OPERATIONS MANUAL



KABANKALAN CITY WATER DISTRICT



Cor. Rizal-TayumSts., Kabankalan City, Negros Occ., Philippines, 6111 Tel. Nos. (034) 471-2134 / 471-2634 / (034) 746-7188 Telefax (034) 471-3462

OPERATIONS MANUAL

BRIEF HISTORY OF KCWD

The Kabankalan Water District (KWD) was formed on April 23, 1977 by the virtue of Resolution No. 27, passed by the Local Sangguniang Bayan (Municipal Council) to cover the entire municipality of Kabankalan. The resolution was filed with LWUA on May 20, 1977. With its creation, the KWD took over the ownership and management of the waterworks system from the municipal government in accordance with the Presidential Decree No. 198 as amended, also known as the Provincial Water Utilities Act of 1973. The system facilities were officially turned over to the water district on November 1, 1977. On January 30, 1978, a Conditional Certificate of Conformance (CCC) was issued to KWD by LWUA.

The KWD is an autonomous Government Owned and Controlled Corporation which is politically independent from the local government. As constituted, the district is subject to the provisions of P.D. 198 and to the rules and regulation of LWUA. The KWD can promulgate its own operational laws through its five members of the Board, which in turn appoints a General Manager to manage the water district. The KWD was formed for the purpose of acquiring, improving, maintaining and operating the water supply system as well as any future wastewater collection and disposal facilities that the district may have to add to the system. To realize this objective, the KWD can avail of LWUA's financial and technical assistance. Presidential Decree No. 198, however stipulates that water district should ultimately operate on a financially self-sufficient basis.

MISSION,

To improve the quality of life of the people of Kabankalan City by providing them with safe, abundant, and affordable supply of water for its growing population and for the future generation.

VISION

To be recognized as one of the best-performing Water District in Negros Occidental.

CORE VALUES

Excellence Teamwork Professionalism Work-oriented Holy Fear of God

OUR STRATEGIC OBJECTIVES/PRIORITIES

- 1. Adequate, potable and reliable 24/7 water supply
- 2. Septage Management
- 3. Installation of additional water service connections
- 4. Sustainable revenue generation
- 5. Social responsibility and responsiveness

OUR MANDATE

Kabankalan City Water District, is a Government-Owned and Controlled Corporation, formed pursuant to Presidential Decree 198 otherwise known as the "Provincial Water Utilities Act of 1973" for the purpose of:

- (a) acquiring, installing, improving, maintaining and operating water supply and distribution systems for domestic, industrial, municipal and agricultural uses for residents and lands within the boundaries of such districts,
- (b) providing, maintaining and operating wastewater collection, treatment and disposal facilities, and
- (c) conducting such other functions and operations incidental to water resource development, utilization and disposal within such districts, as are necessary or incidental to said purpose.

OUR PERFORMANCE PLEDGE

We the officials and employees of the Kabankalan City Water District pledge and commit to deliver quality public service with outmost efficiency for concessionaire's satisfaction.

To improve the quality of life of the people of Kabankalan City by providing them with safe and abundant water supply to sustain the development of this water industry for the growing population and future generation.

Adequately delivers 24/7 water supply and renders public assistance.

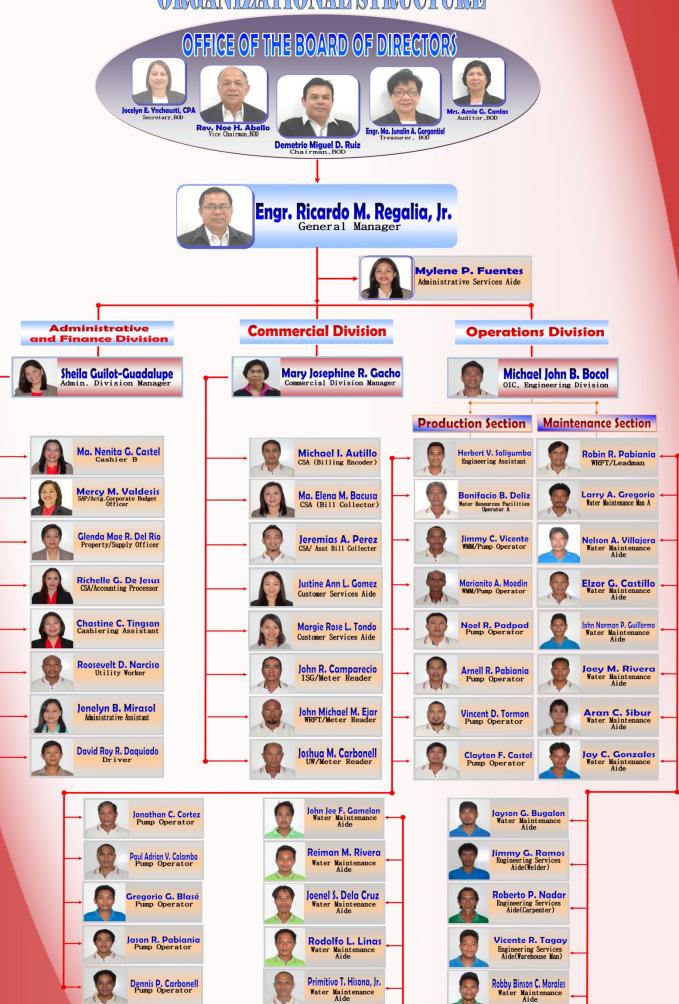
Efficiently and effectively perform or duties and responsibilities towards the realization of the water district's vision and mission statement.

To be the prime mover in the preservation of the flora, where, WATER, the most basic requirement in life, depend. To steadfastly lift, through judicious management, the human and financial resources of the Kabankalan City Water District thus, making it a strong catalyst for good governance and economic growth. Conscious and active in the implementation of laws, rules and regulations governing the operation of the water district. So help us God.



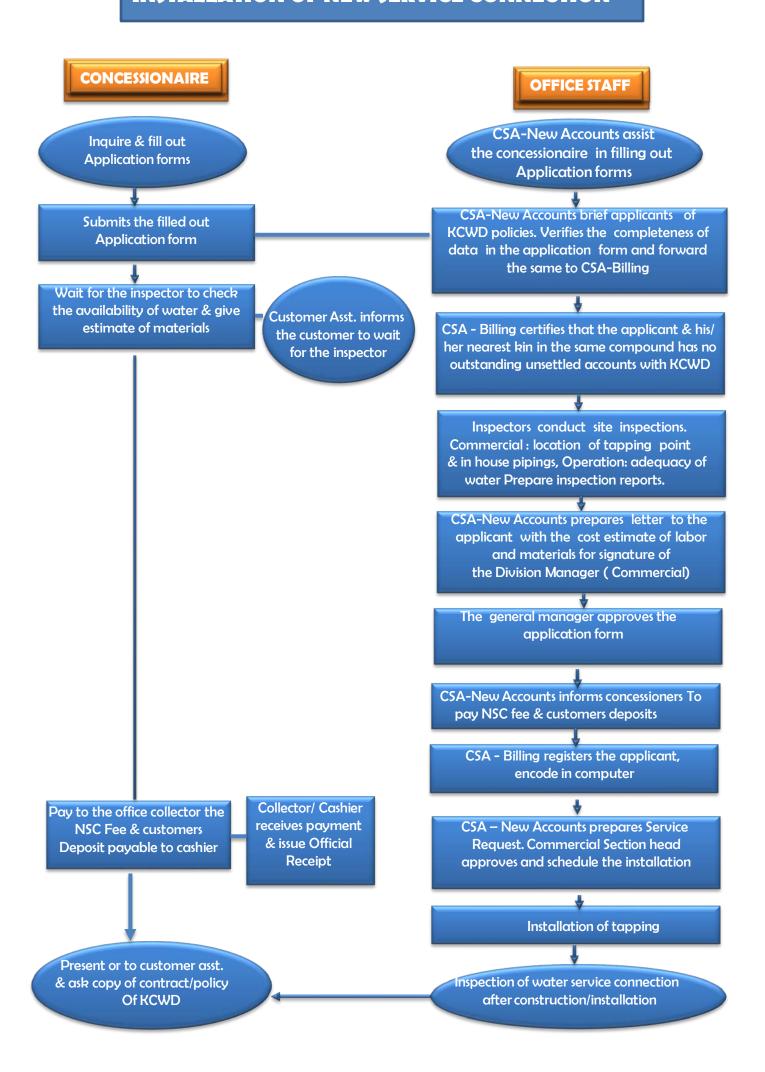
KABANKALAN CITY WATER DISTRICT Cor. Rizal-Tayum Streets Kabankalan City, Negros Occidental

ORGANIZATIONAL STRUCTURE



Dennis P. Carbonell Pump Operator

INSTALLATION OF NEW SERVICE CONNECTION



INSTALLATION OF NEW SERVICE CONNECTION

The concessionaire inquires & fills out application forms with the assistance of CSA-New Accounts. After submission of the filled out form, CSA-New Accounts brief applicants of KCWD policies. Verifies the completeness of data in the application form and inform applicant to wait for the inspection as to the availability of water and estimate of materials.

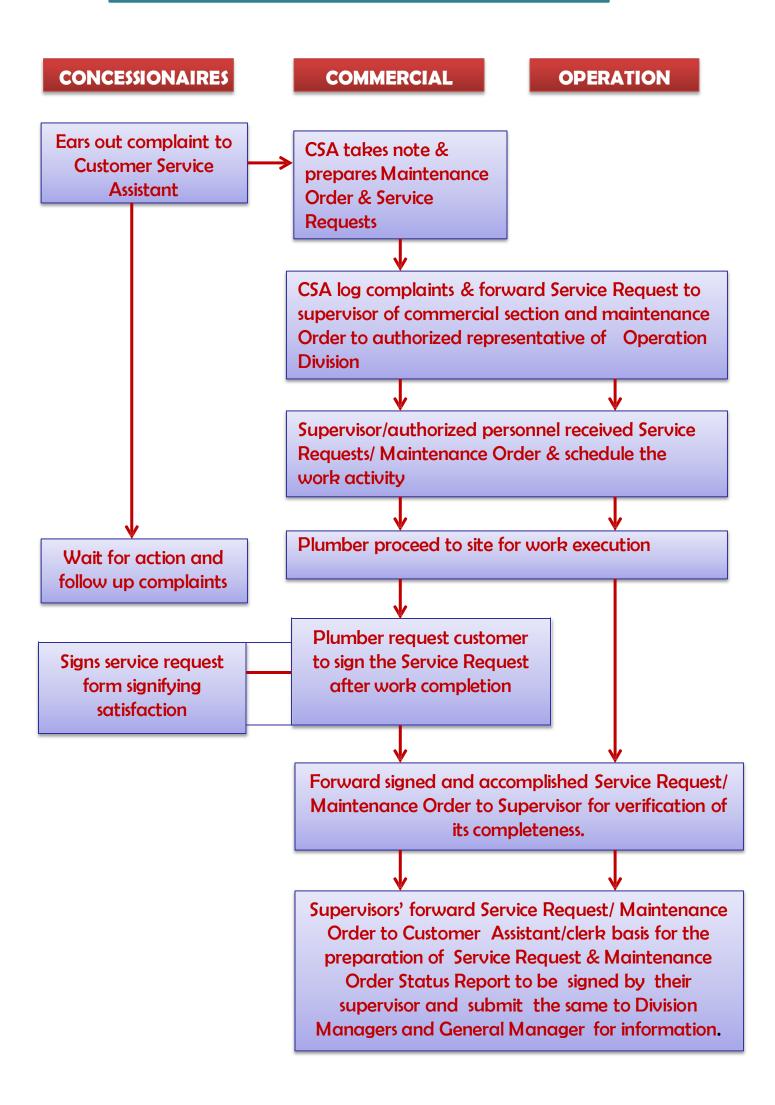
CSA - Billing certifies that the applicant & his/ her nearest kin in the same compound has no outstanding unsettled accounts with KCWD. Inspectors conduct site inspections. As to the commercial crews: the location of tapping point & in house pipings, and for operation crews: adequacy of water and both will prepare inspection reports.

CSA-New Accounts prepares letter to the applicant with the cost estimate of labor and materials for signature of the Division Manager (Commercial) and forward the same to the general manager for the approval of the application form.

CSA-New Accounts informs concessioners to pay NSC fee & customers deposits payable to Cashier/Teller. The applicant ask a copy of contract/KCWD policy after payment was made. CSA - Billing registers and encode payment of the applicant in computer.

CSA – New Accounts prepares Service Request to be approved by the Commercial Section head and schedule the installation. After the installation of tapping, inspection of water service connection will be conducted as to meet the installation standards.

PROCESSING OF COMPLAINTS



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The concessionaire ears out complaint to Customer Service Assistant. CSA takes note & prepares Maintenance Order & Service Requests. CSA log complaints & forward Service Request to supervisor of commercial section and maintenance Order to authorize representative of Operation Division.

