



Republic of the Philippines  
Balamban Water District (BWD)  
Aliwanay, Balamban, Cebu

# **BALAMBAN WATER DISTRICT**

# **UTILITY RULES AND REGULATIONS**

**Revised 2020**

# **OUR VISION**

BWD envisions itself to become an innovative and a financially viable entity that provides safe, potable and affordable water and efficient sewerage system for the people of Balamban, Cebu.

## **Our Mission**

We are committed to carry-out assessment, exploration and education towards development, preservation, ecological and sustainable water resources, accountable to uphold healthy practices in protecting and stabilizing Mother Earth.

Our competence to give good services must be improved by creating and managing public services and in advanced, creative, safe, and worthwhile means and adapting to international standards.

We shall function and keep our facilities in a prime way, creating excellence a vital feature of our accomplishment.

It is then necessary to nurture a very motivated, empowered and self-oriented workforce, with a fervent spirit of teamwork, partnership, compassion, love and deal with profound professionalism and determinedly geared on productivity, efficiency and smooth working relationship with the staff, management and concessionaires.

The workforce shall be encouraged and stimulated by a competent management team committed for the common good of BWD.

This mission shall be along with judicious financial management with its prime objective which is to render better services to the people of Balamban

# **FOREWORD**

The Utility Rules and Regulations embodied herein are adopted by the Board of Directors of the Balamban Water District (BWD) in order to direct management's course of action in maintaining an efficient water system for the people it serves and at the same time to provide sufficient potable water to the satisfaction of the concessionaires and to meet the increasing need for potable water by the community.

This also gives exact information on the policies for application of a service connection, maintenance, billing, water rates, and miscellaneous service charges and how a water utility operates in order to attain viability.

# **The Utility Rules and Regulation of Balamban Water District**

Created by:

## **PRESIDENTIAL DECREE NO. 198**

(As amended by Presidential Decree Nos. 768 and 1479, R.A. 9286)

**DECLARING A NATIONAL POLICY FAVORING LOCAL OPERATION AND CONTROL OF WATER SYSTEMS; AUTHORIZING THE FORMATION OF LOCAL WATER DISTRICTS AND PROVIDING FOR THE GOVERNMENT AND ADMINISTRATION OF SUCH DISTRICTS; CHARTERING A NATIONAL ADMINISTRATION TO FACILITATE IMPROVEMENT OF LOCAL WATER UTILITIES; GRANTING SAID ADMINISTRATION SUCH POWERS AS ARE NECESSARY TO OPTIMIZE PUBLIC SERVICE FROM WATER UTILITY OPERATIONS, AND FOR OTHER PURPOSES.**

## **S.B. RESOLUTION NO. 165-2008**

**CREATING A WATER DISTRICT IN THE MUNICIPALITY OF BALAMBAN, PROVINCE OF CEBU ALSO KNOWN AS THE BALAMBAN WATER DISTRICT PROJECT.**

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# **Utility Rules and Regulation of Balamban Water District**

To effectively carry out the mandate of the Water District S.B. Resolution No. 165-2008, the Board of Directors of the BALAMBAN WATER DISTRICT (BWD), pursuant to the powers vested in it in PD 198, do hereby issued, adopts and ordains the following rules and regulations. The Board may revised and supplement these rules and regulations and issued related guidelines and regulations and other subsidiary issuances as it deems necessary for the effective implementation of the various provisions of PD 198, and issuances of the Local Water Utilities Administration (LWUA) and other regulatory commissions and offices, as it deems necessary for the effective implementation of its mandated functions.

## **RULE 1. TITLE AND SCOPE**

**Section 1. Short Title.** This shall be known as the Utility Rules and Regulations of the Balamban Water District (BWD).

**Section 2. Scope.** These rules and policies shall apply to all water concessionaires and those who desire to avail of the services of the Balamban Water District (BWD).

## **RULE 2. DEFINITION OF TERMS**

**Section 3. Words & Phrases.** For the purpose of these regulations, all words used herein in the present tense shall include the future; all words in the plural number shall include the singular number; all words in the singular number shall include the plural number; and the word “his” generally refers to a concessionaire regardless of sex.

