



Republic of the Philippines
GUIMBA WATER DISTRICT
Guimba, Nueva Ecija

RULES AND REGULATIONS GOVERNING THE OPERATIONS OF THE GUIMBA WATER DISTRICT

The Board of Directors of the Guimba Water District does ordain as follows:

SECTION 1: WORD AND PHRASES. For the purpose of these regulations all words used herein, the present tense shall include the future, all words in the plural number shall include the singular number; and all words in the singular number shall include the plural number, all words in the feminine shall include the masculine gender.

SECTION 2: DEFINITIONS. Whenever in these regulations the following words and phrases set forth in this section are used, they shall, for the purpose of these regulations have the meanings, respectively described to them in this section:

- A. “BOARD” : The Board of Directors and other officers duly designated for specific purposes or authorized to act in their stead.
- B. “DISTRICT” : The Guimba Water District, its Board of Directors, General Manager and other appointed officers and any persons or bodies vested with responsibility and jurisdiction in matters pertinent to said District.
- C. “SERVICE CONNECTION” : The tapping of water main and the laying of pipes from the main to the curb line or outside of the property line immediately after the mainline and setting of the water meter and meter box.
- D. “COST” : Labor, materials, transportation expense, supervision, engineering and all other necessary overhead expenses.

SECTION 3: GENERAL POLICY ON WATER SERVICE

- a. It is declared policy of the District that all water service connections are to be metered and placed outside the fence accessible for the render or for inspection.
- b. That no water is to be delivered without charges except for firefighting purposes only.
- c. For new connections, the materials and labor required for the service connection installation, including the water meter shall expense of the customer.
- d. The District shall maintain the service connections except the meter as prescribed.
- e. The water meter shall be maintained under the following terms and conditions, to wit:
 - 1. In case the water meter is stolen, the customer is obligated to replace it immediately or else the service will be discontinued.

If replacement meter is bought from the District, there is no need of accuracy testing and payment of testing fee P100.00 or more.

2. In case of the meter's accidental damage, the district may undertake the repair work at the expense of the customer, if repairable.
- f. All pipes and fixtures extending from the water meter or lying beyond the customer's meter shall be installed and maintained by the customer.
- g. The furnishing of free water at the general public at public faucets is a function of local government. Any such government may take the application for the installation of such service. All water consumed through a public faucet will charged for at the lowest rate block or as beyond the meter.
- h. The jurisdiction and responsibility of the District shall end at the water meter and the District will in no case be liable for damages beyond the meter.

In case the District files a collection suit to enforce collection of water service due or seek justice and fairness due violations, pilferages, etc. to any court of justice, forum, authority, etc. for administrative or criminal proceedings, payment of fees, charges, recordation, and litigation shall be at the expense of the customer.

SECTION 4: APPLICATION FOR SERVICE. Any person, firm or office interested of having water supply service shall file an accomplished Application for Service form signed by:

- a. Applicant, if he is the property owner.
- b. Applicant and property owner as co-maker if applicant is a tenant.

After field inspection of the premises applied for and the District found out that water supply and pipeline are available or can accommodate such service application and after all necessary fees and charges are paid for by the applicant or his designated agent, a Contract for Water Service shall be executed by and between the applicant and the District General Manager.

District may also require prior to Contract Signing the compulsory attendance of applicant to a briefing on matters affecting the application water service and the rules and regulations being enforced to applicants and customers.

The contract for Water Service establishes among others the following, to wit:

APPLICANT TO:

1. Guarantee payments of all sums to become due for water service rendered in pursuance of said application until written notification to the District to discontinue or transfer such service.
2. Release District from all responsibility and liability that may be caused by water escaping or flowing from any pipe or appurtenances at any point within said premises serve as well as those arising from the service interruptions due to causes beyond District control.
3. Be held responsible for any tampering and damage to water facilities as a result of pilferage or allowing acts in violation of water laws, District rules, regulations, policies and practices, the Provincial Water Utilities Act of 1973 and the Water Crisis Act of 1995.

