

**APPLICATION AND AGREEMENT FOR
WATER SERVICE CONNECTION
(Per Board Res. No. 11-11)**

This agreement made and entered into this _____ day of _____ in Sto. Nifo, South Cotabato, Philippines, by and between Sto. Nifo Water District, Sto. Nifo, South Cotabato, hereinafter known as the "DISTRICT" represented by its General Manager **MR. RENE M. FORMACION**, of legal age, married, Filipino, with postal address at Purok Lapu-lapu, Brgy. Poblacion, Sto. Nifo, South Cotabato and _____ of legal age, married to _____, Filipino, farmer/businessman, employee / self-employed, with postal address at _____, Sto. Nifo, South Cotabato.

THE PARTIES AGREE THAT:

1. The **APPLICANT** will pay the **DISTRICT** the sum of Two Thousand Six Hundred Pesos (P2,600.00) representing the approved fees and materials expenses and other charges issued to the **APPLICANT** by the **DISTRICT**.
2. The **APPLICANT** will, when water becomes available, purchase from the **DISTRICT** all its water needs to be used in the premises as described in paragraph 3, as herein provided, and will pay the monthly rate to be determined from time to time in accordance with the provisions of PD 198, as amended. However, the **APPLICANT** agrees that connections will not be made until all charges are paid and the application is approved and accepted.
3. The **APPLICANT** will cause his premises to be installed with pipes and appurtenances for water service connection in accordance with the specifications approved by the **DISTRICT**.
4. The **APPLICANT** binds to pay the monthly water bill and Php10.00 metering charge on or before the due date, failure on the part of the **APPLICANT** to pay his water bill on time, a penalty of 10% of the water bill will be added into his water bill and three days after the due date, without a need of demand letter, the district will disconnect the service. All financial obligations by the **APPLICANT** after the disconnection shall be paid by the **APPLICANT**, otherwise, a demand letter will be coursed to the proper court after the **APPLICANT** failed to appear in the district office as called for the settlement of his accounts.
5. The **APPLICANT** will comply with the provisions of the By-Laws of the **DISTRICT** and its Rules and Regulations adopted by **DISTRICT**.
6. The **APPLICANT** will grant the **DISTRICT** the necessary easement and rights to construct and excavate, repair and perpetually maintain the line or pipe owned by the **DISTRICT** for distribution of water, which are located at the property owned by the **APPLICANT**. All pipes, water meter and equipment of the **DISTRICT** installed from the water mains of the **DISTRICT** up to the water meter, which are within the property of the **APPLICANT**, shall at all times be the sole property of the **DISTRICT**, leaving the latter the right of access to the property of the **APPLICANT**;
7. The **APPLICANT** will be allowed only to take water after the water meter is installed and assumed all the responsibilities of the water that passes through the meter and he will be accountable for the water and water lines after the meter if this will be damaged or destroyed;
8. To notify the **DISTRICT** whenever the **APPLICANT**, as owner, decided to transfer the ownership of the property or whenever the **APPLICANT**, as an authorized representative of the owner, decided to leave the premises. If the **APPLICANT** is an authorized representative of the owner of property where the service connection will be installed, the **APPLICANT** must submit his authorization letter to the **DISTRICT**;
9. The **APPLICANT** binds to follow the provisions found in TITLE II chapter VII, Section 31, paragraph c and d of PD 198, quoted as follows:
 - c.) **PROHIBIT** any person, firm or corporation from vending, selling or otherwise disposing of water for public purposes within the service area of the **DISTRICT** where district facilities are available to provide such service, or fix terms and conditions by permit for such or disposition of water;

d) **SAFEGUARD** and protect the use of its waters. For this purpose, any person who:

1. Installs any water connection without the previous authority from the Water District.
2. Tamperers water meters.
3. Steals or pilfers water or water meter.
4. Uses jumpers or either devices whereby water is stolen.
5. Knowingly possesses stolen or pilfered water or water meters shall upon conviction be punished by:
 - a) Prison correctional in its minimum period.
 - b) Of fine ranging from Two Thousand (P2,000.00) to Six Thousand (P6,000.00).
6. If the violation is committed with the connivance or permission with the employee or officer shall, upon conviction, be punished by a penalty of one degree lower than the prison correctional in its minimum period and forth will be dismissed and perpetually disqualified from employment in any utility or service company owned or controlled by the government.

- 10) Violation by the **APPLICANT** on any of the conditions mentioned in this application/agreement, will justify disconnection of water service by the **DISTRICT** in the same manner provided in Item No. 4 of this application/agreement;
- 11) That in case of reconnection arising from disconnection, **APPLICANT**, binds himself to pay the Reconnection Fee, all overdue accounts with the **DISTRICT** and all other fees relative to reconnection that may be fix from time-to-time by the **DISTRICT**;
- 12) Should the service connection be disconnected due to the conditions specified in this application/agreement or due to **APPLICANT'S** voluntary disconnection, the **APPLICANT** is given up to 180 days (commencing from the date the connection was disconnected) to complete the reconnection application and requirements;
- 13) Failure of the **APPLICANT** to have his/her water service reconnected within the 180 days period commencing from the date that the service connection was disconnected will automatically render this application/agreement null and void;
- 14) Once this agreement renders null and void and the **APPLICANT** apply for reconnection, the Policy on New Service Connection Application and Agreement will be applied and will only be allowed and/or approved if all his/her outstanding obligations with the **DISTRICT** have been fully paid; and,
- 15) The acceptance of this application by the **DISTRICT** will constitute an **AGREEMENT** between the **DISTRICT** and the **APPLICANT**.

DONE this on _____ Day of _____ 20__ at Sta. Nito, South Cotabato.

Confirmed:
+]

	<u>Res. Cert. No./T.I.N.</u>	
	Date issued:	
Name and signature Of Applicant	Placed issued:	<input type="checkbox"/>

Signed in the Presence of:

_____ and _____

Approved & Accepted By:

RENE M. FORMACION
 Acting General Manager

 Authorized SNWD Representative