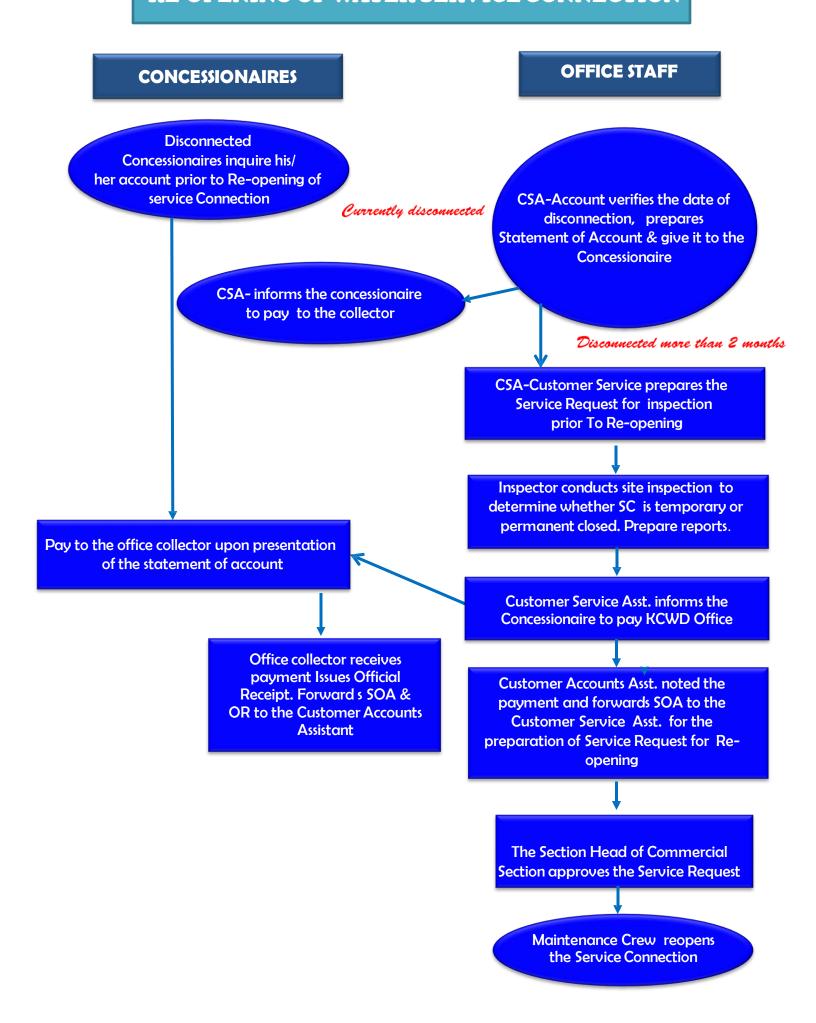
The supervisor/authorized personnel received Service Requests/ Maintenance Order & schedule the work activity. Plumber proceed to site for work execution.

The plumber request customer to sign the Service Request after work completion signifying work satisfaction.

The plumber forward signed and accomplished Service Request/ Maintenance Order to Supervisor for verification of its completeness.

The supervisors' forward Service Request/ Maintenance Order to Customer Assistant/clerk basis for the preparation of Service Request & Maintenance Order Status Report to be signed by their supervisor and submit the same to Division Managers and General Manager for information.

RE-OPENING OF WATER SERVICE CONNECTION



RE-OPENING OF WATER SERVICE CONNECTION

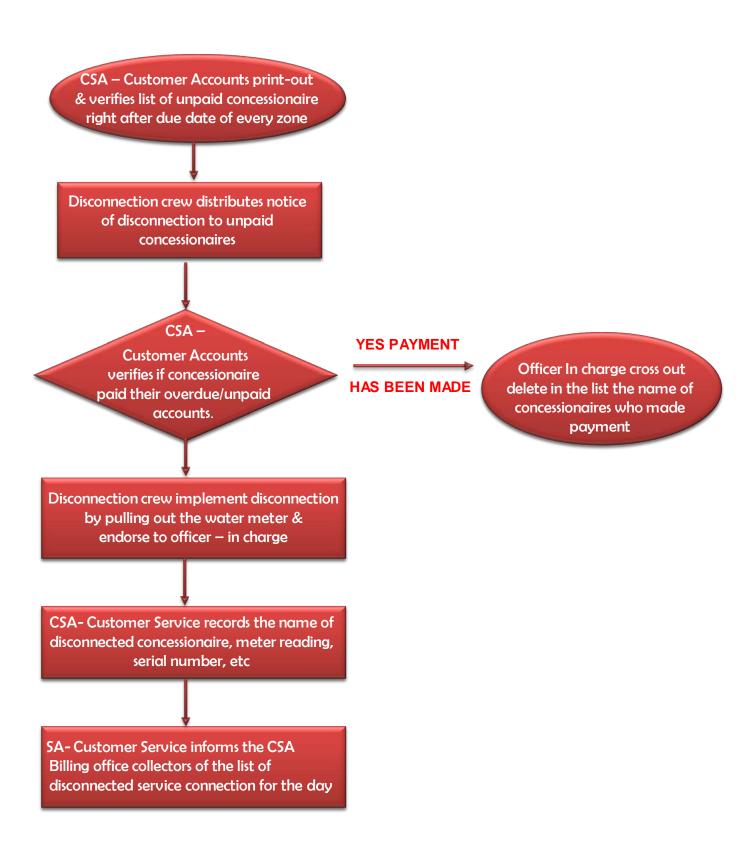
Disconnected Concessionaires inquire his/her account prior to re-opening of service connection. CSA-Account verifies the date of disconnection, prepares Statement of Account & give it to the concessionaire and informs the concessionaire to pay to the collector (for currently disconnected).

If disconnected more than 2 months CSA-Customer Service prepares the Service Request for inspection prior to re-opening. Inspector conducts site inspection to determine whether SC is temporary or permanent closed. Prepare reports.

Customer Service Asst. informs the concessionaire to pay his account at the KCWD Office. The concessionaire pay to the office collector upon presentation of the statement of account. Office collector receives payment & issues Official Receipt. The office collector forwards Statement of Account & Official Receipt to the Customer Accounts Assistant.

Customer Accounts Asst. noted the payment and forwards Statement of Account to the Customer Service Asst. for the preparation of Service Request for re-opening to be approved by Commercial section head. Maintenance Crew re-opens the Service Connection

DISCONNECTION OF WATER SERVICE CONNECTION



DISCONNECTION OF WATER SERVICE CONNECTION

Customer Services Assistant – Customer Accounts print-out & verifies list of unpaid concessionaire right after due date of every zone. Disconnection crew distributes notice of disconnection to unpaid concessionaires.

CSA – Customer Accounts verifies if concessionaire paid their overdue/unpaid accounts. If **PAYMENT HAS BEEN MADE** Officer Incharge cross out /delete in the list the name of concessionaires who made payment.

Disconnection crew implement disconnection by pulling out the water meter & endorse to officer – in charge. CSA- Customer Service records the name of disconnected concessionaire, meter reading, serial number, etc.

CSA- Customer Service informs the CSA- Billing & office collectors of the list of disconnected service connection for the day.

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UTILITY RULES AND REGULATIONS GOVERNING THE OPERATIONS OF THE KABANKALAN CITY WATER DISTRICT

The Board of Directors of the Kabankalan City Water District do hereby ordain as follows:

- **SECTION 1. WORDS 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 Kabankalan City Water District, its Board of Directors, General Manager and other appointed officers and any other 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 the declared policy of the District that all water service connections are to be metered.
- b. That no water is to be delivered without charges except for firefighting purpose only.
- c. For new connections, the materials and labor required for the service connection, installation, excluding the water meter shall be at the expense of the customer.
- d. The Water District shall maintain the service connection materials before the water meter as prescribed.
- e. The water meter shall be maintained under the following terms and conditions, to wit:

- 1. The Water District shall at its own expense both for labor and material, maintain the water meter from natural wear and tear from installation thereof.
- 2. In case the water meter is stolen or damage the concessionaire is hereby obligated to report to the WD to replace it immediately.
- 3. all water meters shall be installed outside the property line.
- f. All pipes and fixtures extending from the water meter shall be installed and maintained by the concessionaire.
- h. The jurisdiction and responsibility of the District shall end at the water meter and the District shall not be liable at any case for damages beyond the meter. In addition, in case the District files a collection suit to enforce collection for the cost of water service due or seek justice and fairness due to violations, pilferage, etc. from any court of justice, forum, authority, etc. for administrative or civil proceedings, payment of fees, charges, recordation, and litigation shall be at the expense of the customer.
- **SECTION 4. APPLICATION FOR SERVICE CONNECTION**: Any person, firm or office interested to have a 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 being applied for and the WD's finding that water supply and pipelines are available or can accommodate such service application, all necessary fees and charges shall be paid by the applicant or by his/her designated agent. Thereafter, a Contract for Water Service shall be executed by and between the Applicant and the District General Manager.

The Water District may require that the contract be notarized by the District's Legal Counsel or his representative in the presence of two witnesses of both parties and may require the spouse to sign the "Conformed" provided in the contract.

The Water District may require prior to Contract signing the compulsory attendance of applicant to a briefing pertaining to application, water service and the rules and regulations being enforced by the Water District.

The Contract for water service establishes among others the following conditions to wit:

APPLICANT IS SUBSCRIBED TO:

- 1. Guarantee payments of all sums as they become due for water service rendered in pursuance of said application until written notification is received by the Water District to discontinue or transfer such service.
- Release the Water District from all responsibility that may be attributed to water leakages or water freely flowing from any pipe or appurtenances at any point within said premises served as well as those arising from service interruptions due to causes beyond the District's control.
- Be held responsible for any tampering and damages to water facilities as a result of pilferage or committing any acts in contravention of Water Laws, District Rules and Regulations, Policies and Practices, the Provincial Utilities Act of 1973 and the Water Crisis Act of 1995.
- 4. Allow District's representative to have access to premises, house or building for the purpose of reading and/or inspecting water meter, ascertaining condition of water supply pressures in the taps/outlets/faucets, cross-connection, status and quality of alternative water supply, etc. And to respect the District's authority to enforce its rules, regulations, policies and practices including the routine disconnection of delinquent accounts and disruption of service due to pilferage.

KABANKALAN CITY WATER DISTRICT IS COMMITTED TO:

- 1. Provide with diligence and care the conveying of a safe, adequate, reliable and economically viable water supply service, and 100% service coverage possible within the reach of the poorest of the poor, for TWENTY FOUR (24) HOURS a day.
- 2. Communicate formally to all registered customers any information and charges of the District's operational policies and practices and thereafter shall be made effective and enforceable after THIRTY (30) DAYS from dissemination thereof.
- 3. Present to the water-consuming public all projects to be financed by loans as well as any water rates adjustment in a Public Hearing/Forum for proper consultation and information.
- 4. Be vigilant and bold enough in monitoring, inspecting, apprehending and prosecuting violators, perpetrators and pilferers in accordance with the District rules, regulations, policies, practices, the Provincial Water Utilities Act of 1973, Water Crisis Act of 1995, Water Code and other laws governing utilities.

- **SECTION 5. CLASSIFICATION OF SERVICE CONNECTIONS**: The general class of connections or customers is dependent on how water is used, such as:
 - A. RESIDENTIAL CLASS: this is a connection whereby water is purely used for domestic needs such as for drinking, washing, cooking, bathing, watering small gardens, washing of private cars, etc... This is the lowest rate block with a factor of 1.0.
 - **B. GOVERNMENT CLASS** this class uses water primarily for public service and not intended to generate profit. The rate class is the same as the domestic class at factor 1.0.
 - **C. COMMERCIAL CLASS** this class includes all building used as place for conducting business transactions and generating profit. This class has sub-classifications, which ranges from factor 1.5 to 2.0. For consistency, the implementation of the class is categorized as follows:
 - 1. Semi-Commercial (Factor 1.5): Included in this class are:
 - Sari-sari stores (Capitalization less than P 5,000.00)
 - Vulcanizing and repair shops
 - Boarding Houses
 - 2. Full Commercial (Factor 2.0): Included herein are the following, to wit:
 - Refilling Stations
 - Rest houses
 - Hotels, lodges and the likes
 - Hospitals, whether private or public
 - Cafeteria managed by cooperatives, corporations, etc.
 - Ice Cream parlor
 - Beer houses
 - Bars, night clubs and disco pads
 - Restaurant
 - Gasoline stations
 - Bus stations and terminals
 - CHB and concrete products manufacturers
 - Theaters
 - Carinderias
 - Confectioneries, bakeries
 - Ice plants
 - Private Schools
 - Boarding houses
 - Billiards halls and other games and entertainment places
 - Photo services
 - Dental and medical clinics
 - Warehouses
 - Groceries
 - Gift shops

- Offices
- Drugstores
- Wholesale and retail outlets
- Furniture shops
- Fish and meat stalls in public markets.
- Other premises utilized for selling foods or services including premises used for living quarters.