4. All District representative to visit the premises, house or building for the purpose of reading and/or inspecting water meter, condition of water supply pressures in the taps/outlets/faucets, cross-connection, status and quality of alternative water supply, etc. and to allow District to enforce its rules, regulations, policies and practices including routine disconnection of delinquent accounts and including due acts of pilferage.

GUIMBA WATER DISTRICT

1. Provide with diligence and care a safe, adequate, reliable and economically viable water service, which is within the reach of the poorest of the poor, at **NINETEEN HOURS AND FIFTY MINUTES (19.5)** a day at 100% service coverage possible.
2. Communicate with all registered customers any and all new and changes of the District's operational policies and practices and same shall be made effective and enforceable after **THIRTY (30) DAYS** from dissemination.
3. Present to the water-consuming public all projects financed by loans and consultation, information and knowledge.
4. Be vigilant and bold enough in monitoring, inspecting, apprehension and prosecution of violators, perpetrators and pilferers against the District rules, regulations, policies, practices, The Provincial Water Utilities Act of 1973, Water Crisis Act of 1995, Water Code and other water laws.

SECTION 5: CLASSIFICATION OF SERVICE CONNECTIONS. The general class of connections or customers is dependent on how water is used such as:

- A. DOMESTIC CLASS:** This is a connection whereby water is purely used for domestic needs such for drinking, washing, cooking, bathing, watering small gardens, washing of private cars, etc. This is the lowest rate block with a factor 1.0.
- B. GOVERNMENT CLASS:** This class includes all buildings used as place for conducting business transactions and generates profit. Excluded here are public buildings or offices operated for profit. The rate class is the same as the domestic class at factor 1.0.
- C. COMMERCIAL CLASS:** This class includes all buildings used as place for conducting business transactions and generating profit. This class has sub classifications, which ranges from factor 1.25 to 2.0. These classes are as follow, to wit:
 - 1. COMMERCIAL – C (Factor 1.25) :** Covered herein is apartment whose owners assume payment of water bills using one control water meter.
 - 2. COMMERCIAL – B (Factor 1.5) :** Included in this class are:
 - Sari-sari stores
 - Vulcanizing and repair shops
 - Other premises utilized for selling foods or services including premises used for living quarters
 - 3. COMMERCIAL – A (Factor 1.75) :** The following belongs to this class such as:
 - Photo services

- Dental and medical clinics
- Warehouses
- Groceries
- Gift shops
- Offices, including government profit generator
- Drugstores
- Wholesale and retail outlets
- Furniture shops
- Fish and meat stalls in public markets

4. FULL COMMERCIAL (Factor 2.0) : Included herein are the following, to wit:

- Rest houses
- Hotels, lodges and the likes
- Hospitals, whether private or public
- Cafeterias managed by cooperatives, corporations, etc.
- Ice cream parlor
- Beer houses
- Bars, night clubs and disco pads
- Restaurants
- Gasoline Stations
- Bus stations and terminals
- CHB and concrete products manufacturers
- Theaters
- Carinderias
- Confectioneries, bakeries
- Ice plants
- Private Schools
- Boarding houses
- Billiard halls and other games and entertainment places

D. BULK/WHOLESALE (Factor 3.0) : This includes the following, to wit:

1. Domestic connectors who sell/vend water without transforming into another product or supplies water to other for a fee such as bottled water manufacturer.
2. Vending water bulk quantity such as sale to tankers or by containers to contractors, ships, airplanes, trucks and for factory use.

E. Other Policies on service connections:

1. Each parcel of land under separate ownership must be provided with individual service.
2. Two or more dwelling units under one ownership and on the same lot may be supplied through the same service connection if occupied/used by immediate members of the family (son and daughter only). Provided, however, that the Board shall reserve the right to limit the numbers of dwelling units to be supplied by the same service. The application for such arrangement is duly approved by the District.
3. When a property provided with a service is subdivided, the present service shall be considered as belonging to the lot or parcel of land upon which it fronts.