**Section 4. Definition of Terms.** 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 ascribed to them in this section.



**4.1 Accuracy Test.** A test conducted to determine the precision of the water meters. This test is done when there are cases such as: high and low consumption, 5-year-old water meters, disputed bills and reinstallation.

**4.2 Board.** The Board of Directors, the policy making body of the Balamban Water District, as defined under PD 198.

**4.3 Clustered Water Meter:** A group or bunch of water meter tapped properly on a pre-determined/existing stub-out

**4.4 Concessionaire.** An individual, organization or company that avails the water services provided by the Water District.

**4.5 Delinquent Service** – Service connections the bill of which are not settled in accordance with Billing Schedule under Section 21 Sub Item 2 of Rule 6 of this URR

**4.6 Disputed Bills.** A bill issued by the Water District to the Concessionaire which is made in good faith but the concessionaire questions the validity of the bill.

**4.7 Fire Connection.** The tapping of water mains and the laying of pipes from the main to the curb line and the setting of the shut-off valve, flow detection device and vault

**4.8 Fire Hydrant.** Is a connection point by which firefighters can tap into a water supply.

**4.9 Local Water Utilities Administration (LWUA).** Is a government owned and controlled corporation (GOCC) with a specialized lending functions mandated by law to promote and oversee the development of the water supply system in provincial cities and municipalities outside Metro Manila.

**4.10 Management.** This refers to the top officials of the Water District basically running its organization and operation, regarded collectively.

**4.11 Miscellaneous Service Charge.** This refers to the cost of labor, supervision, engineering and all other incidental expenses incurred in the inspection, reconnection and relocation of service lines, in conducting repairs, plumbing services, trenching, excavation, drilling, back-filling, and others.

**4.11.a Accuracy Testing Fee.** A fee collected from the concessionaire by the water district to conduct an accuracy test on their water meter.

**4.11.b Administrative cost.** An amount collected by the water district from the Concessionaire during the new water service application to cover the cost of document preparation

**4.11.c Change Name Fee.** This fee is collected from concessionaire who wishes to change of his / her registration name.

**4.11.d Construction cost.** An amount collected by the Water District from the Concessionaire to cover the cost during the installation of the new water service connection which includes the installation of the water meter and the meter stand, construction and pipe laying materials and consumables.

**4.11.e Reconnection fee.** This fee covers the cost of disconnecting a service and for reconnecting or reactivation of the same.

**4.11.f Service Fee.** This amount shall be charged to the concessionaire If a concessionaire, by written request, wanted his water bill to be collected on his convenient place within the District's jurisdiction and for non-payment of water bill or after a

*Disconnection Order* has been approved or signed by the General Manager or Commercial Division Head.

**4.11.g Service Guarantee Deposit.** This refers to the amount required from the concessionaire during the new water service application to guarantee payment of bills.

**4.11.h Transfer/relocation fee. An amount** that will be charged to the applicant for the transfer of service connection from one tapping point to another

**4.12 National Water Resources Board (NWRB):** Is an agency of the Government of the Philippines working on water resources and potable water. It has a policy-making and quasi-judicial functions.

**4.13 Reinstallation.** A process of activating inactive accounts.

**4.14 Service Connection.** This refers to 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.

**4.15 Service line.** Pipes and fittings installed after the water meter up to the concessionaire's property.

**4.16 Service Meter:** A water meter provided or installed as temporary replacement for the concessionaires' water meter in cases when there are disputed bills and during accuracy testing.

**4.17 Stub-out.** Pipe provision above the ground which is connected from main distribution and lateral lines for clustering and tapping points of water meter.

**4.18 Water District / District** refers to the Balamban Water District (BWD), declared to be a Government-Owned-and-Controlled Corporation by the Supreme Court in the case of Davao City Water District, et.al. vs. CSC, et.al, in G.R. Nos. 95237-38 promulgated on September 13, 1991. It also refers to the Balamban Water District

created on July 1, 2008 through SB Resolution No. 165-2008 of the *Sangguniang Bayan* of Balamban, pursuant to PD 198, as amended, with principal office address at Aliwanay, Balamban, Cebu.