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

1. Vending water in bulk quantity such as sale to tankers or by containers to contractor's 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 shall be supplied with individual service connection.
- 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 the building stands.
- 4. Generally, if a building is served and is used by both as domestic and commercial the connection shall be classified to simi-commercial.
- **SECTION 6. FEES AND CHARGES**: These are financial obligations of applicants and/or customers to 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. <u>APPLICATION/REGISTRATION FEE</u>: This covers expenses for customer service and/or materials in:
 - a. Accepting and welcoming applicant to the office.
 - b. Providing copies of the Application Form to applicant and assisting the applicant 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 the District and the customer)

- e. Assisting applicant on the step-by-step procedure such as payment of:
 - 1) Application/registration fee with Cashier;
 - 2) Inspection fee if applicant wants to know how much will be spent for the service connection and the feasibility of getting a service. The inspection if feasible will result in estimate of the materials and labor needed to have a connection. Copy of this materials take off is provided to the applicant.
- f. Assisting and informing applicant to pay all the amounts due for service connection i.e., materials and labor including other fees and charges, etc.
- g. Assisting applicant in the final briefing and signing Contract for Water Service.
- h. Enrollment in District's Service Connection Record, Preparation of Customer Ledger Card, Meter Reading Card, Memorandum Receipt for Water Meter and Assigning Customer's Account Number.
- Endorsing approved application (together with the permits issued by the Municipal Engineer and/or the Barangay official) to the Operations Division for actual installation, commissioning and turn-over of service connection to customer.
- 2. **INSPECTION FEE:** The fee covers expenses to be incurred in conducting credit investigation, reconciliation with District records and field investigation to determine 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. That service connection is determined as to size, use category, demand quantity, length and manner of installation, including cost of both materials and labor;
 - f. That the relative location of the building is identified from neighbor on both sides for designating an account number;
 - g. That estimate or material take-off with acquisition cost is made;
 - h. That engineering recommendation for approval is made
 - i. The cost of this item is five hundred (500) pesos.

- 3. <u>TAPPING FEE</u>: This covers payment of labor in breaking the pavement cover, excavation of material cover, exposing the distribution pipelines, installation of saddle clamp, boring/drilling the distribution pipeline to draw water and installation of corporations 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 ₽ 500.00 b. Asphalt ₽ 500.00

2. Excavation of materials to expose pipeline and an area where a tapping plumber could work to install the saddle clamp bore/drill a hole and install a corporation cock/stop/valve.

g. Gravel/Stone P 400.00 h. Earth/Soil P 400.00

- 3. Tapping properly by installing the saddle clamp, boring drilling hole to the pipeline and installing of corporation stop. The cost for this item is 300 pesos.
- Backfilling and tampering 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 do it by itself). The cost for this item is 300 pesos.
- 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 the 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:

a. Concrete, per cu.m. P 300.00 b. Asphalt, per cu.m. P 300.00

- 4. TRANSFER FEE: This fee is collected from a customer who wishes to:
 - a. Change his registration name
 - b. Transfer service connection from one tapping point to another;

1. Dual connection- P500.00 2. Tapping connection- P1, 600.00

- c. Transfer accountability to another customer.
- 5. **RECONNECTION FEE:** This fee covers the cost of reconnecting or for reinstallation/reactivation of the disconnected service. (Non-refundable). The cost of this item is fifty (50) pesos.

SECTION 7. WATER RATES

- A. The District may sell water under its control per 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 and charges for water that 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 revenues for all water deliveries and services performed by the District;
 - c. Pay the operating expenses of the District;
 - d. Provide for the maintenance and repairs of the waterworks:
 - e. Provide a reasonable surplus for replacement, extension and improvement; and
 - f. Pay the interest and principal and provide a sinking fund for the payment of debts of the District as they become due and establish a fund for reasonable reserves dedicated for use in cases of emergencies, calamities, force majeure, etc.

To abide by the provisions of LOI 700 to:

- Implement a socialized pricing scheme in setting water rates whereby the more affluent, heavy users pay more per unit than the low-income, minimal users of water;
- b. Ensure that the water rates are not abruptly increased beyond the water user's capacity to pay whereby the minimum monthly charge (MMC) shall not exceed 5% of family income of the low-income group;
- c. That each increase in water rates does not exceed 60% of the current rate:
- d. Implement 100% metering to insure correct charging of water actually consumed and to discourage its wasteful use; and
- e. To conduct public hearing prior to any proposed increase in water rates.

Also, to abide by the provision of LOI 744 to:

- a. Implement expansion plans in phases so as to keep in step with growth in demand without resulting in excess capacity;
- 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 and other related aspects of District
 operations;
- Adopt a comprehensive program and system of public consultation, both formally in hearing and informally through an education program, when considering increases of water rates;
- d. See to it that composition of the Board ensures that the consumers are properly and fully represented;
- e. District's Board of Directors approves the water rates schedules after and based on the proceeding during the public hearing conducted for the purpose;
- f. Said water rates schedules shall be submitted to LWUA for review and confirmation;
- g. The LWUA's reviewed and confirmed water rates shall be executory 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 by a water consumer to the National Water Resources Board (NWRB);
- h. Any NWRB decision on the appeal shall be appealable to the Office of the President of the Republic of the Philippines.

For structuring of water rates, please refer to APPENDIX "B".

B. AUTOMATIC COST ADJUSTMENT FORMULAE:

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

There 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 follows, to wit:

1. POWER - COST ADJUSTMENT FORMULA:

PCA = (PCa p PCb) (Bb/Ba)

Where:

PCA - Power cost adjustment in P/cu.m.

PCb - Base power cost per cu.m.

Ba - Total water currently billed in cu.m.

Bb - Total water produced in cu.m.

2. FUEL - COST ADJUSTMENT FORMULA:

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

Where:

FCA - Fuel cost adjustment in P/cu.m.

FCa - Current fuel cost per cu.m.

FCb - Base fuel cost per cu.m.

Ba - Total water currently billed in ccu.m.

Bb - Total water produced in cu.m.

3. LABOR - COST ADJUSTMENT FORMULA:

LCA - ALC-ELC

Where:

LCA - Labor cost adjustment in P/cu.m.

ALC - Adjustment labor cost in P/cu.m.

New Salary/Revenue x Official Rate

ELC - Existing labor cost in P/cu.m.

4. FOREIGN EXCHANGE COST ADJUSTMENT FORMULA:

FEA = (OER) ER - ER

Where:

FEA - Fareign exchange cost adjustment in P/cu.m.

OER - Current exchange rate/Previous exchange rate

ER - Effective rate

= Total sales, P/Total billing cu.m.

For further clarification, please refer to APPENDIX "C".

SECTION 8. SIZE AND LOCATION:

- a. The management reserves the right to determine the size and location of service 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 General Manager 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 materials.
- d. The sizing of customer's service connection pipelines shall be determined by the District such that:
 - 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 be less than THREE (3 psi) PSI at first faucet (left and right neighbors);
 - 3. Any water delivery below the 3 PSI minimum may 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 volition;
 - 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 shall be free
 from 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 the location of the proposed connection, and shall agree to hold the District blameless for any damage arising out of low pressure or high pressure condition 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 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 a customer except in case of disconnection of water service where the District is forced to lock the valve.

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

SECTION 11. PAYMENT OF WATER BILLS:

A. <u>WATER CHARGES OR BILLS</u> shall start immediately after the water service connection is installed, commissioned and turned-over to the customer or his agent.

Based on the number of days consumption, billing of new connection shall be as follows:

- 1. 15 days or more regular billing
- 2. Less than 15 days:
 - a. Ii consumption exceeds 10m³, regular billing shall be applied.
 - b. If consumption is less than 10m³ but more than 5m³, 50% of the minimum charge shall be applied.

- c. If consumption is less than 5m³, no billing shall be made for the month and consumption shall be included in the next month's billing.
- B. **WATER BILLS** are due and payable at the WD office or at other designated places on the DATE specified on the WATER BILL.
- C. <u>DELINQUENT PAYMENT OF WATER BILL</u> shall be subject to temporary disconnection.
 - 1. All water bills that become overdue shall be subject to a penalty charge of 10% of the current billing.
 - 2. If no payment is made after due date, service will be disconnected without further notice.
 - 3. All inactive Service connections not reconnected after days shall be disconnected from the distribution line tapping point.
 - 4. If the disconnected service connection will decide for reconnection after, it has been disconnected from the tapping point, payment of charges and fees for new connection shall be applied.
 - E. Inactive concessionaires for more than six (6) months will be considered as new connection and are subject to the Installation/Application Fee:
 - F. Failure to receive a BILL or STATEMENT of account does not relieve the customer of liability.
 - G. Payment of bill by check shall be in the name of the WD and any bounced check that has no sufficient deposit shall still be considered as UNPAID. Such service shall be considered as delinquent and subject to DISCONNECTION if said bouncing check is not made good within the DUE DATE.
 - H. Any amount due shall be deemed debt to the Kabankalan city Water District and any person, firm or corporation failing, neglecting or refusing to pay said indebtedness shall be liable to civil action in the name of said District in any court of competent jurisdiction for settlement/collection of debt.

REVISED NEW SERVICE CONNECTION FEES

I. Application/Installation Fees: (Inclusive of water meters and various office forms)

3/4"	₽ 2,200.00
1"	P. 2,200.00
2"	₽ 4,500.00
3"	₽ 5,800.00
4"	₽ 7,500.00

II. Reconnection/Re-Opening Fee:

The charges for reconnection or re-opening vary with time and accounts as follows:

1. below one month with or without account - P50.00

2. More than 1 month but less than 1 year with account - P200.00

3. one month up without account- P200.00

4. More than 1 year with account- P2, 200.00

III. Inactive Accounts:

Inactive concessionaires for more than twelve (12) months will be considered as new connections and are subject to the Installation/Applications Fee.

IV. Charges per Joint:

Minimum service charge per item as appearing in the table below.

Material	½" Ø	³¼" Ø	1" Ø	1 1/2" Ø	2" Ø
GI Pipe, 6LM	₽ 30.00	P 40.00	P 45.00	P 55.00	P 65.00
GI Elbow 90°	30.00	40.00	45.00	55.00	65.00
GI Tee	30.00	40.00	45.00	55.00	65.00
GI Nipple	30.00	40.00	45.00	55.00	65.00
GI Union Patente	30.00	40.00	45.00	55.00	65.00
GI Coupling	30.00	40.00	45.00	55.00	65.00
Faucet	30.00	40.00	45.00	55.00	65.00
Stop Cock	30.00	40.00	45.00	55.00	65.00
Gate Valve	30.00	40.00	45.00	55.00	65.00
Reducer	30.00	40.00	45.00	55.00	65.00
PE Tube, 6 LM	30.00	40.00	45.00	55.00	65.00
GI Street Elbow	30.00	40.00	45.00	55.00	65.00
GI Bushing	30.00	40.00	45.00	55.00	65.00
Saddle Clamp	100.00	150.00	175.00	200.00	250.00
Ball Valve	30.00	40.00	45.00	55.00	65.00

V. Excavation Fee: (Tapping from Main Line)

40 CM Width by 50 CM to 1M Depth

	Minimum Charge	Above
	1 meter deep	Over 1 meter
Soft Soil	₽ 150.00	P 250.00
Combination Soft and Hard	200.00	350.00
Hard	250.00	450.00
Macadam	350.00	600.00

VI. Boring Fee:

	½" Ø	³⁄₄" Ø	1" Ø	1 ½" Ø	2" Ø
PVC Pipe	P 150.00	P 175.00	P 200.00	₽ 300.00	P 350.00
Asbestos Pipe	150.00	175.00	200.00	300.00	350.00
GI Pipe	250.00	275.00	300.00	350.00	400.00
CI Pipe	275.00	400.00	450.00	475.00	550.00

VII. Pipe Threading

1/2" Ø Pipe	₽30.00 per end thread
¾" Ø Pipe	40.00 per end thread
1' Ø Pipe	45.00 per end thread
1 1/2" Ø Pipe	50.00 per end thread

VIII. Replacement/Installation of Bathroom Fixtures:

Repair of Shower Head	₽	50.00 each
Replacement of Lavatory & Accessories	₽	150.00 each

SECTION 12. TAMPERING WITH DISTRICT PROPERTY:

- a. Only KCWD authorized employee or representative of the WD 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.
- b. Anyone caught stealing water by 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 the criminal act of qualified theft for water,
 - 3. Penalty, or the imprisonment as charge.
 - 4. Cost of damages to District property or other private properties.
 - 5. Incidental expenses actually spent in the maintenance of peace and order in reaction to customer's attitude necessitating assistance from the PNP or other government official also expenses for uncovering such violations.

