

# Put logo of County government here

Put Logo of Regulated WSP here as the case may be

#### **AND**

Put logo of SSSP here

Model Service Provision Agreement for Small Scale Service Providers

#### November 2020

# TABLE OF CONTENTS

PRE/	<b>AMBLE</b>		4
PAR	TΑ	General Conditions of the Service Provision Agreement	5
	1	Definitions and Interpretations	5
	2 2.1	General Provisions 6	6
	2.2	General Rights and Obligations7	
	2.3	Separate Liability7	
	2.4	Commencement and Duration7	
WAS	SREB G	uidance	8
4	Scop	e of Services	8
	4.1	Service Area	8
	4.2	Services	8
	4.3	Maintenance	8
5	Tariffs	S	8
	5.1	Customer Tariffs	8
	5.2	Tariff Revenues	9
6	Asset	Maintenance, Management and Development	9
7	Customer Management		
	7.1	Customer Contract	.10
	7.2	Billing and Customer Payments	.10
	7.3	Customer Satisfaction	.10
	7.4	Complaints	.10
8	Planning, Reporting and Record Keeping		
	8.1	Business Plan	.10
	8.2	Small Scale Service Provider Profile	.10
	8.3	Reports to be Prepared by the SSSP	.10
	8.4	Record Keeping	.11
9	Ame	ndment of SPA	.11
10	Dispu	rte Resolution	.11
11	Termi	ination by the County/Regulated WSP for Cause	.11
12	Trans	parency	.12
	12.1	Interpretation	.12
	12.2	Communications	.12
	12.3	Parties' Representatives	.13
13	Sche	dules	15

Schedule A: SPA Data Sheet	16
Part A - SPA Data	16
Part B: SSSP general data sheet:	16
Part C: Scheme summary sheet: This shall include brief details of the scheme e.g. source, population, facilities, area covered and capacity of works.	17
Part D: Performance summary sheet: This shall include brief details of the Scheme Performance e.g.: (annual figures)	17
Schedule B: Service area of SSSP (map and description)	19
Schedule C: Business Plan	20
Schedule D: Minimum Service Levels	21
Schedule E: Approved Tariff	24
Schedule F: Asset Register	24
Schedule G: Water SSSP Profile	24

# 

#### WHEREAS:

- 1. Whereas under the Constitution of Kenya 2010 provision of water services is a devolved function to be provided by the county government through entities which meet the criteria set in national standards under the Water Act 2016
- The area of jurisdiction covers the geographical area within which the SSSP community resides and where it has been providing and continues to provide water services.
- 4. The County in compliance with the law has facilitated the Operationalization of the SSSP which has had its assets developed by ................................. donor / county/ national government funding
- 5. The SSSP is desirous of being appointed by the county government as a water service provider in the county and to be contracted by the County/Regulated WSP to act as a Provider on behalf of the County/Regulated WSP and to provide services in accordance with these principles embodied in the Water Act 2016.
  - a) Consumer protection by providing water services according to set standards.
  - b) Continuation of the ownership of such facilities by the SSSP.
  - c) Encouraging the separation of asset ownership and provision of services in these SSSP by the owners employing professional management for operations and maintenance in compliance with Water Act 2016.
  - d) Maintenance by the SSSP of proper accounts and records relating to provisions of water services according to guidelines and orders issued by WASREB.

- e) Adoption of management improvement programmes recommended by the County/Regulated WSP and the regulator in service provision and in the maintenance of facilities including management of demand and provision of resources for system renewal.
- f) Adopting terms and conditions advised by the County/Regulated WSP of undertaking additional infrastructural investment in line with the prioritised investment needs of the service area in which the SSSP operates.
- g) Reporting to the County/Regulated WSP and regulator to ensure that consumers are protected and appropriate data on water access levels are maintained.
- 6. The SSSP is a legally registered entity and its constitution complies with the Corporate Governance Guideline with appropriate modifications to suit its circumstances.

#### NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

#### PART A General Conditions of the Service Provision Agreement

#### 1 Definitions and Interpretations

- 1. In the SPA, the following words and expressions shall have the meanings stated below, unless otherwise required by the context:
  - a) "Access" means the right to at least a basic level of service at prices specified herein.
  - b) "Annual Report" means the report the Provider is required to prepare under sub article 8.3.2
  - c) "Business Plan" means the document which defines the operations of the Provider and includes tariff schedules, investment plans, management and governance structures, and strategies to achieve performance targets including the projected cash flows and the sources of finance for any new Facilities. It is developed as per WASREB business planning guidelines
  - d) "Board" means the person named as the Board in the SPA Data Sheet and the legal successors in title to this person; This entity shall provide services in this agreement during the transition period.
  - e) "County" means the devolved level of government which has the mandate as per the constitution to provide water services and has chosen to appoint the provider as one of its units to provide services.
  - f) "Contingency Fund" means a separate fund maintained by the Provider to be used for purposes of financing expenses related to provision of water services by the Provider
  - g) "Customer" means a person other than the Board or the Provider who receives Services from the Provider
  - h) "Customer Contract" means a contract between the Provider and a Customer which governs the supply of services to that customer, payment by the customer to the provider, and other terms of the arrangement
  - i) "Day" means a calendar day and "year" means 365 days.
  - i) "Default" means a failure by a Party to perform its obligations under the SPA.

- k) "Dispute Resolution Process" means the process for resolving disputes between the Parties set out in article 10
- I) "Effective Date" has the meaning given in sub article 2.4.1, and is noted in the SPA Data Sheet
- m) "Expiration Date" shall be the date specified in the SPA Data Sheet
- n) "Facilities" means the infrastructure assets the Provider uses to provide the Services
- o) "Government" means the Government of Kenya
- p) "Laws" means all national (or county) legislation, statutes, ordinances and other laws, and regulations and by-laws of any legally constituted public authority in Kenya
- q) "Operations and Maintenance (O&M) Plan" means the document detailing the staffing, investment and monitoring arrangements in place or planned to ensure that the Provider meets performance targets specified in the Agreement. Any details of contingency funds for maintenance and rehabilitation are included in the O&M plan
- r) "Party" means the Board or the Provider, as the context requires
- s) "Potential Customer" means a person other than the Board or the Provider or a Customer, located in the Service Area, who wishes to receive Services from the Provider
- t) "Provider" water service provider named as Provider in the SPA Data Sheet and the legal successors in title to this person
- u) "Provider's Representative" means the person appointed by the Provider under sub article12.3
- v) "Revenue Account" means the account maintained by the operator where all revenue of water service sales is banked and the outflows are as per WASREB standards"
- w) "Revenue requirement" means the amount of revenue needed to meet full costs of the Provider including operations costs, maintenance costs, rehabilitation costs, capital development costs, financing costs, regulatory levies, profit margins, and other similar costs
- x) "Schedules" means the document(s) entitled schedules referred to in this SPA
- y) "Service Area" means that area in which the Provider is to provide the Services, as required by article 4.1 and specified in Appendix A.
- z) "Services" means the services to be provided by the Provider under the SPA, as defined in article 4.2.
- aa) "SPA" means the Service Provision Agreement, which comprises the General Conditions, the SPA Data Sheet, the Particular Conditions, and the Schedules
- bb) "SPA Data Sheet" means the pages entitled SPA Data Sheet
- cc) "Tariffs" means the charges levied on the consumption of water services (volumetric rate, per livestock rate, monthly flat rate, etc) as well as for access to a water system (such as membership fees and connection fees) approved by the Regulatory Board
- dd) "Transition Period" means the period provided by the Water Act 2016
- ee) "WASREB" means the Water Services Regulatory Board established by the Water Act (2016)

#### 2 General Provisions

#### 2.1 Compliance with Laws

- 1. Each Party shall, in performing the SPA, comply with applicable Laws and Guidelines in the sector.
- 2. The SSSP shall give all notices, pay all taxes, duties and fees, and obtain all permits, licenses and approvals, as required by the Laws in relation to the execution and completion of the Services

