must be maintained in good condition. The chambers shall be inspected by MOWASSCO staff periodically.

 - (xii) Through the County Inspectorate Department enhance capacity of Compliance and Enforcement team and devolve to business units;
 - (xiii) Through the Inspectorate Department conduct random spot checks, record keeping and reporting and prepare monthly reports to be submitted to the Water Kiosk & Stand Pipe Team;



Water Kiosks and Stand Pipes Management Policy (2019)

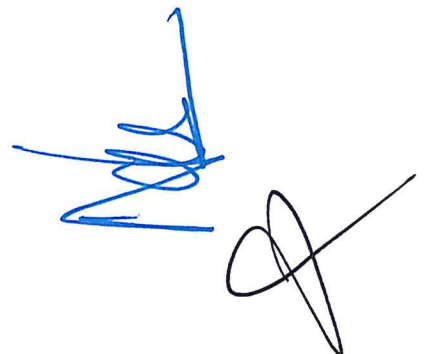
- (xiv) Constitute a Water Kiosk & Stand Pipe Team to implement, undertake the transition of existing water kiosk and stand pipe accounts alongside the implementing department;
- (xv) Through the Water Kiosk & Stand Pipe Team provide quarterly routine inspection of disconnected water kiosk and stand pipe accounts;
- (xvi) Maintain good public relation to foster good attitude;
- (xvii) Enforce strong organizational culture and attitude change in regard to water kiosks and stand pipes initiative;
- (xviii) Ensure water bills are paid promptly;
- (xix) Avoid disconnection of water service at the water kiosks and stand pipe as much as possible unless otherwise compelled by justifiable circumstances only within the ambit of this policy;
- (xv) Every meter before installation be sufficiently sealed to prevent tempering;



SCHEDULE D

OFFENCES IN RESPECT TO WATER KIOSKS AND STAND PIPES

- | | | |
|----|---|---|
| 1. | Save for what is herein provided, Part V, VI and VII of the Mombasa County Water and Sewerage Services Act 2016 shall apply in respect to offences in respect to water kiosks and stand pipes, arrest of offenders, issuance of warrants to enter and search premises where the Company provides water and sewerage services, and trial of suspects thereof as read together with the Criminal Procedure Code Cap 75 in so far as it provides for any matter not provided for in the National Water Act, County Water Act 2016 or related legislations including but not limited to subsidiary legislation or enforcement guidelines gazetted by the Regulator. | Application of the
Criminal
Procedure Code
Cap 75 |
| 2. | Water Kiosks and Stand Pipes installation erected in a specific location shall not be transferable unless expressly approved by the water kiosks and stand pipe team. It shall be an offence punishable under section 27 and 28 of the Mombasa County Water and Sewerage Services Act 2016 in addition to the debarment from operating a water kiosk or stand pipe. | Non-transferability of
Water Kiosks and Stand
Pipes |
| 3. | Any person who tampers with a water meter, or vandalizes and/or tampers with water services connections to a water kiosk or stand pipe shall commit an offence punishable under Part VII of the Mombasa County Water and Sewerage Services Act 2016 | Tampering and
vandalism of water
supply infrastructure |
| 4. | Any person who illegally extends authorized connections to a water kiosk or stand pipe shall be guilty of an offence under Part VII of the Part VII of the Mombasa County Water and Sewerage Services Act 2016. | Extensions of water
vending
connections |
| 5. | Any person who engages or is suspected to be engaging in illegal activities on a water connection to a water kiosk or stand pipe commits an offence punishable under Part VII of the Mombasa County Water and Sewerage Services Act 2016. | Illegal activities on
water
connection |
| 6. | Employees of the Company, or its successor, and/or their immediate family members are not eligible to apply for water kiosk or stand pipe operation licenses. Without prejudice to the generality of the foregoing, any employee of the Company operating a water kiosk or stand pipe at the commencement date of this policy shall in addition to prosecution under Part VI of the Mombasa County Water and Sewerage Services Act, commits gross misconduct against the Company so as to justify summary dismissal under section 44 of the Employment Act (2007). | Employees of the
Company |
| 7. | Any person to whom a water kiosk has been authorized to operate with above ground storage tank shall ensure that the tank does not exceed capacity of 5000 litres. Offenders shall have their water supply disconnected and subsequently debarred from operating water kiosk forthwith | Storage tanks at water
kiosk not to exceed 3m ³ |
| 8. | Any person operating a water kiosk or stand pipe with an underground storage tank commits an offence punishable under Part VII of the Mombasa County Water and Sewerage Services Act 2016. | Underground tanks
prohibited |



