

*Water Supply and Sanitation (Emptying, Transportation and Disposal of Faecal
Sludge Services) Rules*

GOVERNMENT NOTICE No. 162 published on 3/7/2026

THE WATER SUPPLY AND SANITATION (EMPTYING, TRANSPORTATION AND DISPOSAL
OF FAECAL SLUDGE SERVICES) RULES, 2026

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THE WATER SUPPLY AND SANITATION ACT,
(CAP. 272)

RULES

(Made under Section 29(1)(m))

THE WATER SUPPLY AND SANITATION (EMPTYING, TRANSPORTATION AND DISPOSAL
OF FAECAL SLUDGE SERVICES) RULES, 2026

PART I
PRELIMINARY PROVISIONS

Citation	1. These Rules may be cited as the Water Supply and Sanitation (Emptying, Transportation and Disposal of Faecal Sludge Services) Rules, 2026.
Application	2. These Rules apply to the regulation of cesspit emptying services within the jurisdiction of a licensee with a view to ensure the safe, efficient, and environmentally compliant emptying, transportation, and disposal of faecal sludge.
Interpretation	3. In these Rules, unless the context otherwise requires-
Cap.414	“Act” means the Water Supply and Sanitation Act; “applicable law” means any written law relevant to the regulation of emptying, transportation, and disposal of faecal sludge services;
Cap. 414	“Authority” has the meaning ascribed to it under the Act; “customer” means a person, household, institution, or entity that receives emptying, transportation, and disposal of faecal sludge services from an operator through the use of a registered cesspit emptying vessel; “disposal site” means a location duly approved by the competent authority for the safe discharge, treatment, or final disposal of faecal sludge collected from on-site sanitation systems in accordance with

- applicable environmental and public health standards;
- “faecal sludge” means raw or partially treated liquid or solid waste collected from on-site sanitation systems, including but not limited to pit latrine, septic tank, and similar facility, which has not been conveyed through a sewerage system;
- “faecal sludge disposal” means the process of safely, legally, and environmentally responsibly disposing of faecal sludge, including its treatment, and final disposal in accordance with applicable laws and standards;
- “inspector” means an officer of the Authority, a licensee, or any other person duly authorised to carry out inspections, monitoring, or enforcement functions under these Rules or any applicable law;
- “licensee service area” means the geographical area specified in the Government Notice establishing the licensee’s authority, within which the licensee is authorized to provide water supply and sanitation services;
- “on-site sanitation system” means a sanitation facility designed to collect, store, or treat human excreta at the location where it is generated, including pit latrines, septic tanks, and composting toilets;
- “operator” means a person or entity that has entered into a trade waste agreement with a licensee to provide emptying, transportation, and disposal of faecal sludge services to customers using a registered cesspit emptying vessel;
- “pollution” means the contamination to the environment including surface water, groundwater, or any water body resulting from the direct or indirect discharge, leakage, spillage, or improper disposal of faecal sludge, wastewater, or other harmful substances associated with emptying, transportation and disposal of faecal sludge services, in a manner that adversely affects human health, aquatic life, or the environment;
- “sanitation” means the provision of appropriate facilities

and services for the collection and disposal of human excreta and waste water;

“tariff” means any charge, fee, price, or rate imposed for the provision of emptying, transportation and disposal of faecal sludge services, as approved and regulated by the Authority;

“trade waste agreement” means an agreement between a licensee and an operator for emptying, transportation and discharge of faecal sludge into a treatment facility or designated disposal sites owned by the licensee;

“treatment facility” means a legally designated site or plant where faecal sludge is received, processed, treated, and disposed of in compliance with applicable environmental, public health, and safety standards;

“waste water” means any liquid waste of non-excremental nature, but does not include storm water.

PART II

TRADE WASTE AGREEMENT

Requirements
for trade waste
agreement

4.-(1) An operator shall not empty, transport, or dispose of faecal sludge within licensed service area unless such operator has entered into a trade waste agreement with a licensee for that purpose.

(2) Without prejudice to subrule (1), every existing operator shall, within six months from the date of commencement of these Rules, enter into a trade waste agreement with the licensee in accordance with the provisions of these rules.

(3) An operator shall, upon payment of application fee, apply to the licensee to enter into a trade waste agreement by filling form No.1 as prescribed in the First Schedule.