#### 2.2 General Rights and Obligations

#### 2.2.1 Rights and Obligations of the Provider

- 1. The SSSP shall be responsible for providing access to water services to all residents within its demarcated area of supply who demand water service
- 2. The SSSP shall have the right to collect approved tariffs from users accessing the services it provides
- 3. The SSSP shall bank all such revenues in a ringfenced account under the supervision of the County/Regulated WSP
- 4. The SSSP shall not assign this Agreement without the prior written consent of the County/Regulated WSP
- 5. The SSSP may, following due notice to and approval of the County/Regulated WSP contract out services including management, administration and repair and maintenance to independent contractors but the SSSP shall remain responsible to the County/Regulated WSP for the provision of water services of the standard herein stipulated
- 6. The SSSP is obligated to provide access to its facilities and records of its activities to the County/Regulated WSP and to the Regulatory Board and to allow for the ascertainment of compliance with the provisions of this Agreement.

#### 2.2.1 Rights and Obligations of the County/Regulated WSP

- 1. The County/Regulated WSP may provide technical, financial and other support to the SSSP to enable the SSSP meet its obligations under this Agreement, particularly with regard to asset management and development, the obligation to provide water services efficiently and economically to all the residents within its area of supply and to upgrade the services as agreed between the parties.
- 2. The County/Regulated WSP will be obligated to monitor the performance of the SSSP in line with performance targets laid out in this agreement and ensure corrective action is taken.
- 3. In the event of a force majeure type of event (such as riots, floods, earthquake) the County/Regulated WSP will provide the necessary support to ensure continuity of service.

The County/Regulated WSP shall ensure that the SSSP complies with the water service regulations set up by the County/Regulated WSP and the Regulator.

#### 2.3 Separate Liability

This Agreement does not create joint liability of the parties and each party shall be separately liable for its acts of omissions. Each party shall indemnify the other against any losses incurred as a result of the actions of the other.

#### 2.4 Commencement and Duration

#### 2.4.1 Effective Date and Commencement

The SPA will become effective on the date specified as the Effective Date in the SPA Data Sheet.

#### 2.4.1 Duration

Unless terminated earlier in accordance with clause 12, this SPA shall remain in effect until the Expiration Date, which shall be the number of years from the Effective Date specified in the SPA Data Sheet Which is schedule A.

#### 2.4.1 Renewal

The SPA may be renewed with the consent of both parties, subject to written confirmation by both parties of the intent to renew this SPA six months prior to the Expiration Date.

#### 2.4.1 Conditions Precedent

This SPA and all the terms and targets have been approved by WASREB

The SSSP has obtained abstraction rights, where applicable, from the relevant government authority

Confirmation by the SSSP/ County/Regulated WSP that they have exclusive use of the assets required for service delivery

#### **WASREB** Guidance

- 1. The Parties acknowledge that WASREB may from time to time issue guidelines as well as orders providing direction on matters related to the provision of water and wastewater services.
- 2. The Parties agree to comply with such guidelines and to interpret this SPA in such a way as to be consistent with such guidelines where possible, or if this is not possible to amend the SPA to make it consistent with the guidelines
- 3. The Parties agree that WASREB guidelines on tariffs will not adversely affect the SSSP's financial viability

#### 4 Scope of Services

#### 4.1 Service Area

The Service Area is that area described in Schedule B as demarcated by the County/Regulated WSP.

#### 4.2 Services

The SSSPs shall provide the following Services:

- 1. Supply water to meet the needs of people and businesses in the service area, to the best of its ability given the Facilities it has available and in accordance with its Business Plan and Service Obligations set out in Schedule C.
- 2. Such other service requirements as are specified in Schedule D.

#### 4.3 Maintenance

The SSSP shall maintain the Facilities in good working order and shall have an asset maintenance schedule for all the assets in accordance with the relevant WASREB guideline where available

#### 5 Tariffs

#### 5.1 Customer Tariffs

1. The SSSP shall charge the Tariffs as per its Business Plan appended to this Agreement and Business Plan revisions submitted annually. Tariff shall be sufficient

to cover the reasonable cost of providing the Services, maintaining the Facilities and to meet any costs of providing new Facilities including debt servicing costs on outstanding loans taken for this purpose, and where appropriate, the cost of asset renewal and development.