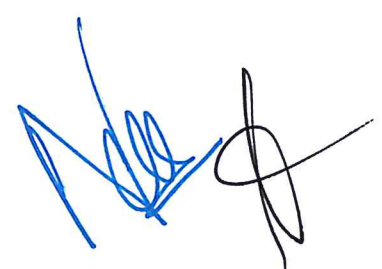
Water Kiosks and Stand Pipes Management Policy (2019)

- | | | |
|-----|---|---|
| 9. | No water kiosk or stand pipe installation shall be installed less than 150m radius from another installation. For the avoidance of doubt, upon discovery of water kiosk or stand pipe installations in close proximity to each other, management shall reserve the right to conduct investigations on the process leading to the authorization water kiosks or stand pipes the subject matter and the offender shall be guilty of an offence under Part VII of the Mombasa County Water and Sewerage Services Act | Proximity of water kiosks or stand pipes and another |
| 10. | Each water kiosk or stand pipe shall be connected to one (1) water meter and it shall be an offence punishable under Part VII of the Mombasa County Water and Sewerage Services Act 2016 to have a water meter serving several water kiosks or stand pipes. | Water meter serving several water kiosks or stand pipes |
| 11. | Any person found pumping water directly from the main service lines commits an offence punishable under Part VII of the Mombasa County Water and Sewerage Services Act 2016. | Pumping directly from Main line |
| 12. | No individual authorized to operate a water kiosk or stand pipe shall operate more than one (1) water kiosk or stand pipe. For the avoidance of doubt, discovery of operation of more than one (1) water kiosk or stand pipe by any single individual or group, management shall reserve the right to conduct investigations on the process leading to the authorization the water kiosk or stand pipe the subject matter and the offender shall be guilty of an offence under Part VII of the Mombasa County Water and Sewerage Services Act 2016. | Bar from operating more than one stand pipe/kiosk each |
| 13. | Any person selling water at a water kiosk or stand pipe installation at a price more than the recommended price shall be disconnected forthwith without notice and subsequently debarred from operating a water kiosk and stand pipe in addition to possible prosecution for obtaining money by false pretences, fraud, or any other criminal act related to stealing as provided for in the Penal Code, Cap 63. | Retail price of water |

SCHEDULE E

SALE OF OTHER PRODUCTS AND/OR ITEMS ALONGSIDE WATER SELLING OPERATIONS

- | | | |
|----|---|--|
| 1. | Shop items may also be sold alongside water selling operations with the approval of the Water Kiosk & Stand Pipe Team but shall exclude toxic, contraband and hazardous items. | Operating a side business other than water selling |
| 2. | For purposes of obtaining approval of the sale of other items alongside conducting water selling operations, a water operating agent shall make a written application to the Water Kiosk & Stand Pipe Team of the Company who shall consider the application and communicate approval or disapproval of such application in writing to the water operating agent. | Water Kiosk & Stand Pipe team to consider applications |



SCHEDULE F

SAMPLE STANDARD APPLICATION FORM FOR A WATER KIOSK OR STAND

PIPE MOMBASA WATER SUPPLY AND SANITATION LIMITED (MOWASSCO)