(4) Upon receipt of an application under subrule (3), the licensee shall, within seven days, consider the application for eligibility and where the applicant meets the requirements prescribed under these Rules, the licensee shall enter into a trade waste agreement with the applicant.

(5) Where the applicant does not meet the prescribed

requirements, the licensee shall, within seven days from the date of decision, either refer the application back to the applicant for rectification of the anomaly or reject it.

(6) Where the licensee refers back or rejects an application under subrule (5), the licensee shall notify the applicant in writing within seven days from the date of decision, stating reasons for sending back or rejection.

(7) The trade waste agreement entered into under this rule shall be in the form prescribed in the Second Schedule.

(8) Where an applicant is dissatisfied with the decision of the licensee under subrule (5), the applicant may lodge a complaint with the Authority for determination in accordance with applicable procedures.

Operator to be agent of licensee

5.-(1) Upon entering into a trade waste agreement with the licensee under rule 4, an operator shall be deemed to act as an agent of the licensee for the purposes of providing services of emptying, transportation, and disposal of faecal sludge to the treatment plant.

(2) An operator shall, at all times, comply with the conditions contained in the trade waste agreement.

Validity of trade waste agreement

6. The trade waste agreement entered into under rule 4 shall be valid for a period of three years and may be renewed for a similar term upon application by the operator in accordance with the procedures prescribed by the licensee.

Conflicts of interest

7.-(1) An employee of the licensee shall not enter into, or be entitled to enter into, a Trade Waste Agreement with the licensee for the provision of emptying, transportation, and disposal of faecal sludge services within the licensee's service area.

(2) Any instrument or agreement purporting to grant or vest an employee of the licensee a right to enter into trade waste agreement shall be void to the extent that it contravenes subrule (1).

(3) A person who contravenes the provisions of this rule commits an offence and on conviction shall be liable to

a fine of not less than one hundred and fifty thousand shillings or to imprisonment for a term of not less than twelve months or to both.

(4) For the purposes of this rule, “employee” means any person employed as a member of staff or a board member serving within the licensee.

Grounds for
termination of
trade waste
agreement

8.-(1) A licensee may, subject to rule 9, terminate a trade waste agreement with an operator where it is established that-

- (a) the operator disposes of faecal sludge at disposal sites not designated or approved by the licensee;
- (b) the operator charges a tariff exceeding the one approved by the Authority; or
- (c) the operator contravenes these Rules or any other written law relating to performance of its obligations.

(2) A cesspit emptying vessel operating under a trade waste agreement that has been terminated pursuant to this rule shall immediately cease operations.

(3) An operator aggrieved by decision made under this rule may refer the dispute to the Authority for determination within thirty days from the date the decision was communicated.

Procedures for
termination

9.-(1) Where a licensee considers that it is appropriate to terminate a trade waste agreement, the licensee shall issue a written notice specifying such allegations to the operator.

(2) Upon receipt of a notice under subrule (1), an operator shall, within twenty-one days from the date of receipt of notice, be required to show cause as to why the agreement should not be terminated.

(3) Where an operator-

- (a) fails to show cause as required under subrule (2);
- or

(b) adduces insufficient reasons,
the licensee shall terminate the trade waste agreement.

Reinstatement

10.-(1) An operator whose trade waste agreement

has been terminated may, subject to compliance with all applicable requirements and conditions set by the licensee, apply in writing for reinstatement no sooner than sixty days after termination.

(2) Upon receipt of an application for reinstatement, the licensee may within thirty days approve or reject it.

(3) An operator aggrieved by decision of the licensee relating to the rejection, termination, or suspension of a trade waste agreement may lodge an appeal with the Authority within thirty days from the date the decision was communicated to the operator.

Amendment,
transfer, and
assignment of
Trade Waste
Agreement

11.-(1) A trade waste agreement may be amended by mutual consent of the parties, provided that the proposed amendment is submitted in writing to the licensee and complies with the requirements of these Rules.

(2) An operator shall not transfer a trade waste agreement, whether in whole or in part.

(3) For the purposes of this rule “transfer” means the substitution of one party to the Agreement with another, resulting in the discharge of the original party from its obligations and the creation of a new contractual relationship. Any such purported transfer shall be void.