The above charges due to pilferage/tampering are included in district's Consolidated anti-Pilferage Policy and Practice, termed as appendix "D".

- c. If the discovery and apprehension was made possible by an informer volunteering information of the crime or pilferage, the informer/s will receive an incentive/ reward of five hundred (P500.00) pesos.
- d. In the case of KCWD concessionaires or non-concessionaires who are caught using water illegally, a fine as follows to wit:

a. 1st Offense - P1,000.00 + cost of estimated water

consume during the period of illegal use or

filing of criminal charge.

b. Offense - ₽2,000.00 + cost of estimated water

consume during the period of illegal use or

filing of criminal charge.

c. 3rd Offense - disqualification from getting water service

and automatic filing of criminal charge

provided for in the law.

SECTION 13. <u>DISPUTED BILLS</u>: In the event a customer makes a complaint that his/her water bill is excessively charged the following must be done, to wit:

- a. Re-reading of the water meter shall be made to check its accuracy;
- b. A check or inspection shall be made to determine if there is a leakage after the meter;
- c. If there is no leak, the water meter shall be subjected to an accuracy test under the following terms and conditions, to wit:
 - 1. If the accuracy of the meter shows over-registration, the customer will be refunded the amount equivalent to the actual efficiency minus the standard.
 - 2. If the accuracy test shows that the meter is under registration over and beyond the accuracy standard, the customer must be billed an additional amount equivalent to the difference between the actual and standard reckoned for a period of three (3) months.
- d. In case the existence of a leak after the meter is discovered, the water bill shall be charged as follows, to wit:
 - a. Below $\stackrel{\square}{=}$ 5,000.00 current bill payable in twelve (12) equal monthly.
 - b. P 5,001.00 to P 10,000.00 current bill payable in eighteen (18) equal monthly.
 - c. P 10,000.00 up current bill payable in twenty four (24) equal monthly.

SECTION 14. REFUNDS AND ADJUSTMENTS:

Refund of service connection fees maybe allowed upon written request by the applicant, provided the service connection has not been installed. A processing fee of 10% shall be deducted from the total amount paid.

Adjustment of water bill, for any reason, a customer is entitled to a refund on over payment for a just cause; the Commercial Division shall automatically record it as advance payment.

SECTION 15. <u>CROSS-CONNECTION</u>: 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, that private water supply with booster pump shall be required to extract water only from a sump tank for pumping to an elevated reservoir while the water district in turn is obligated to provide water supply to the sump tank at free flow or at near atmospheric condition.

SECTION 16. TURNING OFF OF WATER SUPPLY:

- a. No charge will be made for shutting off the water supply when requested by the customer for closing of an old account.
- b. If a District's representative is in any way prevented from disconnecting a water supply service for non-payment or for any infractions of District rules and regulations, the Water District may take any remedial measure or legal means it deems necessary to effect the disconnection. The consumer must pay consequent cost of such efforts plus the estimated cost or reconnection in full before the service is restored.
- c. The District, upon request or for emergency reason shall shut off at any time of the day or night the water supply at the ball valve or gate valve without charge to the water consumer, and that the District shall turn on the water supply after repairs are made.

SECTION 17. <u>MAINTENANCE OF WATER PRESSURE AND SHUTTING DOWN FOR EMERGENCY REPAIRS</u>:

The District shall not be held responsible for the maintenance of water pressure and it reserves the right to shut down water supply service during an emergency repair or for other causes, which on the discretion of the District necessitates such discontinuance of service. Customers who are dependent on continuous water supply should provide their own "EMERGENCY WATER STORAGE".

Section 18. WATER USED WITHOUT VALID APPLICATION:

A person, firm or corporation taking possession of premises and using water from active water lines without having registered application to the District for water service shall be held liable for the water used. The service will be disconnected by the District without prior written notice. The quantity of water consumed shall be estimated applying the acceptable practice, shall be due and demandable or filing of criminal.

SECTION 19. SUBDIVISION AND MAIN EXTENSION:

- a. Any owner or developer/subdivider of a single lot or subdivision or tract of land desiring to avail of District water service shall make a proper application to the District.
 - The District shall conduct routine field inspection to determine the feasibility/viability of such application.
- b. Turnover of subdivision water facilities to the District is subject to District's Subdivision and Expansion Policies among which are:
 - That the system is BUILT AS NEW. It means that the facilities subject to turnover are still capable to generate revenues sufficient to finance the replacement of retiring facilities, repair or deteriorated and rehabilitation of obsolete/substandard systems.
 - 2. That the subdivision owners shall be required to submit the plans and specification of the existing water supply system.
 - 3. That the water system shall be assessed to determined its present condition.
 - 4. The subdivision owners/developers shall determine the cost of their water supply system so as to ascertain the actual value of their asset which will form part of the property of KCWD should the same be donated to the latter.
 - 5. After determination of the total condition of the facilities and finding within the KCWD and LWUA's specification and standards, the subdivision owners/developers may donate the water supply system to KCWD to enable the latter to assume full responsibility for the repair and rehabilitation thereof.
 - 6. The rehabilitation and upgrading of works in accordance of the KCWD's standards shall be for the account of the subdivision owners/developers, who shall fail or refuse to donate their water supply system to KCWD.
 - 7. That the turnover facility should be compatible so as not to affect adversely existing system financially and physically.
 - 8. That turnover of assets, rights and permits are free of charge to the District.
- c. Subdivision Development under Conception For such projects the District must intervene to ensure that water franchise is properly protected.
 - 1. The subdivision owner/developer should submit all plan and specifications of the proposed water system.
 - 2. To ensure that the water supply system is within the KCWD standard, the KCWD will approve the plans and specification of the proposed water system prior to its implementation.

- 3. That the owner shall construct the water system in accordance with the approved plans and specifications.
- 4. That the subdivision owner/developer should request for a technical assistance from KCWD during the construction of the water supply system.
- 5. That the subdivision owner/developer shall pay four (4) percent of the total project cost to KCWD upon the approval of the plans and specifications of the proposed water system and which cost shall be applied for the following services, to wit:
 - a. Close supervision during pipe laying, especially on sand bedding.
 - b. Daily inspection to ensure that the interconnection is properly done to avoid future leakage.
 - c. Disinfection/pressure testing of the total system.
- That KCWD shall conduct a close monitoring of the project implementation and the acceptance of the water supply system will be made upon passing all required testing.
- 7. That the subdivision owner/developer shall turnover through donation its water supply system to KCWD whereby after which full responsibility over the same shall be vested upon KCWD.
- d. If the proposed development is under the supervision of the LGU, the District must exercise open collaboration with the said government unit to ensure that the program would be compatible with local applications. Meaning, the design construction and operation of such water system should be maintained within the established WD standard. This is required particularly in anticipation for the future turnover of the water supply system the Water to District.
- **SECTION 20**. If any section, subsection, sentence, clause or phase of these rules and regulations is, for any reason, held to be unconstitutional, illegal or unlawful, such decision shall not affect the validity of the remaining portion of the rules and regulations. The District's Board of Directors hereby declares that it would have adopted these rules and regulations irrespective of the fact that one or more section, subsection, sentence, clause or phase be declared unconstitutional, illegal or void.

Adopted by BOD Board Resolution No. 06 Series of 2017 dated January 10, 2017 at KCWD Office, Kabankalan City.

DEMETRIO MIGUEL D. RUIZ

Chairman

REV. NOE H. ABELLO Vice-Chairman AMIE G. CANLAS Member

ENGR MA. JUNALIN A. GARGANTIEL
Member

JOCELYN E. YNCHAUSTI

Member

CONFORME:

ENGR. RICARDO M. REGALIA, JR.

General Manager

APPENDICES

A. STRUCTURES:

- 1. Water rates after affected by the use classification such as:
 - a. Domestic/residential/government, factor 1.00
 - b. Semi-Commercial, factor 1.50
 - c. Commercial, factor 2.00
 - d. Bulk/wholesale, factor 3.00
- 2. Water rates also consider size of connection in computing the Minimum Monthly Charge, such as:
 - a. $\frac{1}{2}$ " 1.0 (unity)
 - b. $\frac{3}{4}$ " 3.2 times the MMC of $\frac{1}{2}$ " connection
 - c. 1" 6.4 times the MMC of ½" connection
 - d. 1-1/2" 16.0 times the MMC of $\frac{1}{2}$ " connection
 - e. 2" 40.0 times the MMC of $\frac{1}{2}$ " connection
 - f. 3" 72.0 times the MMC of $\frac{1}{2}$ " connection
 - g. 4" 144.0 times the MMC of ½" connection
 - h. 6" 240.0 times the MMC of ½" connection
 - i. 8" 384.0 times the MMC of $\frac{1}{2}$ " connection
 - j. 10" 552.0 times the MMC of ½" connection
- The commodity charge increases as the number of consumption blocks of 10 cu.m increases. The commodity charge per block is the same irrespective of size of connection.

The commodity charge for other use classification is equivalent to commodity charge of a domestic connection per consumption block multiplied by the use factors of 1.00, 1.50, 2.00 and 3.0.

B. EXISTING WATER RATE OF KABANKALAN CITY WATER DISTRICT:

- 1. Was submitted for public hearing on January 24, 2008, conducted at Kabankalan Farmer's Training Center, Kabankalan City.
- 2. It was received and confirmed by LWUA BOT on April 22, 2008 by virtue of Board Resolution No. 56, Series 2008.
- 3. It was approved by Kabankalan City Water District Board thru Resolution No. 37 series of 2008 dated May 2, 2008.
- 4. Implemented effective May 2008 after SEVEN (7) DAYS of posting

C. ADJUSTMENT OF WATER RATES

Adjustment Formula:

1. POWER – COST ADJUSTMENT (ELECTRIC POWER)

PCA – (PCA – PCb) (Bb/Ba)

Where,

PCA, power cost adjustment in P/cu.m.

PCA, current power cost per cu.m.

PCb, base power cost per cu.m.

Ba, total water currently billed in cu.m.

Bb, total water produced in cu.m.

Example:

Given:

<u>Months</u>	Pumping Cost	Total Production (cm)	Total cu.m. Billed
November	P 219,541.47	390,000 cu.m.	175,804 cu.m.
December	P 241,889.86	390.000 cu.m.	175,804 cu.m.

Computation:

- 1. PCa = P241,889.86/390,000 = P0.62/cu.m.2. PCb = P219,541.47/390.00 = P0.56/cu.m.
- 2. PCb = P219.541.47/390.00 =P0.56/cu.m.
- 3. Bb = 390,000 cu.m.
- 4. Ba = 175,804

Adjustment:

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

= (0.62 - 0.56) (390,000/175,804)

 $= (0.06 \times 2.218)$

= ₱ 0.13/cu.m

Application to Water Billing:

- Example A: Residential connection consuming 25 cu.m. $PCA = 25 \times 0.13 - P3.25$
- Example B: Commercial connection consuming 150 cu.m $PCA = 150 \times 0.13 - P19.50$
- Residential connection billing (25 cu.m)

Minimum charge (to cu.m) P44.80 11-20 cu.m. 24.50 21.25 cu.m. 12.75 Total water bill - P82.30 Add: PCA - 3.25 Total - P85.30

• Commercial connection billing (150 cu.m.)

 Minimum charge
 P98.60

 11-20 cu.m.
 49.00

 21-30 cu.m.
 51.00

 31-150 cu.m.
 708.00

 Total water bill

Total water bill - 897.60 Add: PCA - <u>19.50</u> Total - 917.10

CHECK:

Increase in Power Cost = P241,889.86 - P219,541.47

PCA Billing = P. 22,348.39 = 0.13 x 175,804 = P. 22,854.52

2. FUEL - COST ADJUSTMENT (DIESEL FUEL)

FCA = (Fca - FCb) (Bb/Ba)

Where,

FCA, fuel cost adjustment in P/cu.m.

FCa, current fuel cost per cu.m.

FCb, base fuel cost per cu.m.

Ba, total water currently billed I cu.m.

Bb, total water produced in cu.m.

Example:

Given:

<u>Month</u>	Pumping Cost	Total Production (cm)	Total cu.m. Billed
November	P 306,667.00	931,965 cu.m.	746,175 cu.m.
December	P 350,000.00	931,965 cu.m.	746,175 cu.m.
Computation:			

Computation:

1. FCb = P306,667.00/931,965 = P0.326/cu.m. 2. FCa = P350,000.00/931,965 = P0.3755/cu.m.

3. Bb = 931,964 cu.m.

4. Ba = 746,175 cu.m.

Adjustment:

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

= (0.3755 - 0.329) (931,965/746.175)

 $= (0.0465 \times 1.248)$

= P0.058 or P0.06/cu.m.