**4.19 Water Meter.** A water meter is a device used for measuring the volume of water passing through a pipe.

**4.20 Water Meter Protection Cage.** Are cages installed by the water district to protect the clustered water meters.

**4.21 Water Service.** This refers to the provision of water by the Water District to households or commercial establishments.

**4.22 Water Service Contract:** An agreement executed by and between the Water District and the Concessionaire stating the liabilities of both parties.

### **RULE 3. POLICIES AND PROCEDURES**

**Section 5. General Policy on Water Service.** It shall be a declared policy of the Water District that all service connections are to be metered. Furthermore the following policies are likewise affirmed:

**5.1** No water is to be delivered without charges except for fire-fighting purposes only.

**5.2** For new connections, the materials and labor required for the service connection, installation, including the water meter shall be at the expense of the concessionaire.

**5.3** The Water District shall maintain the service connection materials before the water meter and the concessionaire shall maintain the service connections materials after the water meter.

**5.4** The furnishing of free water to the general public at public faucets is a function of local government. Any such government entity thus, shall make application for the installation of such service. All water consumed through a public faucet will be charged at the lowest rate block or as government class.

**5.5** The jurisdiction and responsibility of the District shall end at the water meter and the District shall in no case be liable for damages beyond the meter. In case the District is compelled to file a collection suit to enforce collection of cost of water service due or seek justice and fairness due to violations, pilferage, etc. to 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 concessionaire.

**Section 6. Application for Service Connection.** Any person, firm or office interested to have a water supply service shall file an accomplished Application Form.

**6.1** The Application Form for the Service Connection shall be signed by:

**6.1.a** Applicant if he is the property owner.

**6.1.b** Applicant and property owner as co-maker, if applicant is a tenant or merely allowed to possess and have the usufruct of the property where the intended service connection is to be installed.

**6.2** For all new Water Service Connection<sup>1</sup>, the documents shall be required:

**6.2.a** Building permit

**6.2.b** Certificate of land title or if applicant is not the owner, applicant should secure authorization from the lot owner

**6.3** The following procedures shall govern, thus:

**6.3.a** After a field investigation of the premises being applied for and it is determined that the water supply and pipelines are available or can accommodate such service application, all

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<sup>1</sup> Board Resolution No. 40 Series of 2012 (ADOPTING THE ADDITIONAL REQUIREMENTS FOR THE NEW APPLICANTS OF WATER CONNECTIONS EFFECTIVE IMMEDIATELY)

necessary fees and charges shall then be paid by the applicant or of his designated agent.

**6.3.b** A contract for water service shall then be executed by and between the Applicant, or the Applicant and the Co-Maker, as the case may be, and the Water District General Manager.

**6.3.c** The Contract shall then be notarized by District's Legal Counsel or his representative thereof in the presence of two witnesses of both parties and also requiring the spouse to sign as *Conforme* to the contract.

**6.3.d** All new applicant shall be required to personally attend a two (2)-hour orientation seminar pertaining to his application, water service and the rules and regulations being enforced by the Water District. No proxy/ies will be allowed in this seminar unless with a written authorization from the applicant.

**6.3.e** New Service Connection Applicants should have a copy of the BWD Utility Rules and Regulations for their information and reference. This Utility Rules and Regulations shall become an integral part to the Water Service Contract.

**6.3.f** In the event of the concessionaire's death or inability to pay, the spouse or the surviving heir or anybody identified in the service application contract who assumes the personal liability of the applicant shall be responsible and obliged to settle the account with the District.

**6.4** Duties and Obligations of the Concessionaires and the Water District in, and Conditions for, New Applications for Water Service Connections. The Contract for water service establishes among others the following conditions to wit:

**6.4.a** Applicant is obliged to:

**6.4.a.1** Guarantee payments of all sums as they become due for water services rendered in pursuance of said application until a written notification is

received by the Water District to discontinue or transfer such service.

**6.4.a.2** Release the Water District from all responsibility that may be attributed to water leakages or freely flowing from any pipe or appurtenances at any point within the premises being serve as well as those arising from service interruptions due to causes beyond the District's control.