WATER KIOSK OR STAND PIPE APPLICATION FORM

Part I (a) (To be filled by Individual Applicants)				
Applicant's/Group Details: -	_____	_____	_____	_____
	First Name	Middle Name	Surname	
	_____	_____	_____	
	Business Unit Area	Name & Mobile No. of Area Chief	National ID No. <i>(please attach a copy)</i>	
Part I (b) (To be filled by Group Applicants)				
Association Details: -	_____	_____	_____	
	ASSOCIATION	Registration No. <i>(please attach a copy)</i>	Year of Registration	
	_____	_____	_____	
	Physical Address	Name & Mobile No. of Chairperson	Membership NO	
<p>Have you held any water account with MOWASSCO before? _____ (Yes/N</p> <p>o) If Yes, please indicate the details here below: -</p> 				
<p>Are you applying for water kiosk or stand pipe? _____</p> <p>For new water kiosk or stand pipes, state the distance between the preferred location and the MOWASSCO's service line _____</p> <p>State the preferred area of location of water kiosk or stand pipe (<i>attach a copy of ownership document and consent of the owner</i>)</p>				
Constituency	Ward	Business Unit	Estate/Village	Any other specific

Water Kiosks and Stand Pipes Management Policy (2019)

				details

In the preferred area of location, is there an existing water kiosk or stand pipe structure?_

_____ (Yes/No)

If Yes, please indicate the details here below: -

1. How many customers are approximately served by the structure? _____
2. Approximately, how many 20 litre jerricans are sold per day at the structure? _____
3. What is the distance between the structure and any other water kiosk or stand pipe structure? _____
4. Was the structure constructed by MOWASSCO or by an individual? _____
5. Is the structure on public or private land? _____
6. If private, give the details of the owner _____

Are you a member of any association? _____ (Yes/No)

If Yes, please state the name of the association _____

Please state the membership no. _____

Documents attached (Applicant tick (√) that which is applicable)

<input type="checkbox"/> National ID/Certificate of Registration	<input type="checkbox"/> Proof of land ownership	<input type="checkbox"/> signed resolution by group members	<input type="checkbox"/> Three (3) Passport Photographs	<input type="checkbox"/> PIN Certificate	<input type="checkbox"/> Any other document (specify)
--	--	---	---	--	---

Status of Applicant ((Please attach authenticated documents and tick (√) that which is applicable)

<input type="checkbox"/> Physically Disabled	<input type="checkbox"/> Women Group	<input type="checkbox"/> Youth Group	<input type="checkbox"/> Other
--	--------------------------------------	--------------------------------------	--------------------------------

Remarks, if Other _____

Employment Status/Occupation of Applicant tick (√) that which is applicable	<input type="checkbox"/> Self Employed	<input type="checkbox"/> Employed
---	--	-----------------------------------

If Self Employed, nature of self-employment _____

Contacts, if Self Employed:	_____	_____	_____
	Postal Address	Postal Code	Town

Water Kiosks and Stand Pipes Management Policy (2019)

-	_____	_____	_____
	Mobile Tel. No.	Home Tel. No.	Spouse's Tel. No.
If Employed, name of Employer _____			
Contacts, if Employed: -	_____	_____	_____
	Designation	Postal Address of Employer	Postal Code
	_____	_____	_____
	Town	Work Place Tel. No.	Work Place Mob. Tel. No.

Part II (To be filled by Business Unit Manager/Business Unit Commercial Officer for existing water kiosk operators)													
Average Consumption for the last twelve (12) months													
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total Consumption	Av. Cons.
Payment History for the last twelve (12) months													
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals
Monthly Bill													
Bill Paid													
% Bill Paid													

Part III (To be filled by Business Unit Manager/Business Unit Technical Officer)			
Customer Account and Water Meter Details: -	_____	_____	_____
	(Water Account No.)	(Meter No. on Site)	(Meter No. in Register)
	_____	_____	_____
	(Meter Reading on Site)	(Last Billed Reading)	(Meter Size)
GPRS Coordinates: -	_____		_____
	(East)		(North)

Water Kiosks and Stand Pipes Management Policy (2019)