- 2. Regular adjustments to the tariffs in Schedule E will be on the basis of adjustments processes approved by WASREB. The SSSP may request an annual tariff review based on projected annual revenue requirements where the regular adjustment is insufficient to account for major changes in revenue requirements.
- 3. Any surplus shall be placed in a Contingency Fund which shall be used for the purpose of expanding extensions.
- 4. The Tariffs charged shall comply with WASREB Tariff Guidelines for small scale operators.

#### 5.2 Tariff Revenues

- 1. The SSSP shall maintain a dedicated bank revenue account for Tariff Revenues collected from Customer and this revenue shall not be mixed with revenue from other sources.
- The SSSP shall use the Tariff Revenue solely for the purposes of providing the Services, maintaining the Facilities and meeting any debt service obligations on loans taken for providing the Services, but may also use it to finance renewal and development according to expansion of service area as agreed with the County/Regulated WSP.
- 3. From the revenue account the first payments shall be regulatory levy, the licensee administration fee and the SSSP income which shall be adequate to enable the SSSP meet its own annual expenses approved in the annual budget.
- 4. This revenue account shall be operated with the approval and guidance of the County/Regulated WSP as regards priority of outgoings.

#### 6 Asset Maintenance, Management and Development

- 1. The SSSP will, within a period of six months, prepare and submit an inventory and valuation of the Assets which it will use in the provision of water services.
- 2. All significant changes in the value of assets, as defined by any guidelines on asset valuation issued by WASREB, shall be recorded in the inventory of assets.
- 3. Capital investments will adhere to technical guidelines issued by the parent ministry or the regulatory board and will be undertaken only after technical approval by the County/Regulated WSP.
- 4. The SSSP has the obligation to make any debt service and interest payments on loans taken by the SSSP.
- 5. The County/Regulated WSP may provide additional Facilities to the SSSP to allow it to better serve the Service Area. This will be by way of a grant of infrastructure assets which have been constructed and financed by the County/Regulated WSP. If it does the ownership of the facilities provided shall be agreed between the parties based on the percentage contribution of the parties to the cost of development.
- 6. The County/Regulated WSP shall consult with the SSSP in developing additional Facilities, and the SSSP shall cooperate with the County/Regulated WSP in planning and construction of such new Facilities.
- 7. The SSSP may use the assets to secure borrowing for capital investment, as reflected in its business plan, under terms and conditions to be agreed between the SSSP, the County/Regulated WSP and the financing institution.
- 8. The SSSP shall maintain all additional facilities in good working order.

#### 7 Customer Management

#### 7.1 Customer Contract

The SSSP shall enter into a Customer Contract with each Customer

The Customer contracts shall be fair and reasonable and in accordance with WASREB guidelines

#### 7.2 Billing and Customer Payments

The SSSP shall bill the Customers for the Services in accordance with the Tariff, and collect payment from the Customers, in accordance with good utility practices, and any applicable WASREB guidelines.

#### 7.3 Customer Satisfaction

- 1. The SSSP shall carry out a survey of customer satisfaction at least every three years and submit the report to the County/Regulated WSP and WASREB
- 2. In the event that the customer satisfaction survey shows that customers in the SSSP area are not reasonably satisfied, the SSSP will agree with the County/Regulated WSP actions to take to improve customer satisfaction, and each Party will then be obliged to take those actions.

#### 7.4 Complaints

1. The SSSP will make every reasonable effort to resolve complaints from Customers and Potential Customers within its Service Area and will ensure that it complies with WASREB guidelines on this issue and the targets set in schedule D.

#### 8 Planning, Reporting and Record Keeping

#### 8.1 Business Plan

The SSSP shall prepare and annually update a five-year Business Plan, including

- 1. Operation & Maintenance Plan
- 2. Service Plan
- 3. Proposed investments and tariffs

#### 8.2 Small Scale Service Provider Profile

To enable it meet its business plan obligations, the SSSP shall maintain the profile that meets the regulatory County/Regulated WSP criteria as per Legal Notice 137 of 2012 or any successor legislation and the County/Regulated WSP and management profile which meets this criterion is set out in schedule G.