**6.4.a.3** Be held responsible for any tampering and damages to water facilities as a result of pilferage or committing any acts contravening to Water Laws, District's Rules and Regulations, Policies and Practices, the Provincial Utilities Act of 1973 and the Water Crises Act of 1995.

**6.4.a.4** Allow District's representative to have access in premises, house or building for the purpose of reading and / or inspecting water meter, ascertaining condition of water supply pressures on the taps/ outlets/ faucets, cross-connections, status and quality of alternative water supply, etc. and respect the District's authority to enforce its rules and regulations, policies and practices including the routine disconnection of delinquent accounts and disruptions of service due to pilferage.

**6.4.b** Balamban Water District is obliged to:

**6.4.b.1** Provide with diligence and care the conveying of a safe, adequate, reliable and economically viable water supply service, within the reach of the poorest the poor, at twenty-four (24) hours a day water service, and at 100% service coverage possible.

**6.4.b.2** Communicate formally to all registered concessionaires any information and changes of

the District's operational policies and thereafter shall be made effective and enforceable after thirty (30) days from dissemination thereof.

**6.4.b.3** Present to 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.

**6.4.b.4** Be vigilant and bold enough in monitoring, inspecting, apprehending and prosecuting of violators, perpetrators and pilferers in accordance with the District's rules and regulations, policies, practices, the Provincial Water Utilities.

**6.4.b.5** Abide by the law, rules and regulations of provision of water under Act of 1973, Water Crises Act of 1955, Water Code and other laws governing utilities.

**6.5** The following pertinent procedures are to be followed and complied with:

**6.5.a** In cases where the area needing Water Service is located in a subdivision, refer to *Section 43. SUBDIVISION AND MAIN EXTENSION*.

**6.5.b** The Water District will hold an inspection and conduct an efficiency/accuracy test of the Water Meter after five years from the date of installation. *Notices will be disseminated to the concerned concessionaires by the Commercial & Finance Division Head.*

**6.5.c** The Commercial & Finance Head will monitor the history of all service connection which has reached 5 years from the date of installation and generate a list per week. The list with corresponding service requests will be endorsed to the Operations Division for assessment and accuracy testing.



**6.5.d** During the conduct of any maintenance testing or water meter repairs, the District shall provide a Service Meter temporarily until its efficiency will be determined.

**6.5.e** If the Water Meter failed during efficiency/accuracy test, the concessionaire is obligated to replace at their owned expense payable in accordance with the following schedule:

<b>METER REPLACEMENT AMORTIZATION TABLE:</b>					
<small>(Note: Amortization percentage must be base on the Water Meter Amount)</small>					
<b>NO. OF MOS.</b>	<b>MONTHLY AMORTIZATION</b>				
<b>FIVE MONTHS</b>	<b>FIRST</b>	<b>SECOND</b>	<b>THIRD</b>	<b>FOURTH</b>	<b>FIFTH</b>
	20 %	20 %	20 %	20 %	20 %
<b>FOUR MONTHS</b>	<b>FIRST</b>	<b>SECOND</b>	<b>THIRD</b>	<b>FOURTH</b>	
	25 %	25 %	25 %	25 %	
<b>THREE MONTHS</b>	<b>FIRST</b>	<b>SECOND</b>	<b>THIRD</b>		
	35 %	35 %	30 %		
<b>TWO MONTHS</b>	<b>FIRST</b>	<b>SECOND</b>			
	50 %	50 %			
<b>ONE MONTH</b>	<b>FIRST</b>				
	100 %				

**6.5.f** This Staggered payment scheme will be subject to an assessment procedure and evaluation of the Utilities Customer Service Assistant B and to be reviewed and checked by the Commercial and Finance Division Head or his authorized representative.

**6.5.g** In case the water meter is stolen, the concessionaire is hereby obligated to replace it immediately at his/her own expense, subject to accuracy testing by the Water District and payment of the testing fee of P100.00 Failure to replace, and upon discovery by any personnel of the Water District of the incident, the water service shall be discontinued. If replacement meter is secured from or provided by the

District, the need for accuracy testing and the payment of testing fee of P100.00, shall no longer be required.