Meter Condition (tick (√) as applicable)	<input type="checkbox"/> Active Meter	<input type="checkbox"/> Meter Stop	Remarks: _____
Connection Status on Site	Remarks: _____		
Connection Status in Register	Remarks: _____		
Type of Connection on Site (tick (√) as applicable)	<input type="checkbox"/> Stand Pipe	<input type="checkbox"/> Water Kiosk	<input type="checkbox"/> New Application
Type of Connection in Register (tick (√) as applicable)	<input type="checkbox"/> Stand Pipe	<input type="checkbox"/> Water Kiosk	<input type="checkbox"/> New Application
Remarks on Type of Connection: - _____			
Location and Income Level (tick (√) as applicable)	<input type="checkbox"/> Urban Low Income	<input type="checkbox"/> Urban Medium Income	<input type="checkbox"/> Urban High Income

Distance from nearest stand pipe/water kiosk	Remarks: - _____		
Consumer Record			
Details	Yes/No/Other	Remarks	Points
Suspected Tampering / IR Record			

Connection Status			
Details	Yes/No/Other	Remarks	Points
Piping after meter/ stand pipe			
Water Meter at ground level			
Lockable water meter chamber			
Underground Storage			
More than one (1) selling point or kiosks (How many?)			
Tapping underneath pipe			
Pipe Diameter >25mm			
Is off-take connection done correctly			

Water Kiosks and Stand Pipes Management Policy (2019)

Structure of Water Kiosk			
Details	Yes/No/Other	Remarks	Points
Is there a kiosk structure?			
Construction/specification			
Drainage/Well Maintained			
Hygiene (General cleanliness in and out of kiosk and clean discharge point)			
Display of standard notices as specified			
Selling price at Kshs. 2.00 per 20ltr container			

Deposit			
Deposit Fees	Fully Paid/Part Paid/Unpaid	Remarks	Points
Total Points			

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MOMBASA WATER

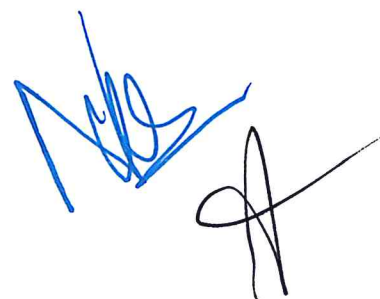


MOMBASA WATER SUPPLY & SANITATION COMPANY LIMITED

MEMORANDUM OF AGREEMENT

WATER KIOSK AND STAND PIPE MANAGEMENT

2019 EDITION



MEMORANDUM OF AGREEMENT

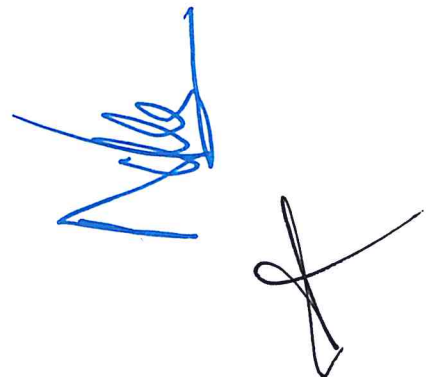
DATED.....20.....

BETWEEN

MOMBASA WATER SUPPLY AND SANITATION COMPANY

AND

MR/MRS.....of ID Number.....on behalf of (NAME OF THE
ASSOCIATION) Of Registration
No.....

The image shows two handwritten signatures. The first is a blue ink signature, appearing to be 'M. M. M.' with a large flourish. The second is a black ink signature, appearing to be 'J. J. J.' with a large flourish.

WATER KIOSK/STAND PIPE ASSOCIATION AGREEMENT

THIS AGREEMENT is made thisday of20.....

BETWEEN:

1. **MOMBASA WATER SUPPLY AND SANITATION COMPANY LTD** of P.O. Box 1100- 80100 Mombasa, with its registered office in Mombasa along Mikindani Street off Nkrumah Road (hereinafter referred as the “Company”)

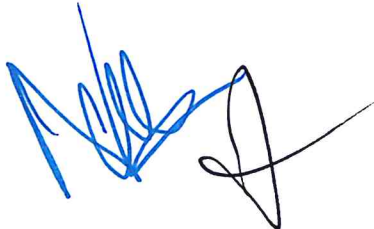
AND

2. Mr./Mrs.....of Association: of P.O. Box and with its registered office atArea of Mombasa County. (Herein referred as the “Association”)