4. Generally, if a building is served and is used by both as domestic and commercial, the connection may be classified to the higher class or else refers to items A and D.

SECTION 6: FEES AND CHARGES. These financial obligations of applicants and/or customers be satisfied at different level or stage of application and installation or commission before actual water service is delivered to the customers, herewith defined and instituted in Appendix “A” to wit;

1. **APPLICATION/REGISTRATION FEE:** This covers expense in customer service and/or materials in:
 - a. Accepting and welcoming applicant to the office.
 - b. Providing copies of the Application Form to applicant and assist in filling it up.
 - c. Providing initial briefing on how to apply for service connection.
 - d. Informing the applicant of District Rules and Regulations, policies and practices. Also to be discussed are the WD concept, Provincial Water Utilities Act of 1973, Water Crisis act of 1995. (Specifies – the obligations of both District and the customer)
 - e. Assisting applicant on the step by step procedures such as 1.) Payment of application/registration fee with cashier; 2.) Inspection if applicant wants to know how much will he spent for the service connection and the feasibility of getting a service. The inspection of feasible will result in estimate of the materials take-off is provided the applicant.
 - f. Assisting and confirming an interested applicant to pay all the amounts due for service connection (materials and labor including other fees and charges such as for service guaranty deposit, meter maintenance fee, etc.)
 - g. Assisting applicant in the final briefing, signing of Contract for Water.
 - h. Enrollment in District’s Service Connection Record, preparation of Customer Ledger Card, Meter Reading Form, Receipts for Water Meter and assigning Customer’s Account Number.
 - i. Endorsing approved application (together with the permits issued by the Municipal Engineer and/or Barangay official) to the Engineering Division for actual installation, commissioning and turnover of service connector to customer.

The registration aspects involve enrolment or registration of legalized illegal or unauthorized or misclassification of connections into the official records of the district (Service Connection Record and creation of various operating records such as Customer Ledger Card, Meter Reading Form, etc.)

2. **INSPECTION:** conducting credit investigation, reconciliation with District records and field investigation to determine positively the following, to wit:
 - a. That distribution pipeline is available,
 - b. That existing water pressure can accommodate the application,

- c. That the premises have no existing obligation with the District,
 - d. That tapping point, material and labor cost are identified,
 - e. Service connection determined as to size, use category, demand quantity, length and manner installation, including cost of both materials and labor,
 - f. That the relative location of the building is identified from neighbor on both sides and account number designated can be gad,
 - g. That applicant's capacity and willingness is double checked,
 - h. Estimate or material take-off made with acquisition cost,
 - i. Engineering recommendation for approval is made (non-refundable).
3. **TAPPING FEE:** This covers payment of labor in breaking the pavement cover, excavation of material cover, exposing the distribution pipeline, installation of saddle clamp, boring/drilling the distribution pipeline to draw water and installation of corporation stop or valve. Also, it includes labor in backfilling of trench excavation (materials and labor for restoring to original surface not included). (Non-refundable).

The tapping of the mainline consists of the following works, to wit:

1. BREAKING OF SURFACE COVER (Labor)

- a. Concrete
 - b. Asphalt
 - c. Gravel/Stone
 - d. Earth/Soil
2. Excavation of materials to expose pipeline and at an area a tapping plumber could work to install the saddle clamp, bore/drill a Role and install a corporation cock/stop/valve.
- a. Concrete
 - b. Asphalt
 - c. Gravel/Stone
 - d. Earth/Soil
3. Tapping proper by installing the saddle clamp, boring/drilling hole to the pipeline and installing of corporation stop. (Labor cost is included in Schedule AA-Plumbing Fee)
4. Backfilling and tamping of excavated materials to a point to enable the restoration of the previous surface. (For the insurance to protect District distribution line, District has to it by itself).
5. Restoration of Surface (Materials and Labor). The cost of this work is at the expense of the customer. The customer has the first option to undertake works subject to the approval of the Barangay official and final approval of the Municipal Engineer. The District may be requested to do the job for a fee at:

