

APPLICATION AND CONTRACT FOR WATER SERVICES

Applicant:	_ Application: _ System is:		Investigated by:
Address:			Date:
I HEREBY APPLY FOR WATER SERVICE CONNECTION, SIZE TO BE LOCATED AT	AMOUNT CHARG Service Connection 1/2 inch 3/4 inch 1 inch 2 inches	Fees:	Date <u>:9/29/17</u> 3,000.00 4,425.00 4,561.92
I understand that the connect- ion will not be made until it is approved and charges are paid. I assume responsibility for the meter and all water that passes through the connections. I will conform to the rules and regu- lations of the Water District.	MATERIALS: P.E. Tubing Excavation Fee BORING FEE: Barangay Road Provincial Road National Road Road Crossing	Php _ Php _ Php _ Php _	
	TOTAL AMOUNT	Php	
			Installed by:
Applicant's Signature Friday, September 29, 2017 Date I hereby bind myself to pay any unpaid water bills of the occupant in case he/she va- cated the premises.	Date: RECOMMEND APPROVAL: KIM S. ROMERO Customer Service Asst. A APPROVED FOR INSTALLATION:		
Signature of Owner	ANTONIO N. JUNIO General Manager		
Sketch or Location	Service Connection Record: Service Connection No.: Meter No.:		
Note: Other charges to	o be computed on a	case to	case basis.



SANTA MARIA WATER DISTRICT Poblacion West, Santa Maria, Pangasinan Tel./Fax No. (075) 632-4696/632-4697 Email add: smwd554_1996@yahoo.com Visit our website: www.smwd-pangasinan.gov.ph

CONTRACT FOR WATER SERVICES

This contract entered into this _____day of ______, 2017, by and between the SANTA MARIA WATER DISTRICT, Santa Maria, Pangasinan herein referred to as the DISTRICT and represented by its General Manager, who is fully authorized by its Board of Directors and ______ legal age, single/married and a resident of ______, Santa Maria, Pangasinan herein referred to as the CUSTOMER.

WITNESSETH

- A. WHEREAS, the DISTRICT is duly authorized quasi-government agency under P.D. 198 as amended by P.D. 768 to undertake the operation, management, administration and control of all water utilities and systems in Santa Maria, Pangasinan.
- B. WHEREAS, the CUSTOMER desires to use water under the control of the DISTRICT.
- C. NOW THEREFORE, the DISTRICT hereby agrees to serve water needs of the customer subject to the following terms and conditions, to wit:
- 1. The CUSTOMER shall undertake the cost of the water meter and all materials installed by the DISTRICT on cash basis.
- 2. The CUSTOMER agrees to pay such prevailing water rates and charges fixed by the Board of Directors.
- 3. In the event of loss, damage and destruction of water meter, the CUSTOMER hereby agrees to undertake the replacement or repair.
- 4. Failure on the part of the CUSTOMER to replace or repair the water meter within 15 days after notice have been served, the DISTRICT will disconnect the water service of the CUSTOMER and confiscate the said water meter.
- 5. The CUSTOMER hereby gives his/her permission to authorized representatives of the DISTRICT to inspect the water and perform other duties relative thereto.
- 6. The CUSTOMER hereby agrees to pay his/her water bills at the office of the Santa Maria Water District or to designated collecting banks within a reasonable time but not more than seven (7) days from the date of receipt of the bill.
- 7. Failure of the CUSTOMER to pay the bills for a period of two (2) months, the Santa Maria Water District reserves the right to padlock/disconnect the services until the CUSTOMER fully paid the said arrears.
- 8. The CUSTOMER herein voluntarily agreed to be co-liable under the contract with their signatures herein below indicated.
- 9. The CUSTOMER or the authorized representative shall voluntarily abide and conform to the rules and regulations, policies and other orders as set forth by the Board of Directors of the DISTRICT.
- 10. That the Santa Maria Water District has the right to reclassify the classification of the customer account without due notification to the CUSTOMER.
- 11. That if in any reason the authorized representative of Santa Maria Water District is prevented from entering the customer's premises to perform their work, the Santa Maria Water District reserves the right to disconnect service directly from the mainline and all expenses from said disconnection shall be reimbursed by the customer.
- 12. In case of repeated violations, some or all of the stipulations herein covenanted, the Santa Maria Water District will be entitled to suspend,

deny, or disconnect water connection to the customer upon the Board of Directors.