Application to Water Billing:

- Example A. Residential connection billing (25 cu.m.)
 FCA 25 x 0.06 = P1.50
- Example B. Commercial connection consuming 150 cu.m. FCA − 150 x 0.006 = ₱9.00
- Residential connection billing (25 cu.m.)

 Minimum charge (to cu.m.) = ₽ 44.80

 11-20 cu.m. = 24.50

 21-25 cu.m. = 12.75

 Total water bill = ₽ 82.05

 Add: FCA = 1.50

Total Bill

₽ 83.55

=

• Commercial connection (150 cu.m.) Minimum charge (to cu.m.) P 89.60 = 11-20 cu.m. 49.00 = 21-30 cu.m. 51.00 31-150 cu.m. 708.00 = Total water bill = P897.60 Add: FCA 9.00 = Total Bill ₽906.60 =

3. LABOR - COST ADJUSTMENT

LCA = ALC - ELC

LCA – Labor cost adjustment in P/cu.m.

ALC – Adjusted labor cost in P/cu.m.

- New Salary/Revenue x Official Rate

ELC – Existing Labor Cost in P/cu.m

- current Salary/revenue x Official Rate

Example:

Given:

 Salaries before wage order
 P 189,013.00

 Salaries after wage order
 P 239,411.00

 Effective rate
 5.23

 Total Water Sales
 P 904,902.00

 Total cu.m. billed
 172,870 cu.m.

Computation:

LCA = $P239,411/P904,902 \times 5.23 - P189,013/P904,902 \times 5.23$ = 1.383 - 1.092 = P0.291/cu.m.

Application to Billing:

• Example A. Domestic connection (25 cu.m)

 $LCA-25 \times 0.291 = P7.275$

• Example B. commercial connection (150 cu.m)

 $LCA-150 \times 0.291 = P43.65$

Residential connection billing:

Minimum charge (to cu.m.)	=	₽ 44.80
11-20 cu.m.	=	24.50
21.25 cu.m.	=	12.75
Total water bill	=	P 82.05
Add: LCA	=	<u>7.275</u>
Total Bill	=	P 89.328

• Commercial connection (150 cu.m.)

Commercial connection (130 cu.n	11. <i>j</i>	
Minimum charge (to cu.m.)	=	₽ 89.60
11-20 cu.m.	=	49.00
21.30 cu.m.	=	51.00
31-150 cu.m.	=	<u>708.00</u>
Total water bill	=	897.60
Add: LCA	=	<u>43.65</u>
Total Bill	=	₽941.25

4. FOREIGN EXCHANGE-COST ADJUSTMENT: This formula is used when the costs of the materials being used by the District, which are imported, are affected by the fluctuation of the foreign exchange.

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

Where,

FEA, Foreign exchange-cost Adjustment in P/cu.m.

OER, Official Exchange Rate ration, P/US\$

= Current Exchange Rate/Previous Exchange Rates

ER, Effective Rate

= Total sales, P/Total Billing, cu.m.

Example:

Given:

Current Exchange Rate = \$\mathbb{P}28.00/US\$

Previous Exchange Rate = \$\mathbb{P}23,00/US\$

Total Water Sales = \$\mathbb{P}904,920.00

Total cu.m. Billed = \$172,890.00

Computation:

FEA=28.00/23.00 x (904,902/172,890) - 904902/172,890 1.21 (5.23) - 5.23 - P1.09/cu.m.

Application:

Example A: Residential connection (25 cu.m.) $LCA = 25 \times 1.09 = P27.25$ Example B. Commercial Connection (150 cu.m) $LCA = 150 \times 1.09 = P163.50$

- Residential connection billing:

Minimum charge (to cu.m.) = P44.80

11-20 cu.m. = 24.50

21.25 cu.m. = 12.75

Total water bill = P82.05

Add: FEA = 27.25

Total Bill = P109.30

Commercial connection (150 cu.m.)

₽89.60 Minimum charge 11-20 cu.m. 49.00 = 21-30 cu.m. 51.00 31-150 cu.m. 708.00 = Total water bill = 897.60 Add: FEA 163.50 = Total Bill = 1,061.10

KASUNDUAN

SAKSIHAN:

1. Na ang Distrito ay nakikipagkasundong magtutustos ng tubig sa KUSTOMER ng naayon sa pagtatakda ng obligasyon ng dalawang partido nang mga sumusunod:

NA ANG KUSTOMER:

- a. Ay nangangakong magbabayad ng lahat ng obligasyong pinansyal na dapat bayaran sa takdang panahon na may kinalaman sa serbisyo ayon sa aplikasyon hanggang sa panahon na ng serbisyo ay itigil na batay sa sulat kahilingan ng customer.
- b. Pinapawalang sala and DISTRITO sa pananagutan na maaring idulot ng tubig palampas ng metro na dumaloy o dili kaya'y nawala sa linya ng tubo o dili kaya'y anumang parteng sistemang pantubig sa loob ng tahanan o dili kaya'y bakuran na ang dahilan ay ang pagkawala ng serbisyo ng tubig na ang dahilan ay labas sa kakayahan ng kontrol ng DISTRITO.
- c. Nananagot ang Kustomer sa mga pandaraya sa gamit sa tubig at pagkasira ng pasilidad ng DISTRITO dahil sa pinayagang gumawa ng mga pagawaing labag sa batas ng DISTRITO, "Provincial Water Utilities Act of 1973 at ang Water Crisis Act of 1995).
- d. Pinapayagan ang lihitimong ahente o tauhan ng DISTRITO na bumisita sa bahay at kapaligiran ng tinutustusan ng tubig upang basahin ang metro, inspeksiyon ng kalagayan ng metro at malaman ang kalagayan ng antas ng serbisyo ng tubig sa loob ng bahay at bakuran upang masiguro kung malakas pa ang presion at hindi nahaluan ang tubig ng tubig galing sa ibang poso/sistema at upang ipatupad and ibang alituntunin ng DISTRITO.

NA ANG DISTRITO:

- a. Magsisikap at maingat na magbigay ng serbisyo ng tubig na malinis, sagana, maasahan at mura sa abot ng kakayahan ng mga mahihirap DALAWAMPU'T APAT (24) NA ORAS sa isang araw sa 100 porsiyento (100%) ng lahat ng barangay o dili kaya'y pamayanang kanyang nasasakupan
- b. Ipagpaalam muna sa mga KUSTOMER and lahat ng anumang pagbabago ng pagpapatakbo ng DISTRITO at ito ay paiiralin lamang paglampas ng TATLUMPUNG (30) ARAW na ito ay naikalat sa kaalaman ng mga KUSTOMER.
- c. Iharap sa katipunan ng mga kustomer lahat ng mga proyekto pinunduhan ng malaki at utang at lahat ng pagbabago sa taripa ng tubig serbisyo ng DISTRITO.

- d. Masigasig at matapat ang pagmamanman, inspeksyon, imbestiga, paghuli at pagpaparusa sa mga lumalabag sa KASUNDUANG ito, mga polisya at palakad ng DISTRITO, at ng mga batas na nakasaad sa Provincial Water Utilities Act of 1973, ang Water Crisis Act of 1995, Water Code of the Philippines, Civil Code of the Philippines, etc.
- 2. Na ang lahat ng pamantayan ng DISTRITO sa pakikipagkasundo sa KUSTOMER ay dapat naaayon sa Alintuntunin at Patakaran ng DISTRITO (Rules and Regulations).
- 3. Na ang KUSTOMER na hindi nakabayad ng takdang obligasyon ay wala nang karapatang gumamit pa ng serbisyo ng tubig at ito ay dapat nang putulan o lagutan ng serbisyo para sa ikakabuti at kapakanan ng mga nakakaraming KUSTOMER na masunurin sa batas at alintuntunin ng DISTRITO.
- 4. Na ang nagmamay-ari ng lupa/bahay ng koneksyon ng tubig ang siyang mananagot sa anumang bayarin na maiiwan ng pansamantalang umukupa o umupang KUSTOMER.

), ang magkabilang panig ay lumagda sa ibaba nito ,, bayan ng
KUSTOMER	MAY-ARI NG BAHAY/LUPA
<u>UMAAYON:</u>	TESTIGO NG KUSTOMER:
ASAWA NG KUSTOMER	
NAGPAPAYONG PAGTIBAYIN:	<u>PINAGTIBAY</u> :
Puno, Tanggapan ng Pangkalakal Ng Distrito	Punong Tagapamahala ng Distrito

PROPOSAL: The standard service connection sketch and estimate of materials and plumbing fees is to be converted also as Certification to be issued by the customer after completion of work (installation of pipeline/service connection and before backfilling and after turnover or commissioning of service).

This is intended to protect the interest of District personnel against charges of conniving with customer in doing illegal acts or pilferage.

The penalty is:

1. Perpetual disqualification from working in government;

once any tap/faucet/outlet is opened.

2. Imprisonment up to 21 years much longer that the customer.

CERTIFICATION:

That I,		acknowledged the following, to wit:
	1.	That the installation of my water service from the mainline/distribution line starting with the saddle clamp to the meter stand is in accordance with District Standards as illustrated in the accompanying sketch.
	2.	That the materials listed hereunder were also installed as per set standards and specification except the following:
	3.	That a new water meter with Brand, Serial No, and Size was also installed in good working condition.
	4.	That the service was commissioned and turned over to me in good working condition (with the meter unmoving if all taps/faucets/outlets are closed) and same operational

I. BILL OF MATERIALS	——→ ¥_	
	UNIT COST	TOTAL COST
pc. Saddle Clamp,		
pc. Replacement Piece,		
pc. Elbow,		
mts. PE Tubing		
pc. Check Valve,		
pc. Elbow Reducer		
pc. GI Meter Stand (I),		
pc. GI Meter Stand (0),		
pc. Ball Valve,		
pc. Street Elbow,		
pc. GI Pipes,		
pc. Gl Bushing,		
set. Water Meter,		
pc. GI Coupling,		
rolls Teflon Tape,		
IV.A. Mainline/Tapping point		
IV.B. Service Connection Line		
N/5 / 0		
IV.B.1 Concrete		
IV.B.2. Asphalt		
IV.C.3 Earth		
V. BORING/JETTING		
Signature Over Printed Name of Customer	Date:	
	Installed by:	
	Date:	
	Turnover by:	
Date/Time	Date:	
Note:		
Engineering Division Manager C	Commoraid Di	vision Managar
Engineering Division Manager C	Commercial Di	vision Manager

Serye ng _____

KINIKILALA/PINAPATUNAYAN

	SA HARAP KO, isang no ng					
	G./Gng./Bb.		na	may	CTC	No.
		, at G./Gng./Bb				
noor	may CTC No ng	tiliubus na kilala ko at s	sa sa akin av	kinikilalar	ng pareho	ng mga
tao i	na nagpasiya na gumawa ng	g papeles na KASUNDU	AN sa Se	rbisyo ng	Tubig at	Inaamin
	sa harap ko na ito ay ginawa					
	Itong kasulatan ay tinul pahina kasama ito aplikante, may-ari ng bahay at saka sa ibaba ng F	ng pagkilala/pagpapatun y/lupa at ang kanilang t	ay, nilagd	aan ng mg	ga partido	o, asawa
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ACKNOWLEDGEMENT

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WATER SERVICE CONTRACT

This Water Service Contract is entered into by and between KABANKALAN CITY WATER DISTRICT, hereinafter referred to as KCWD, and the registered consumer hereinafter referred to as Concessionaire.

The parties agree, stipulate and bind themselves, as follows:

1.	 KCWD shall provide water service 	connection to the Concessionaire at
	(house no, Street,	Barangay, Municipality)

- 2. KABANKALAN CITY WATER DISTRICT shall not be responsible for any interruption of water service for causes beyond its control nor liable to the Concessionaire for Damage caused by defective connection.
- 3. KABANKALAN CITY WATER DISTRICT shall determine the size of the service connection as well as the location of meter stand assembly, and hereby reserves the right to transfer it whenever effective water service necessitates such transfer.
- 4. KABANKALAN CITY WATER DISTRICT shall furnish all necessary pipes, fittings, materials and meter from the tapping point up to the meter stand assembly and bills the consumer for said materials based on KABANKALAN CITY WATER DISTRICT's prevailing cost of materials, labor and equipment used. The installation or laying of pipes or lateral after the water meter stand assembly, as well as its proper maintenance to prevent or repair pipe leakage and water contamination, is the sole responsibility of the registered consumer. Water, whether consumed or wasted, that passes through and is registered by the water meter, shall be paid by the consumer.
- 5. Where the water service connection applicant is not the owner of the tenement or premises (lot or building) where the water service connection is to be installed or where his line passes through, the applicant shall be responsible for securing the written consent of the said lot owner where the service connection is to be installed or passes. In case the applicant cannot secure necessary consent from the owner, a waiver shall be executed by the applicant. Any misrepresentation or falsification shall be a just course for the termination by KABANKALAN CITY WATER DISTRICT of the WATER SERVICE CONTRACT.
- 6. KABANKALAN CITY WATER DISTRICT reserves the right to cut off the supply or disconnect the service connection for any of the following reasons/causes:
 - a. for repair
 - b. nonpayment of water bill when due
 - c. for fraudulent practice in relation of the use of water
- 7. A penalty of 10% of the amount of bill will be added if is not paid on or before due date.
- 8. The customer shall have his service connection metered. The customer will be fully responsible for the protection of the water meter against damage or loss.