4. **SERVICE CONNECTION FEE:** This amount covers the payment of labor and materials in inter-connecting with the tapping point, cutting of ground or road surface, trench excavation, laying of pipe materials, installation of meter stand including the water meter box, backfilling with graded materials and

tamping of pipe cover materials. This also included service rendered to the applicant during the service connection installation, commissioning or actual operation of installed system and turnover. (Restoration of pavement cover not included.) (Non-refundable).

The cost of installation of the service connection from the distribution line to the water meter is included in the Plumbing Fees covered by Schedule AA.

However, by mutual agreement the other works may be done by the customer request the District to do the following works for a fee, to wit:

- 1. Cutting of road or surface pavement
 - a. Concrete, per linear meter - P
 - b. Asphalt, per linear meter - P
 - c. Gravel/Stone/Adobe, per linear meter - P

- 2. Trench excavation to remove materials until the desired until depth is reach such that the required depth plus the size of pipe, based on the following pavements, to wit:
 - a. Concrete, depth of 0.76m + pipe diameter - P
 - b. Asphalt, depth of 0.7m + pipe diameter - P
 - c. Other materials, depth in less than 0.90m - P

- 3. Laying of installation of service connection pipeline from the tapping point to the meter stand and including the water meter and meter box. This cost is included in Schedule AA, Plumbing Fees.

- 4. Backfilling of trench excavation to cover the pipeline with appropriate or selected materials thus incurring the protection of the pipe from collapsing or injury. The district shall do this portion for insurance from damage.

- 5. Restoration of road surface or pavement to original. This is the responsibility of the customer as to the cost of materials and labor subject to the satisfaction of the Barangay and the Municipal Governments.

However, the customer may request the District if the District accede to do the work under the following terms, to wit:

- a. Concrete, per cu.m. - P
- b. Asphalt, per cu.m. - P
- c. Soil, per cu.m. - P

5. METER MAINTENANCE FEE: This amount is dedicated for the repair and maintenance cost (labor only) of the water sold to the customer. The payment will start after FIVE (5) years period after installation at the rate of P5/month provided the meter is still repairable.

6. TRANSFER FEE: A fee of Three Hundred (P300.00) pesos is being collected first.

- a. Transfer service connection from one tapping point to another (non-refundable).

7. SERVICE FEE: This amount is charge to a customer on the following occasions.

- a. If customer by written request wanted his water bill to be collected in other place and at the premises served. (Date and time must be specified or else every visit shall be considered as another service).
- b. Payment of delinquent accounts after Maintenance Order has been approved or signed. (Non-refundable).

8. RECONNECTION FEE: A fee of Three Hundred (P300.00) Pesos is being charged. This fee covers the cost of disconnection of a service and the action to reconnect or reinstall/reactive the same. (Non-refundable).

SECTION 7: WATER RATES

- A. The District may sell water under its control under schedules of rates and charges as may be determined by the Board, to any and all water users within the District.

Said schedule of rates may provide for differential rates for different categories of use and different quantity blocks.

The district, as far as practical, shall fix such rates for water as will result in revenues which will;

- a. Provide for reimbursement from all new water customers for the cost of installation of new services and/or meters;
- b. Provide for revenue for all water deliveries and services performed by the District;
- c. Pay the opening expenses of the District;
- d. Provide for the maintenance and repair of the waterworks;
- e. Provide a reasonable surplus for replacement, extension and improvements, and;
- f. Pay the interest and principal and provide a sinking fund for the payment of debts of the District as they become due to establish a fund for reasonable reserves dedicate for use in cases of emergencies, calamities, force majeure, etc.