#### 8.3 Reports to be Prepared by the SSSP

- 1. The SSSP shall prepare in each quarter a report which shall be submitted to its board of directors/management committee showing:
  - a) The level of water and sanitation services coverage
  - b) Commercial data on but not limited to number of connections, metering ratio, billed volumes, billed amounts, collected revenues, personnel information
  - c) Financial data on but not limited to incomes and expenditure
  - d) Technical data on water produced and treatment process
  - e) Water quality report in accordance with WASREB guidelines
  - f) Any other relevant information on operations within the quarter

The report shall then be submitted to County/Regulated WSP and WASREB.

- 2. The SSSP shall prepare each year an Annual Report which includes:
- a) Service Obligations which includes a comparison of actual service levels

- compared to planned service levels outlined in schedule D
- b) Budget for the previous year comparing the actual budget to the forecast budget for the next year. The latter shall include forecasts of operating and maintenance costs, debt servicing costs for any outstanding loans, customer numbers, volumes produced, proposed tariffs, and revenues.
- c) Revised Business Plan
- 3. The accounts of the SSSP must be subjected, annually, to an independent financial and technical audit. The results of the audit shall be included in the Annual Report.
  - The Annual Report shall be submitted to the County/Regulated WSP within three months of the end of the year to which it relates. A short summary of the Annual Report will also be made available by the SSSP to its customers by posting it in the premises of the SSSP where it can easily be read.

#### 8.4 Record Keeping

- 1. The SSSP shall keep records of its assets, their condition, its customers, volumes produced and sold, costs and revenues, in accordance with good utility practice, and relevant WASREB Guidelines.
- 2. The SSSP shall allow the County/Regulated WSP access to its records at any time on written notification. The SSSP shall respond to requests for information from the County/Regulated WSP within a reasonable period, to the best of its ability.

#### 9 Amendment of SPA

- The Parties acknowledge that circumstances, objectives and available information will change over the duration of the SPA, due to the implementation of the Water Act 2016; and commit to work together in good faith to amend the SPA where such amendment would better serve the interests of Customers and Potential Customers.
- 2. Either Party may request an amendment. Any amendments to this Agreement must be agreed to between the SSSP and the County/Regulated WSP and subject to approval by WASREB.
- 3. If the Parties cannot agree on an amendment, but one Party nevertheless considers that an amendment is necessary, the matter may be referred to WASREB for determination as a dispute under Clause 10.

#### 10 Dispute Resolution

- 1. If any dispute arises out of or in connection with this SPA, either Party may give notice to the other Party of the same, whereupon the Parties shall meet promptly and in a good faith attempt to reach an amicable settlement through mutual consultation and negotiation between the senior executives of each Party.
- 2. In the event that the Parties do not resolve a dispute within forty-five (45) days of notice of the dispute being given, either Party may refer the dispute to WASREB for determination.
- 3. The Parties will abide by the decision of WASREB on the dispute.

#### 11 Termination by the County/Regulated WSP for Cause

- 1. The Agreement may be terminated by mutual agreement by three months' notice of the intention to terminate or not to renew the Agreement.
- 2. The County/Regulated WSP shall be entitled to terminate the SPA for cause, by giving 15 days' notice, under the following circumstances:
  - a) If the SSSP is in serious and sustained default on its obligations under this SPA

- and does not show willingness to implement measures within an agreed timeframe to achieve compliance
- b) If the SSSP becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events, or
- c) If the SSSP is found to engage in any corrupt or fraudulent Practice under the relevant legislation
- d) If efficiency demands that the operator's area of jurisdiction is taken up by a more cost effective SSSP.
- e) WASREB provides a viability criteria assessment and recommends that the SSSP be merged or clustered with another on consumer interest.
- 3. The County/Regulated WSP's election to terminate the SPA shall not prejudice any other rights of the County/Regulated WSP, under the SPA or otherwise.
- 4. Any intended termination of the Agreement shall take into account the need not to prejudice the ability of the SSSP to discharge outstanding financial obligations, if any, entered into by the SSSP for purposes of enabling it to implement its commitments under the Business Plan.
- 5. Following notice of the intention to terminate or not to renew the Agreement the parties shall enter into negotiations with a view to making appropriate arrangements, for the transfer of asset ownership, to allow the County/Regulated WSP to make alternate arrangements for the provision of water services within the area of supply of the SSSP to ensure continuity of service. The obligation to service outstanding debts will also be transferred with the assets.