- 9. KABANKALAN CITY WATER DISTRICT reserves the right to disconnect a water service connection upon failure of the consumer to pay water and other fees due date. The failure to receive a water bill or collection notice does not relieve the consumer of his/its obligation to pay or KCWD's right to disconnect the water service connection upon failure to pay.
- 10. A service line disconnected on account of delinquency will be reconnected only after water fees in arrears, interest, reconnection fees shall have been paid. Only KCWD plumbers, with appropriate job orders, are authorized to reconnect or reopen a closed service line, otherwise it shall be considered as prima facie act of illegal opening.
- 11. KABANKALAN CITY WATER DISTRICT reserves the right to assign or transfer the registration and ownership of delinquent and disconnected account/s to any third person if the latter agrees to assume, and actually pays the unpaid account of the delinquent concessionaires if the delinquent concessionaire makes no payment within six (6) months following the date of disconnection.
- 12. In the event that the registered concessionaire sells, leases or transfers his/its ownership or right over the house, tenement or premises where the water service line has been installed, he or she shall notify KCWD of such fact. In wanting absence of such written advice from the concessionaire will make him/it responsible for the payment of the water bills as well as illegal acts committed by the new owner, lessee or tenant.
- 13. KABANKALAN CITY WATER DISTRICT shall not be held liable for damages arising from water service interruption due to causes which are beyond its control, or from maintenance work done to its facility. It shall, however, notify the affected areas for planned water service interruption due to maintenance work/causes within the control of KCWD, through radio and/or newspaper announcements or other means.
- 14. In case of meter pilferage, the concessionaire who retains exclusive ownership over the stolen meter, shall asume all the responsibilities over the stolen meter.
- 15. The concessionaire hereby agree to allow and permit authorized KCWD employees to enter his house or premises for purpose of inspection on in-house laterals as well as determining and removing reported illegal service connections.
- 16. KABANKALAN CITY WATER DISTRICT has the right to shut off or disconnect existing water service for any of the following causes or grounds:
 - a) in case of water pilferage through whatever means
 - b) breach or violation by the consumer of any of the terms of this contract
 - c) repair and prevention of contamination; and
 - d) any misrepresentation made by the concessionaire at the time of the application for water service.
- 17. The concessionaire also agrees and binds himself/itself to observe and comply with other pertinent KCWD rules and regulations including those which shall hereafter be promulgated after proper notice to the concessionaires.

	s have hereunto affixed their signatures this day of pankalan city, Philippines.
	KABANKALAN CITY WATER DISTRICT
Registered Concessionaire/Applicant (Signature over Printed Name)	RICARDO M. REGALIA JR General Manager
Concessioner's Spouse	-
Signature of House/Lot Owner (In case concessioner Rents)	-

KABANKALAN CITY WATER DISTRICT

Cor. Rizal-Tayum Streets, Kabankalan City, Negros Occidental

THE WATER EXTENSION POLICY

DECLARATION OF POLICY

WHEREAS, the Kabankalan city Water District was created by authority of Presidential Decree No. 198, as amended, for the purpose of, among others, "acquiring, installing, improving, maintaining and operating water supply and distribution system for domestic, commercial, industrial, municipal and agriculture uses;

WHEREAS, it is the intent of the Kabankalan city Water District to Extend to all citizens, Government agencies, business and industries within the boundaries of the District the benefits of an abundant supply of safe and potable water with adequate pressure and reasonable cost. However, financial consideration precludes the immediate extension of water service to all areas within the District boundaries;

WHEREAS, it is likewise the intent of the Kabankalan city Water District standard procedure in the evaluation and implementation of request for interconnections or turned over of the system of existing or still to be developed subdivisions, for the mutual benefits and advantages of both the Water District and the water consumer.

NOW, THEREFORE, the Board of Directors of the Kabankalan city Water District, by virtue of the power vested in it by Presidential Decree 198, as amended, do hereby promulgate the following measure:

CHAPTER 1

SECTION 1 TITLE - The provision of this resolution shall be known and referred to as the <u>"WATERLINE EXTENSION POLICY"</u> of the Kabankalan city Water District.

SECTION 2 DEFINITION - As used in this resolution, the following words and terms shall have the meaning herein set forth, unless a different meaning clearly appears from the context. The definition of a word or term applies to any of its variants.

- (a) **BOARD OF DIRECTORS** The Board of Directors of Kabankalan City Water District.
- (b) **DISTRICT** The Kabankalan city Water District, its General Manager, appointed officer and any other persons or bodies vested with authority, responsibility and jurisdiction in matter pertinent to said District.
- (c) **RESIDENTIAL** The use of water for ordinary home necessities of life.
- (d) **COMMERCIAL** The use of water for ordinary exercise of any commercial business, such as store, restaurants, public eating establishment, laundry, cinema houses, hotels, dormitories and the like, and use of water in the cleaning of vehicle, etc, as in gasoline stations.
- (e) INDUSTRIAL The use of water for ordinary exercise of any industry, such as bottling, ice plants, and use of water in the cooling system of power plants, and other structures of similar nature; and the use of water in making of raw materials into finished products as in hollow block factories, and the like.
- (f) **LAND DEVELOPMENT** Shall include the subdivision of land for any purpose other than Agriculture purposes.
- (g) **STRUCTURE** Any building or facility to be used for residential, commercial or industrial **purposes**.
- (h) **SUBDIVIDER or DEVELOPER** Any entity, persons, corporation, association or partnership engaged in land development either as owner of the land or agent of the owner, for any purpose other than agricultural purpose.
- (i) **BUILDER** Any person, corporation, association or partnership engaged in the construction of building or facility to be used for residential, commercial or Industrial purposes.
- (j) **OWNER** Any entity, persons, corporation, association or partnership responsible for the administration and management of the subdivision or building.

SECTION 3. STATEMENT OF THE POLICY - It is the policy of the District that system Expansion shall take place only after studies have shown the following:

- (a) That the physical additions of the system will be in conformity with the adopted design and construction standards contained in the Technical Standard Manual of the Local Water Utilities Administration (LWUA) so that there will neither be a maintenance cost;
- (b) That such expansion will not adversely affect existing customers;
- (c) That it is financially feasible and economically justifiable;
- (d) That it is keeping with existing adopted District rules, regulation and procedures;
- (e) That it is, in all other respects, to the benefits of the District; and
- (f) That it is in conformance with WD rules and regulations, certain provisions of PD 198, as amended and other applicable laws.

SECTION 4. SYSTEM EXPANSION - The District's water supply system may be extended or expanded either by construction of new facilities or by acquisition of existing facilities belonging to a sub divider or developer.

System expansion by new construction shall be limited to proposed projects which are adjacent to or within 100 meters of the District's distribution system. It shall be based on the result of a feasibility analysis.

An independent source, complete with all appurtenance and disinfection facility shall be required from the following:

- a. Subdivisions/ Barangay water system /Commercial establishment not within 100 meter radius from the existing Kabankalan city Water District mains of 6"Ø.
- b. Subdivision/Barangay Water System/Commercial Establishments within 100 meter radius from Kabankalan city Water District mains 6"Ø or with a density of greater than 300 houses.

In the location and geological condition of the subdivision/commercial establishments does not permit and additional source on site, the developer/owner shall pay Kabankalan city Water District for:

- a. the cost of adding an off-site source complete with appurtenances.
- b. The cost of transmission lines.

System expansion by new construction is classified into two categories, namely:

- a. Construction of new facilities in subdivisions/commercial existing on the date of the affectivity of this policy; and
- b. Constructions of new facilities in subdivision/commercial established after the approval of this measure.

CHAPTER II

SECTION 5. PROCEDURE AND REQUIREMENTS FOR WATER SERVICE TO EXISTING SUBDIVISION/COMMERCIAL ESTABLISHMENTS - The WD shall require the Owner to submit all pertinent information about its existing water supply system to allow for proper evaluation pertaining to conditions as set forth in Section 3 above.

- Name and Address of applicant. If corporation, association or partnership, names of principal officers, date of incorporation and date of registration with the Securities and Exchange Commission.
- 2. Vicinity map of the area, drawn to scale, showing the true distances to some know points within the water district area.
- 3. Approved subdivision/commercial establishment plan showing the lots, road lots and stall/block.
- 4. A preliminary plan of the proposed project, drawn to scale, showing all streets, properly lines and proposed land used, curbs and gutters, paving, sidewalks, storm drains, etc.
- 5. Topographic data. As a minimum evaluation at all street intersection referred to a datum which can be readily tied to the water district records.
- 6. A list of owner of lots for subdivisions or tenants for commercial establishments, and a statement whether the owner/tenant know that application is being made to the District to service the area.
- 7. A list of any privately owned wells or other sources within the area.
- 8. A statement as to whether streets are privately or publicity owned.
- 9. A statement of willingness to provide properly rights, easements and right of-way for all water facilities.
- 10. Any other information the district believes pertinent to consider in reviewing the application.

SECTION 6. REVIEW OF APPLICATION AND INFORMATION FOR WATER SERVICE TO EXISTING SUBDIVISION/COMMERCIAL ESTABLISHMENTS - The District shall review the application as well as the information furnished. Additional information maybe gathered by the District as part of the evaluation process.

SECTION 7. TERMS AND CONDITIONS FOR WATER SERVICES TO EXISTING SUBDIVISION/COMMERCIAL ESTABLISHMENTS - If the proposed expansion is feasible, corresponding agreement shall be entered into between the applicant and the District. The agreement shall contain, among others the following terms and conditions:

- (1) That the applicant shall grant easements to the District over all system facilities not within government roads.
- (2) The total cost of construction shall be borne by the applicant.

- (3) Ownership of all water facilities in the area shall belong exclusively to the District which shall have exclusive control over the management, administration, operation and maintenance of the said facilities.
- (4) In the event fire hydrants are required to be installed, the applicant agree to pay all required charges..
- (5) The applicant shall agree to abide by all district regulations regarding water services as well as any government requirements in this regard.
- (6) The size of the pipeline to be interconnected with the water mains shall be determined by the district.

The agreement shall be subject to the approval of the Board of Directors.

A. SUBDIVISION WITH EXISTING WATER SUPPLY SYSTEM

In the following cases, the Water District shall require the OWNER to submit all pertinent information on its existing water supply system to allow proper evaluation as it pertain to the condition set forth in Section 3 above.

- 1. The subdivision taps with the water distribution line of the Water District
 - a. The water supply system shall be assessed to determine its present condition and the rehabilitation and upgrading works necessary to bring it up to LWUA/WD standards.
 - b. The system may be tapped with the water distribution line of the Water District if the non-revenue water (NRW) is within the limit set by the water district. The OWNER shall be responsible for the cost of rehabilitation and upgrading works to reduce the NRW to a maximum of 20%.
- 2. The subdivision turns over through donation of its water supply system to the Water District.
 - a. The water supply system shall be assessed to determine its present condition and the rehabilitation and upgrading works necessary to bring it up to LWUA/WD's standards.
 - b. The system may be turned over to the WD if the NRW is within the 20% limit. The OWNER shall be responsible for the cost of the rehabilitation and upgrading works to reduce the NRW to the prescribed limit.
 - c. In consideration of the WD's assumption of perpetual responsibility for water service, the OWNER shall agree to the following:

- Transfer all water rights to the WD.
- Grant the WD unrestricted access to all system facilities
- Turn over through donation all system facilities and appurtenance assets to the WD.
- Secure the consent of the majority of homeowners or households to the turnover through donation of the water system facilities and appurtenant assets.
- d. The basis of billing shall be individual metering of the households.

B. SUBDIVISION WHOSE WATER SUPPLY SYSTEM IS STILL TO BE CONSTRUCTED

- 1. The following guidelines shall apply:
 - a. The Water District shall require the OWNER to submit all plans and specifications of the proposed water supply system for approval.
 - b. The OWNER shall construct the water supply system in accordance with the approved plans and specifications.
- 2. The Water District conduct close monitoring of the construction and the acceptance of the water supply system will be made upon passing all the required testing
- 3. The OWNER may request for technical assistance from the Water District during construction of the water supply system and shall enter into an appropriate Memorandum of Agreement with the Water District for the purpose.