Also to abide by LOI 744 which shall:

- a. Implement a socialized pricing scheme in setting water rate whereby the more affluent, heavy users pay more per unit than the low-incomes minimal users of water.
- b. Prepare and implement a public education program, which shall concentrate on the need and methods for water conservation, water rates, water facilities requirements and need for financing through an education program, when considering increases of water rates.
- c. See to it that the composition of the Board ensures that the consumers are properly and fully represented.

- d. District's Board of Directors approves the water rates scheduled after and based on the proceedings during the public hearing conducted for the purpose.
- e. Said water rates scheduled be submitted to LWUA for review and confirmation.
- f. The LWUA reviewed and confirmed water rates shall be executor and enforceable after the lapse of **SEVEN (7) CALENDAR DAYS** from posting thereof in a public place in the district, without prejudice to an appeal being taken there from by a water consumer to the National Water Resource Board (NWRB).
- g. Any NWRB decision on the appeal able to the Office of the President of the Republic of the Philippines.

B. AUTOMATIC COST ADJUSTMENT FORMULAE:

In water rate structuring, especially in making projections, allowances for escalation of cost regarding power, fuel, labor as well as foreign exchange are material in the result of rate study.

These are instances when abrupt increases in cost of these items are not inputted. If existing water rates could no longer absorb the increase, the interim remedy is to apply or implement the cost adjustment formulae, which are as follow, to wit:

1. POWER – COST ADJUSTMENT

$$PCA = (PCa - PCb) (Bb/Ba)$$

2. FUEL – COST ADJUSTMENT FORMULA

$$FCA = (FCa - FCb) (Bb/Ba)$$

3. LABOR – COST ADJUSTMENT FORMULA

$$LCA = ALC - ELC$$

4. FOREIGN EXCHANGE – COST ADJUSTMENT FORMULA

$$FEA = (OER) ER - ER$$

SECTION 8: SIZE AND LOCATION

- a. The board reserves the right to determine the size and location of service connection and their connection and their location with respect to the boundaries of the premises to be served.
- b. The laying of customer's house plumbing to the meter shall not be done until the Board or its Board or its authorized representative has approved the location of the service connection.
- c. The water meter shall be located outside the property line immediately after the District's distribution pipeline. Said water meter shall be provided with protection gadgets at customer's expense.
- d. The sizing of customer's service connection pipeline shall be determined by the district such that:

1. The water pressure at customer's first faucet/outlet shall not be less than **THREE (3 psi) POUNDS PER SQUARE INCH** and the farthest faucet is not less than **ONE (1 psi) POUND PER SQUARE INCH**;
2. The water supply pressure at the immediate neighbors shall not less than **THREE (3 psi) POUNDS PER SQUARE INCH** at first faucet (left and right neighbors);
3. Any water delivery below the 3 PSI minimum may not be allowed only if the applicant will issue a written waiver such that low pressure and its effects is not the fault of the district but at customer's own violation;
4. Any location of the water meter shall not result in meter loss or damage, difficulty of the District to meter reading, monitoring and disconnection and free tampering.

SECTION 9: PRESSURE CONDITIONS. All applicants for service connections or water service shall be required to accept such conditions or pressures and service as are provided by the distribution systems at all location of the proposed connection, and shall agree to hold the District blameless for any damages arising out of the low pressure or high pressure conditions or interruption of service beyond District control.

SECTION 10: CURB COCK/GATE VALVE AND CHECK VALVE. Every service connection shall be installed with a curb cock at the tapping point and a gate valve on the discharge side of the meter stand for the purpose of controlling water supply flow by both the District and customer except when disconnection whereby the District will lock the valve.

A check valve shall be installed immediately before the meter stand to prevent reverse or accidental cross-connection.