**6.5.h** In case of the meter's accidental damage, the said Water Meter shall no longer be allowed to be repaired and re-used. Instead, the concessionaire is obligated to replace the same immediately at their own expense. Such replacement is again subject to accuracy testing by the Water District and payment of the testing fee of P100.00.

## **RULE 4. CLASSIFICATION OF SERVICE CONNECTIONS, RATES AND FEES**

**Section 7. Classification of Service Connections.** The general class of connections or concessionaires is dependent on how water is used such as:

**7.1 Domestic 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. (Good for one family only)

### Family

### Conversion Factor

One (1) Family

1.0

**7.2 Government Class.** This class uses water primarily for public service and not intended to generate profit. (For Any Government Agency)

### Government Entity

### Conversion Factor

One (1) Gov't Entity

1.0

**7.3 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 1.25 to 2.00. For consistency the implementation the class is categorized as follows:

**7.3.a Commercial-C (Factor 1.25)** such as but not limited to:

1. apartments whose owners assume payment of water bills using one control water meter,
2. Self-service car wash
3. Sari-sari store with capital ranging from ₱25,000.00 to ₱50,000.00.

**7.3.b Commercial-B (Factor 1.5),** such as but not limited to:

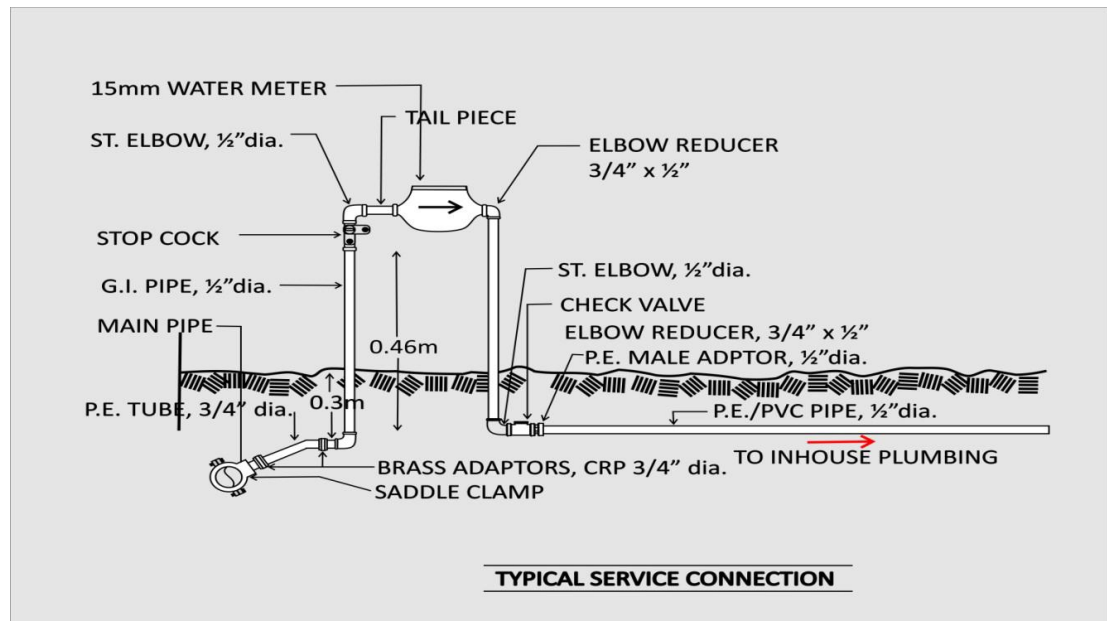
1. Sari-sari stores with capital of more than ₱50,001.00 and up.
2. Vulcanizing and repair shops
3. Other premises utilized for selling food or services including premises used for living quarters.
4. Gasoline stations
5. Backyard Farming (1-10 heads)