WHEREAS

- A.** The Company is an agent of the County Government of Mombasa in respect to provision of water services for the whole of the service area more particularly described in the Service Provision Agreement (SPA) between the Company and WASREB dated 30th December, 2006.
- B.** The Association is the duly registered body representing water kiosks/standpipes operators within the service area of the Company.
- C.** The company is willing to supply Water in bulk to the Association members subject to the terms and conditions set out here below:

NOW IN CONSIDERATION of the mutual covenants contained herein, it is hereby agreed and recorded as follows;



Water Kiosks and Stand Pipes Management Policy (2019)

1. INTERPRETATION

1.1 In this agreement (unless context indicates otherwise):

- (a) "Agreement" means this water kiosk/Stand pipe Associations' Agreement including all Appendices and exhibit to this agreement and all documents incorporated in the agreement by reference to them in this Agreement
- (b) "Commencement Date" means the date of signing of this Agreement.
- (c) "Regulator" means Water Service Regulatory Board
- (d) "Company" means Mombasa Water Supply & Sanitation Company;
- (e) "Association" means the registered body that water kiosk/standpipe operators are subject to.
- (f) "Maintenance" means those activities which are necessary, using good industry practice to prolong the life of an asset, ensure its reliability, prevent the necessity for repairs, ensure the asset performs the function for which it is intended the preserve the materials from which the asset is constructed.
- (g) "Notice" means any notice in compliance with the terms of this Agreement.
- (h) "Party or Parties" means Mombasa Water Supply and Sanitation Company and Association both singularly and jointly respectively.
- (i) "Water Kiosk/Stand pipe" means a designated public water sales point designed, installed and carried out according to this Agreement.
- (j) "Term" the period starting on the Commencement Date and ending on the Expiry Date unless earlier determined as provided or continuing until determined by either of the parties by the relevant Notice period.

1.2 In this Agreement, unless the context otherwise required any reference to:

- (a) The singular includes reference to a body corporate or the legal entity.
- (b) A person includes reference to a body corporate or other legal entity.
- (c) Any written law includes that law as amended or re-enacted from time to time:
- (d) Any agreement or other document includes that Agreement or other document as Varied or replaced from time to time.

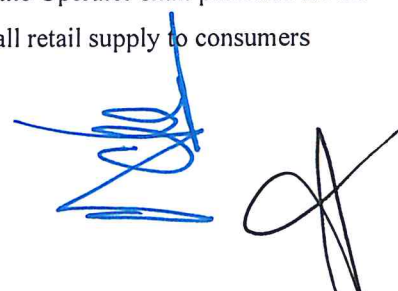
1.3 Clause headings are inserted for convenience only and shall be ignored in construing this Agreement.

1.4 Transition clause from Association to "Operator"

In the ensuing sections, unless the context requires otherwise- "Kiosks Operators" shall be construed to mean individual Kiosk account holders belonging to any Registered Associations having a recognition Agreement with the Company.

2. WATER DISTRIBUTION, QUALITY AND TARIFF

2.1 Save as may otherwise be agreed in writing between the parties, the Operator shall purchase all the Water in Bulk from the Company's water supply network and shall retail supply to consumers




Water Kiosks and Stand Pipes Management Policy (2019)

through Company owned and/or recommended water kiosk pipe/standpipe established in accordance with Company standard metering terms and conditions which also form a part of this Agreement.