#### 12 Transparency

Unless otherwise stated in the SPA Data Sheet, the County/Regulated WSP shall make copies of the SPA available at no charge upon request and by posting it on a suitable website.

#### 12.1 Interpretation

In the SPA, except where the context requires otherwise:

- a) Words indicating one gender include all genders
- b) Words indicating the singular also include the plural and words indicating the plural also include the singular
- c) Provisions including the word "agree", "agreed" or "agreement" require the agreement to be recorded in writing
- d) "Written" or "in writing" means hand-written, type-written, printed or electronically made, and resulting in a permanent record, and
- e) The marginal words and other headings shall not be taken into consideration in the interpretation of these Conditions.

#### 12.2 Communications

Wherever these Conditions provide for the giving or issuing of approvals, certificates, consents, determinations, notices, requests and discharges, these communications shall be:

- a) In writing and delivered by hand (against receipt), sent by mail or courier, or transmitted using any of the agreed systems of electronic transmission as stated in the SPA Data Sheet, and
- b) Delivered, sent or transmitted to the address for the recipient's communications

as stated in the SPA Data Sheet, except that:

- i. if the recipient gives notice of another address, communications shall thereafter be delivered accordingly, and
- ii. if the recipient has not stated otherwise when requesting an approval or consent, it may be sent to the address from which the request was issued.

#### 12.3 Parties' Representatives

- 1. The SSSP's Representative shall be the person so named in the SPA Data Sheet
- 2. The County/Regulated WSP's Representative shall be the person so named in the SPA Data Sheet
- 3. Either Party may change its representative from time to time and shall give notice of the change to the other Party at least one day before it comes into effect.

Signed by	SSSP	Date
Name		
Witness by	SSSP	Date
AND OF THE OTHER PART		
Signed by	Regulated WSP	Date
Name		
Witness by	Regulated WSP	Date
Approv	al Number/Certificate	Number from COUNTY
Signed by (	County Director of Wa	ter Date
Name		
Witness by	Chief Officer Water	Date
Name		

## 13 Schedules

These are an integral part of the SPA



## Schedule A: SPA Data Sheet

### Part A - SPA Data

Conditions	Sub-Clause	Data
County Name and address		
Regulated WSP's name and address		
SSSP's name and address		
County address for communication		
Regulated WSP's address for communication		
SSSP's address for communication		
County Representative		
Regulated WSP's Representative		
SSSP's Representative		
Effective Date		
Period of SPA		
Expiration Date		

# Part B: SSSP general data sheet:

Conditions	Clause	Data
Legal Status		
Registration number		
WRA Permit No.		
NEMA Permit No. (if applicable)		
Authorization by county Ref		
Physical address		
Managed by		
Asset Owner		



Part C: Scheme summary sheet: This shall include brief details of the scheme e.g. source, population, facilities, area covered and capacity of works.

#### <u>Water</u>

S/No	SCHEME	COMPONENT	STATUS
1.	Scheme Name	Intake	
		Treatment	
		Distribution system	
		Storage	
		Population and connection	
		details	

#### Waste water

S/No	Treatment plant	COMPONENT	STATUS
1.	Waste Water	Type of treatment	
	Treatment	Design Capacity (M³/day	
	Plant	Utilization (M³/day)	
		Population and connection	
		details	
		Additional information	

Part D: Performance summary sheet: This shall include brief details of the Scheme Performance e.g.: (annual figures)

Performance indicator	Value
Water Services:	
Population in service area, No	
Population Served, No	
Amount of water produced; M³/year	
Amount of water sold; M³/year	
Amount of water lost, M³/year	
Amount of water lost, % (Non-Revenue Water)	
Amount billed; KShs/year	
Amount collected; KShs/year	
Total O+M cost; KShs/year	
Personnel emolument; KShs/year	
Chemical costs; KShs/year (alum, chlorine, soda ash)	