**7.3.c Commercial-A (Factor 1.75),** including:

1. Photo Services
2. Dental and Medical clinics
3. Warehouses
4. Groceries
5. Gift shops
6. Offices, including government profit generator
7. Drugstore
8. Full-service / Fully Automated Carwash
9. Wholesale and retail outlets
10. Furniture shops
11. Fish and meat stalls in public market
12. Agro Industrial, Aqua Industrial, Piggery, Poultry, Refilling Stations and Fabrications  
(Board Resolution No. 22 Series of 2012)
13. Ornamental Farm

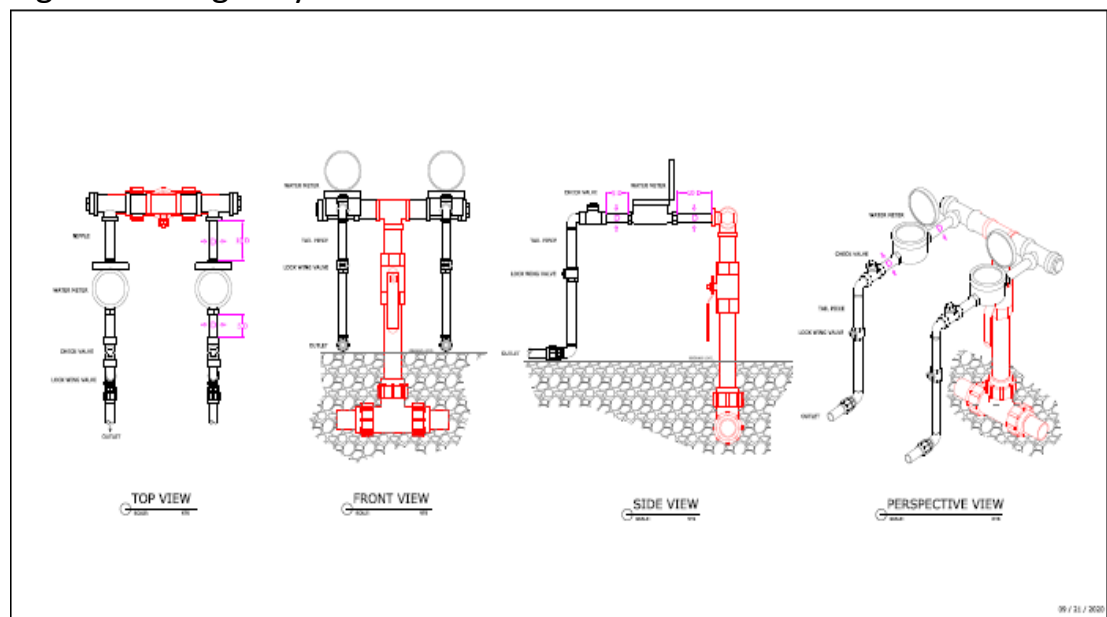
**7.4 Individual Service Connection** - Tapping properly by installing the saddle clamp, boring/drilling hole to the pipeline and installing of corporation stop.

Figure 1.



**7.5 Clustered Water Meter** – Tapping properly on the provided pre-determined stub-out. For areas with no available stub-out, Maintenance Personnel shall conduct inspection and assessment prior to the installation.

Figure 2.1 single layer



**Section 8. Service Connection Fee.** This amount covers the payment of labor and Materials in inter-connecting with the tapping point, cutting of ground or road service, trench excavation, laying of pipe materials, installation of meter stand including the Water meter and meter box, backfilling with graded materials and tamping of pipe Cover materials, this also includes services to be rendered to the applicant during the Service connection installation, commissioning for actual operations of the installed System and turnover.

Sizes	Administrative Cost	Construction Cost	Water Meter	Total Cost
½ "	700.00	700.00	1,100.00	2,500.00
¾ "	700.00	700.00	Provided by the concessionaire	1,400.00
1 "	700.00	3,400.00	Provided by the concessionaire	4,100.00

1 ½"	700.00	3,500.00	Provided by the concessionaire	4,200.00
2"	700.00	5,500.00	Provided by the concessionaire	6,200.00
2 ½"	700.00	12,000.00	Provided by the concessionaire	12,700.00
3" <sup>2</sup>	700.00	14 ,000.00	Provided by the concessionaire	14,700.00
4"	700.00	16,000.00	Provided by the concessionaire	16,700.00

Backfilling of trench excavation to cover the pipeline and appropriate or selected materials thereby protecting the pipes from collapsing or causing injury. The District shall be the one to do this to ensure that no damages shall be done against its properties.