Assignment

12.-(1) An operator may assign its rights and obligations under a trade waste agreement subject to the following requirements:

- (a) that the assignment is made in writing and signed by both the assignor and assignee;
- (b) that an assignee agrees in writing to assume obligations under the existing Trade Waste Agreement
- (c) that a licensee is satisfied that the assignee meets all regulatory, technical, and operational requirements applicable to operators under these Rules; and
- (d) that a licensee is satisfied that the assignment shall not adversely affect the continuity or quality of service.

(2) A licensee shall, upon receipt of an assignment

request, consider it within thirty days and notify the applicant in writing of its decision, including reasons in the case of refusal.

(3) An operator shall, unless the licensee approves the assignment in writing, remain fully liable for the performance of all obligations under the Trade Waste Agreement.

PART III OBLIGATIONS OF A LICENSEE AND OPERATOR

Obligations of a licensee

13.-(1) A licensee shall, at all times, be responsible for ensuring that operators comply with their obligations under these Rules and the applicable trade waste agreement.

(2) Without prejudice to the generality of subrule (1), a licensee shall-

- (a) ensure that operators have a valid and written trade waste agreement with the licensee;
- (b) monitor and enforce compliance with the terms and conditions of the trade waste agreement as prescribed in the Second Schedule;
- (c) involve all registered operators during the development or review of tariffs related to the emptying, transportation, and disposal of faecal sludge services;
- (d) ensure that operators comply with the approved tariff, and that a copy of such tariff is conspicuously displayed at all times on each cesspit emptying vessel;
- (e) prepare and seek approval of standard operating procedures for faecal sludge management services in accordance with the relevant guidelines issued by the Authority;
- (f) ensure that operators strictly adhere to the standard operating procedures referred to in subrule 2 (e);
- (g) ensure that all private designated disposal sites or treatment facilities are identified and monitored through liaising with the respective local government authority;

- (h) ensure that operators are informed of the designated disposal sites and treatment facilities authorized for faecal sludge disposal;
- (i) ensure that all access roads to designated disposal points owned or managed by the licensee are properly maintained;
- (j) permit operators to discharge faecal sludge at any designated disposal point of its choice within the licensee's service area;
- (k) maintain a register of faecal sludge volumes disposed of at treatment facilities or designated disposal sites;
- (l) require an operator to fill in the prescribed discharge form as set out in the Third Schedule for each faecal sludge discharged;
- (m) assign a unique identification number to each registered cesspit emptying vessel;
- (n) ensure that each cesspit emptying vessel clearly displays its assigned identification number and is marked on both sides with the words indicating it is strictly designated for faecal sludge;
- (o) ensure that the actual capacity of each cesspit emptying vessel is clearly and legibly written on both sides of the vessel;
- (p) ensure that the operator's toll-free or customer service number is visibly displayed on both sides of each cesspit emptying vessel;
- (q) ensure that a list of registered operators, including their business address, telephone number, and operational location, is published and kept up to date on the licensee's website, social media platforms, and notice boards;
- (r) require operators to submit operational reports as may be determined by the licensee or requested by the Authority; and
- (s) take enforcement action, including termination of the Trade Waste Agreement, against any operator who violates the provisions of these Rules or the terms of the Trade Waste

Agreement.

(3) Notwithstanding subrule 2(h), the operator may discharge faecal sludge to a treatment facility not owned by the licensee, whether operated by a private or public entity, provided that the facility complies with all regulatory standards and has been approved by the relevant authority.

Obligations of operator

14. An operator shall, at all times during the validity of the trade waste agreement, comply with the following obligations:

- (a) provide cesspit emptying, transportation, and disposal services in a safe, reliable, and timely manner, consistent with the provisions of these Rules and applicable laws;
- (b) ensure that all faecal sludge is safely and lawfully disposed of only at authorized treatment facilities or designated disposal sites approved by the licensee or competent authority;
- (c) fill in the prescribed discharge form, as set out in the Third Schedule for each faecal sludge discharged;
- (d) ensure that faecal sludge is transported in sealed, leak-proof, and secure in vessel so as to prevent any leakage, spillage, or unauthorized discharge during transit;
- (e) charge customers only the tariffs approved by the Authority and ensure that a copy of the approved tariff is clearly displayed at all times in a conspicuous location on each cesspit emptying vessel;
- (f) ensure that each cesspit emptying vessel clearly displays its identification number and is marked on both sides to indicate its strict and exclusive use for faecal sludge;
- (g) ensure that the actual capacity of each cesspit emptying vessel is legibly written on both sides of the vessel;
- (h) provide emptying services within twenty-four hours from the time of receiving a formal