Performance indicator	Value
Energy costs; KShs/year	
Total number of water connections, No	
Number of water connections with meters, No	
Wastewater Services:	
Population in service area, No	
Population Served, No	
Type of treatment (description)	
Waste water treatment capacity, M <sup>3</sup> /day	
Total no. of sewer connections, no	
Total amount billed, Kshs/year	



# Schedule B: Service area of SSSP (map and description)



Schedule C: Business Plan



## **Schedule D: Minimum Service Levels**

Service Indicator	Benchmarks	Other indicator
SI 1 Coverage of the Service Area - Water  SI b Coverage of the Service Area - Sewerage	Densely populated areas >90% good, acceptable 80-90%, not acceptable <80%  Low density areas >80% good, 70-80% acceptable, <70% for water and sanitation	Increase the percentage of population with adequate drinking water (connected, public distribution network) and sewer services or sanitation (connection and individual installations) by between 3.5-5% annually depending on current coverage.
<b>SI 2</b> Drinking Water Quality and Effluent Quality	Number of test within norm/total number of tests carried out:  >95% good, 90-95% acceptable, <90% unacceptable.	Total number of test carried out/number of tests planned according to guidelines and standards  >95% good, 90-95% acceptable, <90% unacceptable.
\$1 3 Service Hours (water quantity)	Large and medium towns (>100,000 Population) 20-24 h good, 16-20 h acceptable, <16 h unacceptable  Smaller towns >16 h good, 12-16 h acceptable, <12 h unacceptable	Opening hours of public distribution system 12 hours/day, 7days a week.  Pay station and offices 45 h weekly
<b>\$1 4</b> Billing for Services	Number of billed Customers/total number of connections: 100% good, 90 -100% acceptable, <90% unacceptable.  Number of estimated bills	Minimum of one bill per month for all Customers, with minimum of meter read once in 2 months.  Maximum period for payment after bill delivery is 2 weeks.



Service Indicator	Benchmarks	Other indicator
		Increase % of metered connections by at least 10% annually.
		Accounts receivable less than or equal to two (2) months of monthly billing
SI 5 Client Contacts	Response time on billing contacts, written complaint 5 working days.  Response time on demand for meter and meter testing 10 working days.	No. of complaints categorized by type of complaints  Telephone contacts to requested department/contact person<5 minutes
	Response time on paid new connection<3 weeks	
	Waiting time to pay bill and file complaint<15minutes	
\$1 6 Interruption of Water Supply and Blockage of Sewer	% of connected properties subject to an unannounced supply interruption of 20-36 hours from the time the interruption is reported <15%, 36-48 hours <8% and>48hours<3%	
<b>SI 7</b> Pressure in the Network for Water Supply.	<7 litres per minute water flow at connections at <5% of	Minimum pressures at customer faucet: 10m (1bar)
	service area in towns with > 100,000 inhabitants and at <20% with <100,000 inhabitants	Firefighting: 15m (1.5bar) and water flow of 15litres/sec;
	or	Put in place network hydraulic model
SI 8 Unjustified Disconnections		Maximum of 0.2% of total connections in a year in towns >10,000 connections and 0.4% <10,000 connections.  Reconnection fee not paid or refunded where paid



Service Indicator	Benchmarks	Other indicator
\$1 9 Sewer Flooding	Maximum of 0.5% of total connections per year	
SI 10 Quality of Discharged effluent	Daily tests carried out and tests results within the WHO guidelines for effluent	
SI 11 Support to Public Institutions to Curb Wastage and Settle Bills on Time	The action program will be assessed by the type of actions/support the providers offer public institutions for the reduction of wastage, sensitizing to budged the appropriate amount etc. in comparison to the % of unpaid bill of the total amount of outstanding debts.	% of actions carried out from the action program.



Schedule E: Approved Tariff	
Schedule F: Asset Register	
Schedule G: Water SSSP Profile	