- 2.2 The Association and the Company have mutually agreed that the operator shall be paying the Company the bulk water at a rate approved by the regulator and the rate shall be reviewed from time to time through Regular Tariff Adjustment.
- 2.3 The Association and the Company have mutually agreed that the operator shall be retailing water to the area residents and general public strictly at Kshs 2 per 20 litres, or otherwise as shall be stipulated by a water tariff.
- 2.4. The parties agree that the purchase price of the water shall be reviewed periodically as per the prevailing tariff. There will be negotiations for appropriate adjustment of the water selling price subject to the prevailing microeconomic and macroeconomic variables and subject to approval by WASREB.
- 2.5 The Operator shall ensure that water provided for drinking is strictly derived from the Company's main water supply pipeline network. It is an offence to mislead consumers by selling raw or saline water from shallow wells disguised as the Company's potable water; which offence shall be adjudged and punished as an illegal connection to water services as provided for under section 28 of the Mombasa County Water and Sewerage Services Act (2016);
- 2.6 The Association shall ensure cleanliness of the operator's installed plastic reservoir tanks and immediate surrounding areas of the water kiosk/standpipe throughout the year. Random microbiological test shall be carried out periodically using a procedure specified by the Company.
- 2.7 The Association shall ensure all their operators exercise good personal hygiene practices and possess valid certificate of good health from the Public Health Department.
- 2.8 The Operator shall, through communication with the company, control the filling of the water storage tank to ensure efficiency of storage and avoid shortage of supply and spillage. However underground water storage tanks are not allowed and that the above ground water tanks shall not exceed capacity of **Five Thousand (5,000) litres,**
- 2.9 The Operator shall not, at any given time, interfere with the pipe work or install additional reservoir tanks. Notwithstanding the foregoing, the Company may carry out alterations on the pipe work which alterations shall not interfere with the supply to consumers in the operator's neighborhood and at all times, with the written consent of the General Manager Commercial and Business Development or Low Income Consumer Services Manager.

3. WATER KIOSK/STANDPIPE OPERATIONS

- 3.1. The provision of water by the Operator as contemplated in this Agreement shall always be a provision of a service with a financial benefit to both the Company and the Operator and at no time shall this provision of service be construed to be an income- generating business. For purposes of ensuring




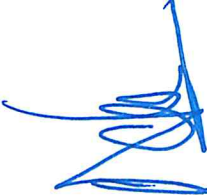
Water Kiosks and Stand Pipes Management Policy (2019)

compliance with the provisions of this clause, the operator shall be at liberty to operate and own a lawful income generating business on the side as he/she provides water to consumers. However products which would ordinarily contaminate water such as but not limited to oils, kerosene and petrol, industrial fuels, pesticide, insecticide etc. shall not be allowed as part of the operators business.

- 3.2 The operator shall ensure that the water kiosk and/or stand pipe is operational at hours suitable for the consumers. Any closure of standpipe should be clearly recorded in detail in the stand pipe Operation Book as part of standard operation procedure within this Agreement;
- 3.3. The Operator shall ensure that the following are adhered to at the water kiosk/stand pipe.
 - a. Clearly advertise the costs of water on the outside of the standpipe reservoir tower or at the top of the water kiosk;
 - b. Maintain the water kiosk/stand pipe and its environs clean, and take good care of the water kiosk/standpipe structure and branding to the best of Operator's ability.
 - c. Operate the water kiosk/stand pipe in a manner that does not in any way propagate water losses.
- 3.4 Water kiosk/stand pipe accounts shall not be transferable from one person to another and shall not be relocated outside the boundaries of the plots to which they were registered without the approval of the General Manager Commercial and Business Development or the Low Income Consumer Services Manager.

4. METERING & BILLING

- 4.1 The Company shall install and maintain in a good state of repair, a water meter for the water kiosk/standpipe:
- 4.2 Where the meter is damaged by the Operator or any of its customers, the Operator and/or the concerned customer shall be responsible for the cost of repair and restoration of the meter as the case may be. Meter installation, inspection, testing, calibration, servicing, repairs, restoration and/or replacement shall be the sole responsibility of the Company. **PROVIDED** that upon any damage contemplated **herein**, the Operator shall make a report to the Company within twenty-four (24) hours of such damage. Any interference with the meter by unauthorized persons, even after such damage, shall constitute a material breach of this Agreement;
- 4.3 The operator shall without fail, submit to their respective Association, copies of all meter readings and all billing and payment on a monthly basis by the 15th day of every month in the format provided by the Company (in accordance to Schedule C of this Agreement) for onward transmission to the Commercial Officers based at the respective Business Units;



Water Kiosks and Stand Pipes Management Policy (2019)