**Section 9. Refund of An Application Fee.** If an applicant opts to cancel his application to the BWD, the office reserves the right to deduct a processing fee in the amount of Ten Percent (10%) from his original application fee of P 2,500.00.

**Section 10. Service Guarantee Deposit.** This amount is credited to the account of the Concessionaire to be applied as partial payment for:

**10.1** Unpaid accounts due after service becomes inactive.

**10.2** Payment for damages<sup>3</sup> of the Water District's properties, as defined, caused by the negligence of the concessionaire or to cover the cost of lost stolen water meter and / or damage to the meter and / or stand, fittings parts, seal etc.

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<sup>2</sup> Water Meters from ¾ to 4 inches will be purchased by the concessionaire provided that there will be a calibration certificate from third party. The District can provide calibration certificate up to 1 inch diameter only.

<sup>3</sup> Refer to item 6.5.h

Service guarantee deposit fee will be as follows:

<b>SERVICE GUARANTEE DEPOSIT CONVERSION TABLE:</b>	
<b>CLASSIFICATION</b>	<b>AMOUNT</b>
BULK/WHOLESALE	1,500.00
COMMERCIAL INDUSTRIAL	1,000.00
COMMERCIAL - A	875.00
COMMERCIAL - B	750.00
COMMERCIAL - C	625.00
RESIDENTIAL	500.00

This deposit is refundable to the concessionaire without interest once the service becomes inactive and all accounts due have been fully paid for.

**Section 11. Water Rates.** Balamban Water District may sell water under its control under schedules of rates and charges as may be determined by the Board, to any and all water users within the District. Said schedule of rates may provide for differential rates for different categories of use and different quantity blocks.

**11.1** The District as far as practicable, shall fix such rates and charges for water as will result in revenues, which will:

**11.1.a** Provide for reimbursement from all new water concessionaires for the cost of installation of new services and/ or meters;

**11.1.b** Provide for revenue for all water deliveries and services performed by the District;

**11.1.c** Pay the operating expenses of the District;

**11.1.d** Provide for the maintenance and repairs of the waterworks;

**11.1.e** Provide a reasonable surplus for replacement, extension and improvement; and

**11.1.f** Pay the interest and principle and provide a sinking fund for the payment of debts of the district as they become due and establish a fund for reasonable reserves for use in case of emergencies, calamities, force majeure, etc.

**11.2** The Water District shall abide by the provisions of LOI 700 and shall:

**11.2.a** Implement a socialized pricing scheme in setting water rates whereby the more affluent, heavy users per unit the low –income, minimal users of water;

**11.2.b** Ensure that water rates are not abruptly increased beyond the water user capacity to pay whereby the minimum monthly charge (MMC) shall not exceed 5% of family income of the low-income group;

**11.2.c** Ensure that each increase in water rates does not exceed 60% of the current rate;

**11.2.d** Implement 100% metering to ensure correct charging actually consumed and to discouraged its wasteful use; and

**11.2.e** Conduct public hearing prior to any proposed increase in water rates.

**11.3** The Water District adheres to the provision of LOI 744 and shall:

**11.3.a** Implement expansion plans in phase so as to keep in step with growth in demand without resulting in excess capacity;

**11.3.b** Prepare and implement a public education program, which shall concentrate on the need and methods of water conservation, water rates 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 rate;

**11.3.c** See to it the composition of the Board insures that the concessionaires are properly and fully represented;

**11.3.d** Submit to the District's Board of Directors the water rates Schedule for approval, after the conduct of the required public hearing for the purpose

**11.3.e** Submit the Water Rates Schedule to LWUA for review and confirmation, which 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 there from by a water concessionaire to the National Water Resources Board (NWRB).