SECTION 11: PAYMENT OF WATER BILLS

- a. Water charges or bills will begin when a water service connection is installed, commissioned and turned over to customer.
- b. Water bills are DUE and PAYABLE at the OFFICE of Guimba Water District or at other designated places on the DATE of delivering the Water Bill or Statement of Account to the customer or his designated agent and shall be DELINQUENT TWENTY (20) DAYS thereafter.
- c. A delinquent service shall be subjected to DISCONNECTION.
- d. Service may be DISCONTINUED without further notice of:
 1. The outstanding account or bill is TWO (2) months, 1 CURRENT and 1 ARREARS.
 2. Found tampered or by-pass connection
- e. Payment of delinquent account/bill to the Disconnection Team may be accepted.
- f. Failure to pay fully the bill and the service fee will cause/result in disconnection at the meter.
- g. If the disconnected service applies for reconnection it will only be reactivated after payment of the following sums, to wit:

1. Delinquent bill or account.
 2. Reconnection Fee of Three Hundred (P300.00) Pesos.
 3. Cost of relocation of meter on standard site.
- h. The Disconnection Team may or may not disconnect the service at the main/distribution line or tapping point after FIVE (5) DAYS from disconnection.
 - i. Failure to receive a bill or statement of account does not relive customer of liability.
 - j. Any amount due shall be deemed debt to the Guimba Water District and any person, firm or corporation failing, neglecting or refusing to pay said indebtedness shall be liable to a civil action in the name of said District in court of competent jurisdiction from the amount hereof.

SECTION 12: TAMPERING WITH DISTRICT PROPERTY.

No one except an employee or representative of the Board shall at any time and in any manner interfere with water meters or their connections, distribution mains and other parts of the water system.

- a. Anyone caught stealing water due to said tampering or pilferage shall pay the following, to wit:
 1. Consumption assessment, under collection, unpaid service, etc.
 2. Fines, due to the act or commission of a criminal act of qualified theft for water;
 3. Penalty or the imprisonment charge;
 4. Cost of damages to District's property or other private properties.

SECTION 13: REFUNDS AND ADJUSTMENTS

If, for any reason, a customer becomes entitled to a refund such as overpayment of a closing bill, or other just cause, a demand shall be made in writing by said customer to the District for refund of such overpayment and subject to approval of the Board or its designated representative.

A warrant shall be issued to the customer in the amount of said overcharge, or

In the event the overpayment was made on a bill which is not a closing bill, the amount overpaid shall be credited to the customer's account.

SECTION 14: CROSS-CONNECTION. No person, firm or corporation shall install or maintain any physical connection between any private source of water supply and the District water supply. Provided, however:

- a. That said district may maintain emergency connection with other water utilities serving domestic water.
- b. That private water supply with booster pump shall extract water from a sump tank to its elevated reservoir and getting water from the District at a free-flow (atmospheric) condition to the sump tank.

SECTION 15: TUNING WATER SUPPLY ON AND OFF

- a.** No charge will be made or charged for turning on or shutting off water supply when requested by the customer for the closing of an old account or the opening of a new one.
- b.** If the District representative is in any way prevented from discounting service for non-payment and for any infractions of District rules and regulations, the District may take any further steps it deems necessary to effect disconnection and the full cost of such efforts plus the estimated cost of reconnections must be paid in full before service will be restored.
- c.** The District, upon request, day or night and without charge will shut off the following water supply for emergency purposes at the curb or gate valve, and that the District will turn on the water supply when repairs are made.

SECTION 16: MAINTENANCE OF WATER PRESSURE AND SHUTTING DOWN FOR EMERGENCY REPAIRS. The District shall not accept any responsibility for the maintenance of water pressure and it reserves the right to discontinue service while making emergency repairs or for other causes, which in the discretion of the District necessities such discontinuance. Customer's dependent upon continuous water supply should provide their own EMERGENCY WATER STORAGE.

SECTION 17: WATER USED WITHOUT REGULAR APPLICATION BEING MADE. A person, firm or corporation taking possession of premises and using water from an active service connection without having made application to the District for water service, shall be held liable for the water delivered from the date of last recorded meter reading, and if the meter is found inoperative, the quantity consumed will be estimated. If proper application of water service is not made upon notification to do so by the District, and if accumulated bills for service are not paid immediately, the service may be disconnected by the District without further notice.