5. SECURITY

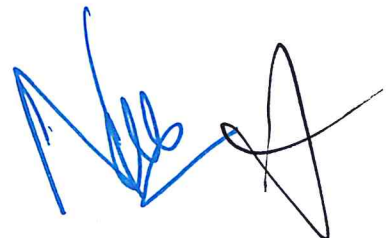
- 5.1 It shall be the responsibility of the water operator to ensure the security of all the Company's fixed and movable assets in their possession and control at all times and shall take responsibility for all and any loss and damage that may occur to the water kiosk or stand pipe installation.;
- 5.2 The water kiosk/standpipe operator shall be responsible for watching over the pipeline at least 100 meters before the meter, after the meter, the chambers erected and other appurtenances and deter any vandalism or theft of any part of the installations:

6. ACCESS

- 6.1 The operator shall from time to time ensure and permit the Company's employees and representatives to enter upon visit, at no cost, such rights of access over the water kiosk/stand pipe site as is reasonably necessary for the conduct of the Company's business;
- 6.2 The Company undertakes to provide distinct identification cards to its employees and representatives undertaking any duty as contemplated in clause 6.1 above;

7. LAYING OF INFRASTRUCTURE AND REPAIRS

- 7.1 The Company may contract an independent contractor to carry our work towards implementation of the projects related to this Agreement. During the six (6) months contract, defects liability period, upon completion of works all replacements brought about by failure of materials and/or equipment, not due to the fault of the Operators, shall be the responsibility of the Contractor. Accordingly all other failures of materials and/or equipment due to the fault of the Operator shall be the sole responsibility of that operator;
- 7.2 After the Contract Defects, Liability period, all major replacements being the result of failure of materials and/or equipment, not due to the fault of the operator, shall be the responsibility of the Company. Major replacements shall include repair of storage tanks (where stand pipes are erected) main supply pipeline and meter.
- 7.3 The operator shall be responsible for repairs and minor replacements of the system caused by normal use/wear and tear of the system after the meter towards the water kiosk/standpipe after the water meter. This includes fittings, exposed and buried pipes and valves associated with the water kiosk/standpipe, all repairs, painting and decorating required to keep reservoir tower and above ground structures in a clean, tidy and non-eroding, nor corroding condition. Any minor replacements shall be in line with the provisions of the Water Kiosk and Standpipe Policy (2016).
- 7.4 The drainage of the stand pipe/water kiosk installation shall comply with the Public Health Act, Cap. 242 Laws of Kenya;
- 7.5 Water operators shall, through communication with the Company, control the filling of the water storage tanks, which shall have a maximum capacity of 5m³, at a water kiosk to ensure sufficiency of storage and




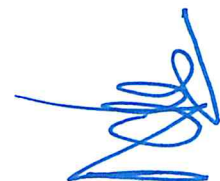
Water Kiosks and Stand Pipes Management Policy (2019)

avoid shortage of supply and spillage.

- 7.6 Water operators agents shall not, at any given time, interfere with the pipe work nor install additional reservoir tanks at water kiosk or stand pipe installations.
- 7.7 Any person interfering with any pipe work before the meter to any water kiosk or stand pipe installation without the authorization of the Company commits an offence punishable under Schedule of Offences herein and, specifically, section 27 of the Mombasa County Water and Sewerage Services Act.