- 13. Water bills can no longer be questioned or protested after thirty (30) days from the receipt of bill except in meritorious case to be determined by the General Manager of Santa Maria Water District upon written appeal by the customer, after this period, the customer shall have to pay the bill.
- 14. A reconnection fee shall be paid by the customers whose services have been disconnected, the amount to be determined by the Board of Directors, moreover, take note that the padlocking of units (water meter) whatever is stipulated in the monthly bill, therefore, all padlocked units (water meter) will be opened on the following day.
- 15. Reconnection of disconnected services not applied for connection after Sixty (60) days shall be disconnected from the main lines . Reconnection Fee will then be as follows: No reconnection fee from 1st to 2nd day of which the water meter had been padlocked; Php 100.00 from 3rd day up to 10th day; Php 200.00 from 11th day up to 5 months; and Php 300.00 for more than 5 months.
- 16. The following are illegal and subject to fines imposed by the Santa Maria Water District under the provisions of P.D. 198 as amended and/or Santa Maria Water District rules and regulations and subject to automatic termination of the contract in addition to criminal and court action.
- a. Illegal Tapping
- b. Illegal double connection
- c. Illegal Connection
- a. Damaged Water Meter
- h. Illegal Installation of Booster Pump i. Pilferage
- d. Illegal Sub-connection
 - j. Illegal Re-opening of meter
- e. Illegal Re-selling
- f. Meter tampering and broken water meter

Penalties range from a minimum of Php 2,000.00 to maximum of Php 6,000.00 in addition to the recovery charges of Santa Maria Water District formula.

- 17. That this connection shall only supply exclusively to the stated premises, no extension of service shall be charged to the customer.
- 18. That the meter shall be installed outside my property line and see to it that the water meter be properly safeguarded and that any repair for my damage thereof made by Santa Maria Water District shall be at my expense.
- 19. Should any meter becomes unserviceable or condemned for one reason or another, the average consumption of the customer for the previous three (3) months shall be the basis for subsequent bills until new meter is installed.
- 20. It is hereby stipulated that the venue of any action in connection with this contract shall be in proper court of Santa Maria, Pangasinan. In the event that the case be referred to the legal counsel, ten percent (10%) of the total collectible shall be paid by the CUSTOMER as attorney's fee. In case of suit, the CUSTOMER shall pay twenty percent (20%) for the total amount but not less than Php 1,500.00 as attorney's fee and Php 2,000.00 for every appearance in court.
- 21. The CUSTOMER hereby declare and manifest that they read and understood the contents of this contract and they agree and have no objections to any of the provisions stated and that they willingly and voluntarily signed the same.
- 22. That this connection is temporary in nature which shall be indefinite subject to unilateral cancellation by the Santa Maria Water District on ground the DISTRICT deems it if and reasonable.

23. That I understand and read what was stipulated in the contract and assume responsibility for the water meter and ALL WATER that passes through the connection, and conform to the rules and regulations of the Water District.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the date and place first herein above written.

Customer's Name and Signature

SANTA MARIA WATER DISTRICT:

By:

ANTONIO N. JUNIO General Manager

,S.S

WITNESS:

REPUBLIC OF THE PHILIPPINES

ACKNOWLEDGMENT

Before me, the undersigned Notary Public for and in Philippines, this _____ day of _____,2016 in the place above mentioned personally appeared Antonio N. Junio with ID NO. 001A issued on January 1, 2016 at Sta. Maria, Pangasinan representing Santa Maria Water District and ______ with ID No.______ issued on ______ at _____, are known to me and known to be the same persons who executed the foregoing Memorandum of Agreement and be acknowledged to me the same is on act of their free will and deed as that of the entity they represents:

This Memorandum of Agreement consist of three (3) pages including the page on which the Acknowledgment is written, and the same has been signed by the parties as well as their instrumental witnesses on each and every paper.

In witness whereof, I have hereunto affixed my signature and my official seal on the date and place first above written.

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