- service request or notification from the customer or the licensee;
- (i) maintain and update a logbook, whether manual or digital, for each vessel, indicating the date, source, type, volume, and collection location of faecal sludge collected;
 - (j) maintain accurate and complete records of all operational, maintenance, and capital investment costs associated with the provision of faecal sludge management services;
 - (k) fully cooperate with inspectors and provide access to all cesspit emptying vessels, facilities, and records relevant to the emptying, transportation, and disposal of faecal sludge;
 - (l) provide with and ensure that employees involved in the handling of faecal sludge, during the execution of their duties, use adequate and appropriate personal protective equipment in accordance with applicable occupational health and safety laws;
 - (m) ensure that employees and laborers involved in the handling of faecal sludge receive appropriate training on occupational health, safety, and hygiene practices, as required by applicable law or directives of the licensee;
 - (n) ensure that each cesspit emptying vessel remains compliant with all technical and operational requirements of the Trade Waste Agreement as outlined in the Second Schedule;
 - (o) submit operational reports or data as may be requested by the licensee or Authority; and
 - (p) comply with all applicable laws, regulations, standards, and guidelines relevant to sanitation, environmental protection, and public health.

PART IV TARIFFS

Tariffs
applicable to
sanitation

15.-(1) A licensee or operator shall not impose, demand, or collect any tariff, fee, charge, or rate for the

services

provision of cesspit emptying or related sanitation services unless such tariff has been approved by the Authority in accordance with applicable regulatory procedures.

(2) A licensee shall, in collaboration with operators, submit proposed tariffs and charges for cesspit emptying, transportation, and disposal services to the Authority for review and approval.

(3) A person who contravenes the provisions of subrule (1) commits an offence and on conviction shall be liable to a fine not exceeding two hundred thousand shillings or imprisonment for a term not exceeding six months or to both.

PART V ENVIRONMENTAL PROTECTION

Compliance
with
environmental
law and
standards

16.-(1) Every licensee and operator shall comply with all applicable environmental laws, regulations, and standards relevant to emptying, transportation, and disposal of faecal sludge services.

(2) Without prejudice to subrule (1), an operator shall-

- (a) maintain cesspit emptying vessels and related equipment to prevent spillage, leakage, or any form of environmental contamination;
- (b) implement all necessary preventive and control measures to avoid pollution of water sources, soil, or air during the provision of services;
- (c) ensure that all personnel are adequately trained in occupational health and safety, emergency response, and proper handling of faecal sludge in accordance with applicable standards.

(3) An operator shall not dispose of faecal sludge in any manner that is likely to cause public nuisance, endanger human health, or adversely impact the environment.

(4) A licensee shall ensure that all designated disposal or treatment facilities within its control operate in

full compliance with environmental, health, and industrial safety standards.

Sanctions for violation of environmental requirements

17.-(1) A person who contravenes the provisions of this Part shall be liable to sanctions, including fines, or any other penalties as prescribed under applicable laws.

(2) The licensee shall enforce sanctions in coordination with relevant environmental and regulatory authorities, including local government authorities, the National Environment Management Council, and public health officers, to ensure compliance with national environmental and public health standards.

(3) In determining the appropriate sanction, the licensee or relevant authority shall consider the nature, gravity, and recurrence of violation, harm caused or risk posed to public health, safety, and the environment, and any mitigating or aggravating circumstances.

(4) Notwithstanding any provision under this Part, sanctions for contraventions shall be applied on a graduated basis as follows:

- (a) minor violations may attract any of the following measures as deemed appropriate by the licensee or relevant authority:
 - (i) written warnings;
 - (ii) corrective directives; or
 - (iii) training or capacity-building measures.
- (b) serious or repeated violations may attract fines or other penalties, applied in coordination with relevant environmental and regulatory authorities, consistent with the principles of safe faecal sludge management.

PART VI COMPLIANCE AND ENFORCEMENT

Inspection of facilities

18.-(1) The Authority or a licensee may, at all reasonable time, inspect any cesspit emptying vessel and associated accessories, documents, or any other related materials with a view to ensuring compliance with the

provisions of the Act or these Rules.

(2) An inspection may in the course of conduct of inspection-

- (a) take samples of any faecal sludge before discharging to the treatment facility;
- (b) make copies or extracts from any books, accounts, records, manifests, or documents relating to the provision of faecal sludge emptying, transportation, and disposal services; and
- (c) inspect vessel used for faecal sludge management services within the licensee service area.