8 TERM AND TERMINATION OF AGREEMENT

- 8.1.1 This Agreement will be valid for one (1) year from the commencement Date and shall continue in full force and effect, unless earlier terminated pursuant to the provision contained in this Agreement.
- 8.1.2 Upon the expiration of the term of this Agreement, this Agreement shall be renewable for a further fixed period of One (1) year at the option of the Company, but upon a request in writing, by the Association to be received by the Company, not less than two (2) months before expiry on the same terms as contained herein or such other terms as the parties shall agree to apply to the renewal contemplated under this clause.
- 8.2 The Company reserves its right to terminate this Agreement prior to its due expiry date if the any Association member;
- 8.2.1 Commits any breach of any of the provisions of this Agreement and, in the case of a breach capable of remedy, has failed to remedy the same Thirty (30) days after the receipt of a written notice giving full particulars of the breach and requesting it to be remedied;
- 8.2.2 Ceases or threatens to cease, to carry on service;
- 8.2.3 Engages in any conduct prejudicial to the service or does anything which, in the Company's opinion could be damaging or detrimental to the continued relationship of the parties or otherwise if matters are brought to the attention of the Company which believes indicate that a particular operator is not a fit and proper to continue dealing with the services provided.
- 8.2.4 Fails to comply with any of the standards of the Company stated or attached herein or contained in the Water Kiosk and Stand Pipe Policy (2016), Mombasa County Water and Sewerage Act (2016) and Water Service Regulatory Board guidelines.
- 8.2.5 If a registered member of the Association is a company staff and/or their immediate family members. For purpose of this clause, any attempt by a Company staff to register a proxy as an Operator for purposes of obtaining monetary benefit from the water kiosk/stand pipe, such Company staff shall automatically cease to be an employee of the Company to allow him/her operates the water kiosk/stand pipe.



Water Kiosks and Stand Pipes Management Policy (2019)

8.3 For the purposed of clause 8.3.1 above a breach shall be considered capable of remedy if the party in breach can comply with the provision in question in all other respects other than as to the time for performance (provided that time of performance in relation to that obligation is not the essence)

8.4 The rights to terminate this Agreement arising under this Agreement shall be without prejudice to any other right or remedy of either party in respect of the breach concerned (if any) or any other breach.

9 DISPUTE RESOLUTION

9.1 All disputes or differences should be settled amicably between the contracting parties. If necessary, a dispute or difference between the signatories of the present Contract shall be settled, in accordance with WASREB procedures, by an arbitrator to be appointed by the two (2) parties.

10 VARIATION

10.1 No variations or amendments to this Agreement shall be binding on any party unless and to the extent that the same is recorded in a written document executed by the Parties.

11 SEVERABILITY

11.1 If any of the provisions of this Agreement is found by an arbitrator, court or other competent authority to be void or unenforceable, such provision shall be deemed to be deleted from this Agreement and the remaining provisions of this Agreement shall continue in full force and effect notwithstanding the foregoing, the parties shall thereupon negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the provision so found to be void or unenforceable.

12. MISCELLANEOUS

12.1 This Agreement may be executed in any number of counterparts each in the like form, all of which taken together shall constitute one and the same document and any party may execute this Agreement by signing any one or more of such counterpart.

12.2 The parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realization of the objectives of this Agreement.

12.3 All documents to be furnished or communication to be given or made under this Agreement shall be in the English language or, if in another language, will be accompanied by a translation into English certified by a representation of the relevant party, which translation shall be governing version.

13. GOVERNING AND SUBMISSION TO JURISDICTION

13.1 This Agreement and its performance shall be governed by and construed in all respects in accordance with the Laws of Kenya.



Water Kiosks and Stand Pipes Management Policy (2019)

IN WITNESS WHEREOF this Agreement has been duly executed by and on behalf of the parties hereto as of the day and year first above

SIGNED for and on Behalf of:

**MOMBASA WATER SUPPLY & SANITATION
COMPANY LIMITED**

By the MANAGING DIRECTOR

AUTHORISED Representative of the ASSOCIATION

Name:

Designation:

ID No:

Registration No:

Signature:

In the presence of an Advocate:

Signature:

Handwritten signatures in blue ink, including a large, stylized signature and a smaller signature below it.

MEMORANDUM OF SCHEDULES

1. Schedule A - Association's Data & Registration Details
2. Schedule B - Existing Water & Sanitation

Schedule A: Association's Data Sheet & Registration Details

Conditions	Data
Association's name and address	
Company's address for communication	Mombasa Water Supply & Sanitation Company Ltd P.O. Box 1100-80100, Mombasa +254 412316445/235847
Association's Address for Communication	
Company's Representative	Managing Director
Association's Representative	
Effective date	
Period of Agreement	One (1) Year
Expiry Date	
Copy of Registration Details Attached	

Schedule B: Existing Water and Sanitation Tariff

- Water will be sold to the Operator by the Company at the approved tariff by WASREB
- The operator will retail water to the public as per the approved tariff per 20 litre container.