SECTION 18: SUBDIVISION AND MAIN EXTENSION

- a.** Any power or sub divider of a single lot or subdivision or tract of land desiring to avail of District water service shall make application to the District.

The District conducts routine field inspection to determine the feasibility of such application.

- b.** Turnover of subdivision water facilities to the District is subject to District's Subdivision and Expansion Policies among which are;
 - 1.** That the system is BUILT A NEW. It means that the facilities subject to turnover are still capable to generate revenues sufficient to finance the replacement or retiring facilities, repair or deteriorated and rehabilitation on obsolete/standard systems.
 - 2.** That the turnover will not affect adversely existing system financially and physically, or else is compatible.
 - 3.** That turnover of assets, rights and permits are free of charge to the District.
 - 4.** That systems correction shall be done at the expense of the owner/developer.

5. That the design and construction is in accord of the District and LWUA specifications and standards.

- c. Subdivision development under conception – Any such projects the District must intervene to see to it that the water franchise of District is protected. That in coordination with the LGU's that any such program shall be compatible with local application. In short, the design construction and operation of such water facilities shall be the same standards as the District. This is due to possible future turnover.

SECTION 19: If any section, sentence, clause or phrase of these rules and regulation is, for any reason, hold to be unconstitutional, illegal or unlawful, such decision shall not affect the validity of the remaining portion of the rules and regulations irrespective of the fact that may one or more section, subsection, sentence, clause, or phrase be declared unconstitutional, illegal or void.

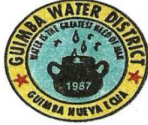
PENALTIES FOR:

- A. Tampered Meter
- B. Illegal Connection
- C. By-pass Connection

As per Board Resolution N 37, Series of 1998

- 1. First Offense
= (P2,000.00) + (3 months highest Billing Consumption x 2)
- 2. Second Offense
= (P4,000.00) + (3 months highest Billing Consumption x 2)
- 3. Third Offense
= (P6,000.00) + (3 months highest Billing Consumption x 2)

GUIMBA WATER DISTRICT



GUIMBA, NUEVA ECJA

TELEPHONE NO. (044) 611-12-07

TELEFAX NO. (044) 611-01-41

SERVICE CONNECTION CONTRACT PROVISIONS

1. The **GUIMBA WATER DISTRICT** agrees to furnish water service to the premises occupied by the **CONCESSIONAIRE** at the herein address and that the **CONCESSIONAIRE** hereby agrees to pay on a regular said water service base on **GUIMBA WATER DISTRICT** present applicable rate schedule which may be modified, altered, an/or increased by a resolution of the **BOARD OF DIRECTORS OF GUIMBA WATER DISTRICT**, subject to review and approval by the Local Water Utilities Administration (LWUA).
2. All the existing service connection of the **CONCESSIONAIRES** lawfully acquired and operated by him under an authority from Guimba, Nueva Ecija Government that has turns over all its assets to the **GUIMBA WATER DISTRICT** shall be respected by the same and shall hence forth subjected to the stipulation of this **CONTRACT** and the existing rules and regulations of the **GUIMBA WATER DISTRICT**.
3. The **CONCESSIONAIRES** hereby agrees to pay his water bill promptly within the first fifteen (15) days after each monthly reading of his water meter on issuance of Billing Notice. A corresponding surcharged will be imposed on overdue bills after 15th day. Disconnection follows after 30th day of non-payment.
4. The service connection will apply only to the premises, building or establishment mentioned on this application. Property owner or **CONCESSIONAIRE** shall be held liable for two or more sub-connection under this application. Our policy is one water meter for every application.
5. The **GUIMBA WATER DISTRICT** reserve the right to reclassify the classification of customer account without due notification to **CONCESSIONAIRES**.
6. The service connection shall be done only by the authorized personnel of the **GUIMBA WATER DISTRICT** upon approval and release of the corresponding job under and upon the payment of pertinent fees of the **CONCESSIONAIRES**.
7. The **GUIMBA WATER DISTRICT** reserves the right to determine the size of the service connections and their locations with respect to the boundaries of the premises to be served. The laying of the **CONCESSIONAIRES** service lateral to the meter shall not be done until the location of the service connection has been approved by the **GUIMBA WATER DISTRICT** or its duly authorized representative.
8. The work of tapping the main connection to the service pipe there to and laying the pipe from the main curb line including the digging and filling in of the trench of the street in which water main is located, will be performed by the employees of the **GUIMBA WATER DISTRICT** at the rate set forth by the Board of Directors of **GUIMBA WATER DISTRICT**.