Duties of
inspector

shall- **19.-(1)** During the course of inspection, an inspector

- (a) identify himself or herself to the operator, or customer by presenting a valid identity card issued by the Authority or licensee;
- (b) clearly explain the purpose and scope of the inspection to the operator, or customer;
- (c) conduct the inspection with fairness, objectivity, and integrity;
- (d) refrain from any form of discrimination, bias, harassment, or intimidation;
- (e) disqualify themselves from participating in any inspection where an actual or perceived conflict of interest exists; and
- (f) refrain from using force, abusive, threatening, or insulting language or behavior towards any operator or customer.

(2) An inspector who contravenes the provisions of subrule (1) shall be subject to disciplinary action and sanctions in accordance with the Authority's or licensee's established procedures.

(3) A person aggrieved by any conduct or act of an inspector during inspection may, within fourteen (14) days from the date of the act, submit a written complaint to the Authority or Licensee for investigation and determination.

Prohibited acts
against
inspector

- 20.-(1)** An operator or any other person shall not-
- (a) hinder, obstruct or interfere with the inspector when exercising their lawful powers and duties under these Rules;
 - (b) use abusive, threatening, or insulting language or behavior against any inspector;
 - (c) refuse or fail to comply with any lawful requirement, direction, or notice issued by the Authority or licensee;
 - (d) refuse or fail to answer questions asked by an inspector to the best of their knowledge, information, and belief when lawfully required to do so.

(2) A person who contravenes subrule (1) commits an offence and on conviction shall be liable to a fine of not more than one hundred and fifty thousand shillings or to imprisonment for a term not exceeding six months or to both.

Issuance of
compliance
order

21. Where the Authority is satisfied that a person has committed, is likely to commit, or has otherwise violated any provision of these Rules, it shall issue a compliance order to the person responsible for such contravention.

PART VII GENERAL PROVISIONS

General penalty

22.-(1) A person who contravenes provisions of these Rules for which no specific penalty is prescribed, commits an offence and on conviction shall be liable to a fine of not less than one hundred and fifty thousand Shillings or imprisonment for a term of not less than three months or to both.

(2) Where the person under subrule (1) continues to commit the offence, such person shall, in addition to the penalty under subrule (1), be liable to a fine of not less than fifty thousand shillings for each day during which the contravention continues.

(3) An operator who employs an agent, clerk, servant, or any other person shall be held responsible and

liable for any acts or omissions of such persons in so far as those acts or omissions relate to the provision of emptying, transportation, and disposal of faecal sludge services.

Complaints
handling
procedure

23.-(1) A licensee shall establish, maintain, and implement a complaint handling procedure that is transparent, accessible, and comprehensible to both operators and customers.

(2) An operator or customer who is dissatisfied with the quality, conduct, or delivery of cesspit emptying, transportation, or disposal services provided by the licensee or operator may, within sixty days from the date of the incident, act, or omission giving rise to the complaint, lodge a written complaint with the licensee for determination.

(3) Upon receipt of a complaint, the licensee shall investigate and determine the matter within twenty-one days, and notify the complainant in writing of the outcome, including any remedial action taken, where applicable.

(4) Where an operator or customer is dissatisfied with the determination made by the licensee under subrule (3), the complainant may, within thirty days from the date of the decision, refer the complaint to the Authority for further review and determination in accordance with applicable laws and procedures.

(5) A licensee shall keep and maintain complaints register detailing the nature of each complaint received, the name and contact information of the complainant, date of receipt and resolution, outcome of the determination, and any follow-up action taken.

(6) The records referred to under subrule (5) shall be maintained in an accessible manner and shall be made available for inspection by the Authority upon request.

Right of Appeal

24. A person who is aggrieved by decision of the Authority under these Rules may appeal to the Fair Competition Tribunal within twenty-one days from the date of the decision.

Transitional
provisions

25. A person who is provides emptying, transportation or disposal of faecal sludge services in a

licensed area shall, within six months after coming into force of these rules, take all necessary measures to ensure compliance with the provisions of these Rules.

SCHEDULE

*Water Supply and Sanitation (Emptying, Transportation and Disposal of Faecal
Sludge Services) Rules*

GN. NO.162 (Contd.)