SECTION 8. PROCEDURES AND REQUIREMENTS FOR THE WATER SERVICE TO NEW DEVELOPMENT - Before any request for service will be considered, the applicant shall furnish the District the following information:

- 1. Name and address of the applicant. If a corporation, names of principal officers and date incorporation.
- 2. A vicinity map of the proposed project area, drawn to scale, shows true distances to some known points within the water district service area.
- 3. A preliminary plan of the proposed project, drawn to scale, showing all streets, property lines and proposed land use.
- 4. Description and plans, if available, of other proposed improvement, such as curbs and gutters, paving, sidewalks storms drains etc.
- 5. Topographic data, proposed final elevations of all streets intersections referenced and to a datum which can readily be tied to the Water District's records.
- 6. Proposed project timing and phasing.

SECTION 9. REVIEW OF APPLICATION FOR WATER SERVICES TO NEW DEVELOPMENT - The District shall review the application and information furnished. It may also obtain some information from other sources as part of the evaluation process.

SECTION 10. TERMS AND CONDITIONS FOR WATER SERICES TO NEW DEVELOPMENTS - After the evaluation of the proposed expansion, the District shall advise the applicant in writing whether or not water service will be rendered by the District. The approval of the request for water service is subject to the following terms and conditions:

- 1. The applicant shall donate the water system to the district.
- 2. The applicant shall grant easements to the district over all system facilities not within the government roads.
- 3. The applicant shall donate to the district all properties to become part of the district's permanent system. Right-of-way shall be granted to the District on lands which the water facilities are laid or constructed.
- 4. In the event fire hydrants are installed, the applicant shall agree to pay all required charges..
- 5. The applicant shall agree to abide by all district regulations regarding water service, as well as any governmental requirements in this regard.
- 6. No connection to the District shall be permitted until all the required work has been completed.
- 7. Applicant shall provide evidence that the land is free of any lien or encumbrance on or if such exists, lien holders execute a written conformity to the terms and conditions herein set forth.

SECTION 11. DESIGN OF FACILITIES FOR WATER SERVICES TO EXISTING SUBDIVISION/COMMERCIAL ESTABLISHMENTS AND NEW DEVELOPMENT – If the conditions of service are acceptable, the applicant may choose the District to undertake final design and cost estimates.

However, if the applicant choose to design their own system, the District shall undertake evaluation of the design and cost estimates.

SECTION 12. PROCUREMENT OF MATERIALS AND CONSTRUCTION OF FACILITIES FOR WATER SERVICES TO EXISTING SUBDIVISION/COMMERCIAL ESTABLISHMENTS AND NEW DEVELOPMENT

- a. **PROCUREMENT OF MATERIALS** The applicant may undertake the procurement of material. However, the materials shall be subjected to inspection of the district. The District has the right to reject any material that does not conform to the district's specification.
- b. **CONSTRUCTION OF FACILITIES** Following the approval of the detailed design, the applicant shall arrange for the construction of facilities by a licensed contractor, subject to evaluation of the District.

If the licensed Contractor of applicant's choice is found to be qualified in such work, the construction shall be done within the District's specification and must be under the District's inspection.

In the event during the construction, it was found that the on-going work is not within the District's specification, the District through its representative has the right to stop the work until the work conforms to the specifications.

SECTION 13. FLUSHING PRESSURE TEST, DISINFECTION TEST AND INTERCONNECTION - In order to control the diversion of water and manipulation of valves, the district shall undertake the flushing, pressure test, disinfection test and interconnection of facilities for the water service to existing Subdivision/Commercial establishments or new development.

The Developer/Owner shall shoulder the cost for the conduct of flushing, pressure test, and disinfection of the new and existing pipelines.

SECTION 14. CHARGES PAYABLE TO THE DISTRICT - The applicant shall pay, in full, to the District the amount equivalent to ten percent (10%) of the total construction cost of the proposed water system or four (4%) percent of the total construction cost of the proposed water system if "item a." is excluded. The payment shall cover the cost of the following:

- a. Design and evaluation of the system
- b. Actual supervision of construction
- c. Pressure Testing
- d. Flushing and Disinfection
- e. Interconnection
- f. All other related expenses
 - The charge stated in section 14 shall be referred to as Waterline Extension fee.
 - The total construction cost shall be reckoned from the cost estimates on the final design done by the district. Costing shall be based on the prevailing market prices.
 - The Owner shall pay P10,000 as initial deposit for the waterline extension fee. Such fee shall be paid prior to preparation of the plans and designs and the signing of the Memorandum of Agreement.
 - The deposit shall be adjusted after the construction estimates are completed. The deposit shall then be converted as actual payment of the waterline extension fees.
- 1. If an independent source is constructed on site or off site, by the developer/owner, such developer/owner shall pay 50% of the waterline extension fee.
- 2. Existing Subdivision / homeowners association / commercial establishments with existing water supply system who intends to turnover such system to the District shall also pay the waterline extension fees.
- 3. For those with water system to be turned over to the District, they shall shoulder the expense for repair, provision and installation of all required appurtenances and facilities recommended after the evaluation.

CHAPTER III

SECTION 15. SYSTEM EXPANSION BY ACQUISITION - The District may extend water service to Subdivision/Commercial establishment existing at the time of the affectivity of this policy by acquiring the existing facilities or system in the said Subdivision/Commercial establishments, subject to the requirements, terms and condition hereinafter specified.

SECTION 16. APPLICATION AND INFORMATION TO BE FURNISHED - A developer or sub divider, who wishes to have water service rendered to his existing Subdivision/Commercial establishments, shall file with the District an application with the following information:

- 1. Name and Address of Applicant.
- 2. Vicinity map of the area, drawn to scale, showing true distances to some known points within the water district service area.
- Scaled plan of the existing system showing location of all sources, mains, pumping facilities, tanks and reservoirs, fire hydrants, control valves, service connections and meters.
- 4. Design drawings of all facilities, particularly sources, pumping facilities, tanks and reservoirs.
- 5. Topographic data, elevations of all streets intersections referenced to a datum which can be readily tied to the Water District records.
- 6. Information of dates of installation, designer, contractors and suppliers. Type of materials and manufacturer of all equipment and facilities.
- 7. Pump curves for every piece of pumping equipment. Statements of head and capacity would be accepted.
- 8. Description of how the system is currently being operated and maintained. Nature of any agreements between the applicant and individual users.
- A list of customers served by the system and owners of all lots. A statement whether the concessionaires and owners know that application is being made to the district to serve the area.
- 10. A list of all privately owned wells or their sources within the area.
- 11. Copies of all chemical and bacteriological analyses which have been performed on source and system waters. At least two complete analyses of the water from each source (except privately owned wells) by a laboratory acceptable to the District.
- 12. Copies of past power bills for pumping since the system start-up or for a period of one year. In the absence of the power bills, a statement of monthly payment for power for 12 month period will suffice.
- 13. A list of leaks or breaks experienced with an exact description of its locations and manner in which repaired.
- 14. A statement as to whether streets are privately or publicly owned.
- 15. A release for the District to make a complete physical evaluation of the system and to contact customers and property owners.
- 16. A statement of willingness to provide property rights easements and right-of-way for all water facilities.
- 17. Lithologic and other pertinent Well data.
- 18. Any other information pertinent in reviewing the application.

SECTION 17. REVIEW AND EVALUATION - The District shall study and evaluate the data and information furnished. It may conduct physical evaluation and study of all components of the system including pumping facilities, storage tank and reservoir, piping, valves, hydrants, service connections and meters.

SECTION 18. TERMS AND CONDITIONS - The District shall not accept any system which is found to be completely inadequate or which does not conform to the District's standards.

Should the District decide to assume responsibility for all future water service, the applicants shall agree to the following:

- 1. To donate the water system to the District and secure agreement from all parties to abandon all private sources within the specified time.
- 2. To pay all required fire protection charges.
- 3. Grant easements to the District overall system facilities if not in Government roads.
- 4. Donate all system properties, to become a permanent part of the District system.
- 5. To advise all affected property owners and occupants of the date and conditions of turnover and secure required District applications for service.
- 6. To pay for the cost of any required modification or restoration of any component of the system to as "As New" condition.

SECTION 19. GENERAL PROVISIONS

- Upon application, the required plans and data for water system must be submitted to the water district for verification and evaluation.
- Applicants shall pay the District all charges prior to the signing of the Memorandum of Agreement (MOA).
- The MOA shall be approved by the District Board of Directors and shall be signed by authorized representatives of both parties prior to the start of the project.
- Applicant constructing deep well as independent water source shall shoulder the cost of well testing and pumping testing.
- Design and construction of source, distribution lines, and appurtenance shall be in accordance with the LWUA and the District standards and specifications as defined in the Technical \specifications Manual.
- All work items covered by the waterline extension fees shall be done under the close supervision of designated technical personnel.
- Waterline Extension Fees shall be placed in a separate fund. Its use shall be restricted for the construction and maintenance of additional water sources or other support facilities necessary for the improvement of water supply.

Applicant applying for waterline expansion shall provide its own master meter/s depending on the configuration of the whole system. Location, specifications, and set-up of such master meters must be defined by the water district. The applicant shall shoulder the cost of the master meters and its installation.

Commercial Establishments are those entities/firms engaged in the sale or production of goods and services having a water demand equivalent to the demand of 400 residential consumers (over 16,000 cu. M per month).

SECTION 20. ALL CONCESSIONAIRES IN THE NEWLY ESTABLISHED OR ACQUIRED WATER SYSTEM SHALL COMPLY WITH THE PERTINENT UTILITY RULES AND REGULATIONS OF THE DISTRICT.

SECTION 21. THIS WATERLINE EXTENSION POLICY SHALL TAKE EFFECT IMMEDIATELY UPON APPROVAL BY THE BOARD.

APPROVED:

DATE: JANUARY 10, 2017 BOARD RESOLUTION NO. 06, S. 2017

SUBDIVISION EXTENSION POLICY

Technical Fees & Charges

Subdivision Policy of KCWD requires that subdivision Owner/Developer shall pay the technical Fees based on the number of households or dwelling units according to the following schedules:

No. of Households or Units	Technical Fee
With less than 25 Units	₽ 5,000.00
26 to 50 Units	10,000.00
51 to 75 Units	15,000.00
76 to 100 Units	20,000.00
More than 100 Units	25,000.00

Supervision cost is based on pipe sizes and length of installation prescribed as follows:

Size of Pipes	Supervision Cost per linear meter
25 MM	₽ 7.00
50 MM	7.25
75 MM	7.50
100 MM	8.00
150 MM	9.00
200 MM	10.00

Inspection cost for Hydro testing and Disinfection based on the following:

Size of Pipes (Hydro testing/Disinfection)	Supervision Cost per linear meter
25 MM	₽ 5.00
50 MM	5.50
75 MM	6.00
100 MM	6.50
150 MM	7.00
200 MM	7.50

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THIS PRESENT:

This Memorandum of Agreement made and entered by and between:

controlled corporation, existing and operating under and by virtue of the laws of the Philippines engaged with the public service of providing safe and potable water to the people of Kabankalan city having its address at Corner Rizal and Tayum street, City of Kabankalan, Negros Occidental, Philippines, herein represented by its General Manager, hereinafter referred to as the FIRST PARTY;
-and-
, a domestic private
corporation engage in the business of subdivision, likewise, operating and existing under and by virtue of the laws of the Philippines, with address at in this instance represented by its President,, referred to as the SECOND PARTY.
-WITNESSETH-
That the SECOND PARTY is presently developing a subdivision, known as the, containing an area of
That in consonance with the aforementioned goals, the SECOND PARTY undertakes to assume the following obligations, to wit:
a. That the SECOND PARTY shall abide with the 2017 Waterline Extension Policy of the FIRST PARTY , and such policy becomes part of this Memorandum of Agreement;