9. The **CONCESSIONAIRES** shall be liable and responsible for tampering interference with or breaking the seal of water meter installed and shall be subjected to penalties and prescribed in the utility rules of the **GUIMBA WATER DISTRICT**.
10. The **CONCESSIONAIRES** shall furnish all necessary pipes, appurtenances and materials necessary for the inner connection.
11. Payments or charges for the damaged road pavement connection with the tapping of service connection shall be assumed by the **CONCESSIONAIRE** who shall pay the required amount to the Municipality.
12. The **CONCESSIONAIRE** shall allow, consent, an/or authorize investigator meter reader, or any official of the **WATER DISTRICT** to enter into the premises establishment, or building where the water pipe installation is located for the purpose of performing the duties of the such personnel as prescribed in the policies and procedures of the **GUIMBA WATER DISTRICT** or pursuant to any Rules and Regulations that may be herein after be promulgated without holding such employees or officials liable to trespass into the herein stated premises, building or establishment.
13. If, by any reason, the authorized representative of the **GUIMBA WATER DISTRICT** is prevented from entering the **CONCESSIONAIRE'S** premises to perform any of the works enumerated in **paragraph 7 and 12 of this CONTRACT**. The **GUIMBA WATER DISTRICT** reserves the right to disconnect the service directly from the Guimba Water District mains and all expenses shall be paid by the **CONCESSIONAIRES** before the service is reopened.
14. The **GUIMBA WATER DISTRICT** reserves the right to shut off the water supply whenever necessary and no action for damages shall be imposed the Water District. Whenever practicable shall notify stoppage of water service or the reduction of water pressure in any service area.
15. The **CONCESSIONAIRES** will abide will all the Rules and Regulations governing the use and conservation of water.
16. The house and building owner agree to pay the water bill of tenant in case later delinquency or non-payment.
17. When the accuracy of the water meter is questioned, the **GUIMBA WATER DISTRICT** upon request of the **CONCESSIONAIRES**, cause and official test to be made in accordance with rules and regulations of the **GUIMBA WATER DISTRICT**.
18. The **GUIMBA WATER DISTRICT** reserves the right to disconnect the existing service line for the following reasons;
 - a. For the prevention of fraudulent use of water.
 - b. For non-payment of water bills.
 - c. For repairs.
 - d. For violation of any of the term of this **CONTRACT**.
 - e. For the case beyond control.
19. The service connection shall be in the name of natural person or judicial entity.
20. The **CONCESSIONAIRE** finally agrees to observe the Rules and Regulations laid down by the **GUIMBA WATER DISTRICT** which are basic and above the **CONTRACT**, for and effective water service. Said rules which are merged and made integral part of the **CONTRACT** shall prevail in any conflict whatsoever and such rules are subject to revision by the **GUIMBA WATER DISTRICT**.

21. This **CONTRACT** shall not be binding upon **GUIMBA WATER DISTRICT** unless it is signed by the **CONCESSIONAIRES** and/or property owner and duly accepted by the General Manager or the authorized officer of the **GUIMBA WATER DISTRICT**.

Concessionaire and/or Property Owner

APPROVED:

ENG’R. FELIXBERTO C. LEGARDA
General Manager