FIRST SCHEDULE

(Made under Rule 4(3))

Form No.1

TRADE WASTE AGREEMENT APPLICATION FORM

The purpose of the request form is (mark with "X" in the applicable box):

- (a) Request to enter into Trade Waste Agreement ☐
(b) Request to extend Trade Waste Agreement ☐

PART I
GENERAL INFORMATION

A: Applicant's Details

Applicant name (s)

Contact address of the applicant

House No:plot No..... street/village.....ward.....

City/municipality/town/township.....

Telephone No.....mobile No.....

Email address..... Web page.....

B: Legal status (mark with "X" in the applicable column)

Individual ☐ Company ☐ Partnership ☐
NGO ☐ Community Based Organisation ☐

C: Cesspit Emptying Vessel Details

Motor vehicle registration No: vessel capacity (m3):

Form No.2

NOTICE OF INTENTION TO STOP THE SERVICE

PART I
DETAILS

I, _____ of P.O. Box _____, do hereby
give notice that I have stopped providing emptying, transportation, and disposal of faecal sludge
services in the area of -----

-----, effective -----day of -----20-----.

*Water Supply and Sanitation (Emptying, Transportation and Disposal of Faecal
Sludge Services) Rules*

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PART II

DOCUMENTS TO BE ATTACHED TO THE APPLICATION FORM

Checklist (Tick as applicable)

1. Cesspit emptying permit issued by local government authority ☐
2. Certified copy of cesspit emptying vessel registration ☐
3. Proof of payment of application fee ☐
4. Proof of volume verification by WMA ☐

PART III

DECLARATION OF THE APPLICANT(S)

I/We (delete where not applicable), the undersigned, do hereby solemnly declare that this application, together with all statements, attachments, and information furnished in connection therewith, is to the best of my/our knowledge and belief, true, correct, and complete in every respect and in all material particulars.

I/We (delete where not applicable) further acknowledge and consent that (insert name of Licensee) is entitled to undertake such inquiries and investigations as it may deem necessary to verify the accuracy and authenticity of the information provided herein, and I/We (delete where not applicable) expressly authorise (insert name of Licensee) to conduct the same.

I/We (delete where not applicable) also expressly authorise my/our personnel and staff to disclose and furnish any additional information as may be lawfully required by (insert name of Licensee) in connection with this application.

Applicant

Witness (Commissioner for Oath)

Full name.....

Full name.....

Title.....

Title.....

Signature.....

Signature and Stamp.....

Date.....

Date.....

PART V

FOR OFFICE USE ONLY

1. I Have the forms been duly filled in and signed by the authorized officer of the applicant?
Yes ☐ No ☐
If no (Provide comments)
.....
2. Has the applicant complied with the Trade Waste Agreement requirements regarding the provision of emptying, transportation, and disposal of faecal sludge services?
Yes ☐ No ☐

Water Supply and Sanitation (Emptying, Transportation and Disposal of Faecal Sludge Services) Rules

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Date Received.....Received
by.....

Application reference No: signature:

Official stamp:

SECOND SCHEDULE

(Made under Rule 4 (7))

Trade Waste Agreement

(Insert a Licensee's Logo)

(Insert name of Licensee) WATER SUPPLY AND SANITATION AUTHORITY

TRADE WASTE AGREEMENT FOR EMPTYING, TRANSPORTATION AND DISPOSAL OF
FAECAL SLUDGE SERVICES

TRADE WASTE AGREEMENT NO.....

A Trade Waste Agreement for Emptying, Transportation and Disposal of Faecal Sludge Services is hereby granted to..... of P.O. Box..... to operate the Cesspit Emptier Vessel with Registration Number..... subject to the conditions provided in the agreement.

This agreement, signed by both the licensee and the operator, shall be valid from thisday of, 20... and shall remain in force for years unless revoked or extended under conditions as provided in the appended Water Supply and Sanitation (Emptying, Transportation and Disposal of Faecal Sludge Services) Rules 2025.

Licensee
For WSSA:
Signature:
Official Stamp:
Date:

Operator
Name of the Operator:
Signature:
Official Stamp:
Date:

The Water Supply and Sanitation Authority (WSSA) is mandated to enter into a Trade Waste Agreement with operator for implementation of faecal sludge emptying, transportation, and disposal services. The operator shall ensure that faecal sludge is safely managed and that all activities comply with technical, environmental, and public health requirements, as per applicable law. This agreement shall remain valid for a period of one year from the date of signing it.