KABANKALAN CITY WATER DISTRICT (KCWD), a government owned and

- b. That the **SECOND PARTY** shall provide for the materials and workmanship requirements for the project, subject to the specifications of the **FIRST PARTY**.
- c. That the **SECOND PARTY** shall allow the **FIRST PARTY** to review, inspect verify all materials, workmanship and covering documents against specifications set forth by **LWUA** and the **FIRST PARTY** at any time during any phase of the project;
- d. That during the phase of the project, the **FIRST PARTY**, shall have the right to reject any material, appurtenances and workmanship that does not conform with the standard specifications of the **FIRST PARTY**, without being liable for the damages and other expenses connected with such construction;
- e. That the **SECOND PARTY** shall comply with the requirements provided for by law in connection with the project;
- f. That the **SECOND PARTY** shall be responsible for securing permits from the Local Government Unit Engineer's Office and shall be responsible for all expenses in relation thereto and shall make necessary deposits as maybe required by law/or by ordinances in connection with the project;

g.	That the FIRST PARTY shall be responsible for the hydro testing, disinfection and eventual interconnection of the proposed water system to the nearest KCWD mainlines;					
h.	That the SECOND PARTY shall donate sq. meter lot where the well and the pump house are to be constructed;					
i.	That all expenses for the waterline extension project, its construction and its revision, if there is any, shall be borne by the SECOND PARTY ;					
j.	That in case all or any of the test fails, expenses for the re-test shall be borne by the SECOND PARTY until such time that the test has passed the specifications/requirements set by the FIRST PARTY ;					
	That the SECOND PARTY shall pay the FIRST PARTY per 2017 Waterline tension Policy.					
hav	That upon final acceptance by the FIRST PARTY , the water system is deemed to be been automatically turned over and donated by the SECOND PARTY in favor of FIRST PARTY ;					
lan	That upon the final acceptance by the FIRST PARTY , the SECOND PARTY automatically grant easement and right-of-way to the FIRST PARTY on ds where pipes were laid for future operational and maintenance activities and/or pansions or improvements;					
	That the FIRST PARTY agrees and confirms all these proposals of obligations ve set forth.					
	WITNESS WHEREOF, the parties hereunto have signed presents thisday of, 2017 in the					
KΑ	BANKALAN CITY WATER DISTRICT					
	FIRST PARTY SECOND PARTY					
B	y: By:					
RIC	CARDO M. REGALIA JR					
Ge	neral Manager					
	SIGNED IN THE PRESENCE OF					

REPUBLIC OF THE PHILIPPINES

KABANKALAN CITY WATER DISTRICT

Kabankalan City, Negros Occidental

MEMORANDUM OF RECEIPT

		day of	connection, with Accour
Description:			
Brand:		:Size	
Serial No.		:Size: Property No	
Valu I further ack any damage cuased t	ne: Pnowledge my lia	r, except natural wear a	an City Water District fo nd tear, and shall reimburs
ment of the said water		t for whatever amount	it may incur in the replace

KABANKALAN CITY WATER DISTRICT

Kabankalan City, Negros Occidental

SERVICE APPLICATION & CONSTRUCTION ORDER

APPLICANT:	INVESTIGATION OF APPLICANT: INVESTIGATED BY: SYSTEM'S ()ADEQUATE
HERE BY APPLY FOR A WATER SERVICE : CONNECTION SIZE TO BE LOCATED :	AVAILABILITY OF APPLICANT: VERIFIED BY:
AT	PLUBMING INSTALLATIONS () AVAIL ARLE () NOT AVAIL ARLE () CMSC
UNDERSTAND THAT THE CONNECTION WILL :	OFFICIAL BECFFT NO
CHARGES ARE PAID. I ASSUME	OFFICIAL RECEIPT NO. DATE
RESPONSIBILITY OF THE SAID WATER METER :	APPLICATION FEE P
PASSES THRU	INSPECTION FEE
CONNECTION I WILL CONFORM TO THE RULES:	
AND REGULATIONS OF THE KABANKALAN CITY: WATER DISTRICT.	GRAND TOTAL P
	RECOMMENDED FOR CONSTRUCTION/INSTALLATION: INSTALLED BY: : INITIAL READING
APPICANT'S SIGNATURE DATE	: DATE INSTALLED METER BRAND
SKETCH OF LOCATION OF THE PROPOSED :	CUSTOMER SERVICE OFFICER : SIZE
SERVICE:	RECOMMENDING APPROVAL: : SERVICE CONNECTION RECORD
	MARY JOSEPHINE R. GACHO COMM'LDIV. MANAGER DATE : SERVICE CONNECTION NUMBER : METER NUMBER : ACCOUNT NUMBER
	APPROVED FOR CONSTRUCTION/INSTALLATION : MATERIALS USED FROM : THE DISTRICT
	ENGR. RICARDO M. REGALIA, JR.
	Genaral Manager Date

REPUBLIC OF THE PHILIPPINES

KABANKALAN CITY WATER DISTRICT

Kabankalan City, Negros Occidental

CONTRACT OF WATER SERVICE

	of legal age, Filipino and
a resident of	Kabankalan City, Negros
Occidental, hereby request for water service	from the Kabankalan City Water District (KCWD) and
agrees with the terms and condition set forth	nereunder.

- 1. That I am fully aware of the existing rules and regutlations of the KCWD.
- 2. That I shall abide the existing rules and regulations of he **KCWD** now in force and maybe enforce thereafter.
- 3. That I shall pay any amount corresponding to my water consumption to the bill collector of the **KCWD**, within ten (10) days from the billing date.
- 4. That failure on my part to pay water bill within the ten (10) days period. I shall pay an additional corresponding penalty/surcharge equivalent to 10% of the total water bill, which will be incor porated to my water bill and becomes demandable five (5) days thereafter. That failure on my part to receive a water bill during the billing period shall not relieve me of the liabilty.
- 5. That I shall allow the **KCWD** to cut-off my connection of I fail to pay my dues in full, five (5) days after the billing date.
- 6. That I shall be responsible for the procurement of all necessary permits as maybe required by the Municipality Gov't., private perons, corporations or institutions and by the Dept. of Public Works and Highwyas.
- 7. That I shall reponsible in providing protection to my service connection and shall reimburse the **KCWD** for the cost of the damages, excluding wear and tear, to my service connection.
- 8. That, unless otherwise authorized by the **KCWD**, I shall not allow water borrowers to tap to extract water from my service connection, even after the water meter.

- 9. That I shall not tamper with render the moving parts inoperative, install devices that would hinder the otherwise normal operation of the water meter. That I am aware of the penalty regarding illegal connections/water pilferages.
- 10. That all service pipes, appurtenances I had installed on the road right of way or outside the boundary line of my property are considered donated to the **KCWD** and becomes the property of the **KCWD**.
- 11. That I shall allow authorized representative of the **KCWD** to have access to my property, at all times, for the purpose of inspecting meters, connections, etc. in the enforcement of the rules and regulations of the **KCWD**.
- 12. That in cases of leased buildings establishments, houses, condominiums, and apartment, the owner, which shall be reffered to as the **CO-APPLICANT** in this Contract: of such buildings, establishments, houses, condominiums and apartments shall be cosignatory of this Contract and shall be equally liable as the **APPLICANT** for any violation thereof and Policies of the **KCWD**.
- 13. That the **KCWD** shall not be held liable for the water services interuption due to cuases beyond its control.
- 14. That any violation of the above conditions as well as policies, and executive orders, are cosidered a breach of this agreement and the **KCWD** may cut-off the service connection of the applicant without the necessary of judicial process.

APPROVED:

ENGR. RICARDO M. REGALIA, JR. GENERALMANAGER

REPUBLIC OF THE PHILIPPINES KABANKALAN CITY, NEGROS OCCIDENTAL S.S

ACKNOWLEDGEMENT

day of	2	Public for a	110 111		_,this
	20	, in the	City/Munici	pality above men	tioned
personally appeared				with his Resi	dence
Certficate No.	issued on		at		
Representing the	KABANKALAN with Reside	CITY ence Certific		DISTRICT	and
isssued		at			_both
page on which this acknows as their instrumental with	acknowledged to me the they respectively represent they respectively represent the they respectively represent the they respectively represent the they respectively represent the they respectively. They respectively the they respectively represent the they represent the theory represents the they represent the	at the same ents. RVICE cound the same page.	is an act of th nsist of three e has been sign	eir free will and d (3) pages includined by the parties	ng the
	e written.				orrare

KABANKALAN CITY WATER DISTRICT

Kabankalan City, Negros Occidental

SERVICE CONNECTION LOAN CONTRACT

KNOW ALL MEN THESE PRESENT: This instrument made and executed by: of legal age. Filiping and a resident of / herein after referred to as DERTOR: \ - in favor of -Lommany and KABANKALAN CITY WATER DISTRICT, a government/controlled corporation, . with principal office a Co. Rizal-Tayum Sts., Kabankalan, Negros Occidental hereinafter referred to as the CREDITOR WITNESSETH For and in consideration of a SERVICE CONNECTION LOAN, in the amount of pesos. Philippines Currency, granted to the DEBTOR by the CREDITOR and the DEBTOR agrees and binds himself as follows: (1) THE SERVICE CONNECTION LOAN shall be in the form of material and / or granted by the CREDITOR to the DEBTOR for the purpose of installing a new service connection; (2) The CREDITOR reserves the right to charge interest on the said loan at the rate of ______percent per_____ (3) The CREDITOR reserves the right to increase/decrease the interest rate within limits allowed by at the time depending on whatever policy to adopt in the future on SERVICE CONNECTION LOAN by the board of directors: No portion of this loan shall be use for any purpose other than the purpose for (4) which the loan was approved unless so authorized by the CREDITOR and release

(5) No SERVICE CONNECTION LOAN will be granted alone unless all accounts were paid in full;

of this loan shall be subject to the availability of materials and budgets;

(6) All corresponding relatives to this SERVICE CONNECTION LOAN, include demand letters, summons, subpoenas, or

APPLICATION FOR SERVICE CONNECTION LOAN

		LOAN	PARTICULARS	· · · · · · · · · · · · · · · · · · ·	
1	For the installation of a n	ewsen	/ice connection.		
(2)	This loan shall be in the form of materials and f or				
			1001	ily.	
(3)	Maturity of loan desired	for			months.
(4)	Paymente of office/requi	ramant	a will be reid in fi	ll hafors s	laan will ba groote
(T)	Payments of office/requi	emem	s wii be paid in it	m belore a	ioan wil be granted
		BARR	OWER'S DATA		
			PRINCIPAL	*	CO-MAKER
1: N	AME:				
	First Name	/			
	Sumame		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	<u>:/</u>	
	Middle Name	/_			
	ATE OF BIRTH				
3. H	OME ADDRESS	x			
	Street				
s - V	Municipality Province			-:-	
l R	ESIDENCE TEL. NO.	- :-			
	O. OF YRS. RESIDENCE			_ /	<u> </u>
	VIL STATUS			- :	
	TIZENSHIP	-			
	ELATIONSHIP TO	<	(:	
	RINCIPAL BORROWER				
	ONTHLY INCOME	-		-: -	
	OURCE OF INCOME		.	-:'	
		·/		_/	
			ER'S AFFIDAVI		

If WE the undersigned, after having been duly swom to in accordance with law, depose and say:

- (1) That the information above written are true and correct to my Jour personal knowledge and belief.
- (2) That I/VVE, principal and co-maker are making this statement in compliance with the requirements for a SERVICE CONNECTION LOAN.

notifications, relating to any legal actions shall be send to the DEBTOR at his/her address given above or at the address that only hereafter be given in writing by the DEBTOR to the CREDITOR, and the mere act of sending any correspondence by mail or by personal delivery to said address shall be valid and effective notice to the DEBTOR for all legal purpose and the fact that any communication is not actually received by the DEBTOR or that has been returned unclaimed to the office or that no person was found at the address given or that the address is fictitious or cannot be located shall not excuse or relieve the DEBTOR from the effect of such notice.

(7) In thee event that the DEBTOR defaults in the payment of his/her account or fails to comply with any of the terms and conditions stated in this contract or any other documents executed in connection therewith, the CREDITOR, may at its such case, automatically close the service connection.

	EOF, the DEBIOR has caused t day of20_	
Negros Occidental		
2		<u> </u>
	Debtor	
	SIGNED IN THE PRESENCE	E OF:
7	<u> </u>	
	RECOMMENDING APPRO	VAL

MARY JOSEPHINE R. GACHO

APPROVED:

ENGR. RICARDO M. REGALIA, JR. General Manager

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	day of	20	esents to be signed on , at Kabankalan City,
Negros Occidental			
	Deb	otor	
	SIGNED IN THE	PRESENCE OF:	
1			
	RECOMMENDI	NG APPROVAL	

MARY JOSEPHINE R. GACHO

APPROVED:

ENGR. RICARDO M. REGALIA, JR. General Manager

KABANKALAN CITY WATER DISTRICT

Kabankalan City SERVICE REQUEST

1/7997

Concessioner : Service Address :		No
Requested by:	ved by:	Completed action reviewed by:
[] Dirty Water [] No Wa [] Taste or Odor [] High P [] Meter Leak [] Re-read Others (specify)	ressure [] Low Pressur	성보고 10 후 10 전에 가는 10 전에 되었다. 10 전에 되었다면 10 전에 되었다면 10 전에 가는 10 전에 되었다면 10 전에
Charges: P	Payment Received by:	By:
Date :	Cashier Approved by:	Meter Reader/Plumber To concessioner: Did Action taken satify your request? [] Yes
MARY JOSEPHINE R. GACHO Commercial Division Manager	ENGR. RICARDO M. REGAL General Manager	LIA,JR. Signature