List of Abbreviations

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Interpretation

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1. INFORMATION OF CESSPIT EMPTIER VESSEL

Water Supply and Sanitation (Emptying, Transportation and Disposal of Faecal Sludge Services) Rules

GN. NO.162 (Contd.)

- (a) Trade Waste Agreement identification No:
- (b) Vehicle registration No:
- (c) Volume of vessel (m3):
- (d) Operator official contact number:

2. TERMS AND CONDITIONS

- (a) Quantity and quality of faecal sludge

WSSA shall have full control over the quantity and quality of faecal sludge being disposed of at its treatment facility or designated sites.

- (b) Adherence to the quality of faecal sludge influent

The WSSA may take samples and check the quality compliance of faecal sludge before it is discharged to the treatment facilities.

- (c) Cesspit emptying vessel operational zone

The cesspit emptying vessel is eligible to operate in(write the location). (d) Origin of faecal sludge or wastewater

The Operator shall provide information regarding the nature of faecal sludge by taking into account the activity that generated faecal sludge.

- (e) Operational working hours

The treatment facility or disposal site shall be open days a week, fromto.....

- (f) Cesspit emptying service tariff

The operator shall charge an emptying, transportation, and disposal of faecal sludge services tariff to customers in accordance with the approved tariff. Similarly, the WSSA shall charge a disposal tariff to the operator, as per the approved tariff.

- (g) Capacity building program

The operator shall be required to attend the capacity-building training as and when conducted by the WSSA. (h) Obligations on Safety, Equipment, and Compliance

The Operator shall ensure the proper handling of any faecal sludge in accordance with established procedures, and shall at all times utilise appropriate personal protective equipment (PPE) and designated equipment, including vessel accessories for suction and disposal. The Operator shall further maintain all working equipment in good condition and in conformity with the applicable laws, regulations, and technical standards.

3. MINIMUM OPERATIONAL CONDITIONS

The operator shall fulfil the following minimum operational conditions:

- (a) complying with the emptying and disposal of faecal sludge services tariffs as approved by EWURA; (b) pay a disposal tariff;
- (c) complying with the service quality standards as issued by the EWURA from time to time;
- (d) maintaining records of its services in the format prescribed by the WSSA and submit reports to the WSSA at the intervals it specifies;
- (e) not discharging into the treatment facility any gaseous, liquid, or solid waste containing fat, grease, oil, petroleum spirits, abattoir waste, hospital waste, sand, detritus, mining-related chemicals, or any other similar substances;
- (f) employing not less than two staff members per cesspit emptying vessel and provide all necessary working tools (materials and equipment) to ensure effective service delivery; and
- (g) operating in accordance with applicable laws, standards, and guidelines related to faecal sludge management services.

Water Supply and Sanitation (Emptying, Transportation and Disposal of Faecal Sludge Services) Rules

GN. NO.162 (Contd.)

4. CONDITIONS FOR THE VESSEL

The operator shall have a valid permit from the relevant local government authority after ensuring that a vessel meets the following conditions;

- (a) has a containment mechanism to conceal the contents except during loading and unloading;
- (b) is water and air tight, manufactured to prevent leakage and facilitate thorough cleaning;
- (c) has self-sucking and off-loading mechanisms; and
- (d) has been visibly marked as strictly carrying and transporting faecal sludge.

Any breach of the foregoing conditions shall entitle the non-defaulting party to terminate this trade waste agreement.

This agreement is entered into between the following parties.

Licensee	Operator
For WSSA:	Name of the Operator:
Signature:	Signature:
Official Stamp:	Official Stamp:
Date:	Date:

THIRD SCHEDULE

(Made under Rule 13(2)(l)) and 14(c))

DISCHARGE OF FAECAL SLUDGE FORM

1. Name of operator:
2. Telephone number:
3. Vehicle reg. No:
4. Trade Waste Agreement identification No:
5. Vessel capacity (m3):
6. Faecal sludge collection area: district street house No.....
7. Type of faecal sludge: residential/ commercial/ industrial/ institution

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Sludge Services) Rules*

GN. NO.162 (Contd.)

For Official Use Only:

Received by:

Position:

Signature:

Date:

Dodoma,
25th June, 2026

GERALD MAGANGA
*Director General Energy and
Water Utilities Regulatory Authority*