**Section 12. Schedule of Approved Water Rates.** The Water District implements the following Water Rates pursuant to Board Resolution No. 052<sup>4</sup>, Series of 2017, thus:

Classification	Size	Minimum Charge	Commodity Charge			
			11-20	21-30	31-40	41-Up
Residential/ Government	1/2"	170.00	19.15	21.75	24.85	29.20
	3/4"	272.00	19.15	21.75	24.85	29.20
	1"	544.00	19.15	21.75	24.85	29.20
	1 1/2"	1,360.00	19.15	21.75	24.85	29.20
	2"	3,400.00	19.15	21.75	24.85	29.20
	3"	6,120.00	19.15	21.75	24.85	29.20
Commercial/ Industrial	4"	12,240.00	19.15	21.75	24.85	29.20
	1/2"	340.00	38.30	43.50	49.70	58.40
	3/4"	544.00	38.30	43.50	49.70	58.40
	1"	1,088.00	38.30	43.50	49.70	58.40
	1 1/2"	2,720.00	38.30	43.50	49.70	58.40
	2"	6,800.00	38.30	43.50	49.70	58.40
Commercial A	3"	12,240.00	38.30	43.50	49.70	58.40
	4"	24,480.00	38.30	43.50	49.70	58.40
	1/2"	297.50	33.50	38.05	43.45	51.10
	3/4"	476.00	33.50	38.05	43.45	51.10
	1"	952.00	33.50	38.05	43.45	51.10
	1 1/2"	2,380.00	33.50	38.05	43.45	51.10
Commercial B	2"	5,950.00	33.50	38.05	43.45	51.10
	3"	10,710.00	33.50	38.05	43.45	51.10
	4"	21,420.00	33.50	38.05	43.45	51.10
	1/2"	255.00	28.70	32.60	37.25	43.80
	3/4"	408.00	28.70	32.60	37.25	43.80
	1"	816.00	28.70	32.60	37.25	43.80
Commercial C	1 1/2"	2,040.00	28.70	32.60	37.25	43.80
	2"	5,100.00	28.70	32.60	37.25	43.80
	3"	9,180.00	28.70	32.60	37.25	43.80
	4"	18,360.00	28.70	32.60	37.25	43.80
	1/2"	212.50	23.90	27.15	31.05	36.50
	3/4"	340.00	23.90	27.15	31.05	36.50
Bulk/Wholesale	1"	680.00	23.90	27.15	31.05	36.50
	1 1/2"	1,700.00	23.90	27.15	31.05	36.50
	2"	4,250.00	23.90	27.15	31.05	36.50
	3"	7,650.00	23.90	27.15	31.05	36.50
	4"	15,300.00	23.90	27.15	31.05	36.50
	1/2"	510.00	57.45	65.25	74.55	87.60
Bulk/Wholesale	3/4"	816.00	57.45	65.25	74.55	87.60
	1"	1,632.00	57.45	65.25	74.55	87.60
	1 1/2"	4,080.00	57.45	65.25	74.55	87.60
	2"	10,200.00	57.45	65.25	74.55	87.60
	3"	18,360.00	57.45	65.25	74.55	87.60
	4"	36,720.00	57.45	65.25	74.55	87.60

Note: Flat rate shall be computed based on the average consumption of 1/2" Residential connection times the meter rates for said connection.

**CATALINO T. CACHUELA**  
Acting Manager, LWRF-Visayas/Mindanao

4 Approving the Implementation of the new water rates (₱ 170.00/cu.m.) of the Balamban Water District as approved by LWUA Board of Trustees Resolution No. 113 Series of 2017 "Approval of the Proposed water rates of Balamban Water District (Cebu), CCC No. 622)

## **RULE 5. SERVICE CONNECTIONS AND PROCEDURES**

**Section 13. Installation of a service connection.** The service connection or laterals from the Water District's distribution line shall be installed by its authorized plumbers only after all the requirements stated in Section 6 of this Utility Rules are complied with.

**Section 14. Size and Location of Service Connection.** Balamban Water District 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. The following specific rules and regulations are applicable, thus:

**14.1** The laying of pipes of the concessionaires' house to the meter shall not be done until the Balamban Water District has approved the location of the service connection.

**14.2** The water meter shall be located outside the property line immediately after the District's distribution pipeline. Each concessionaire should provide a protection cage for the water meters.

**14.2.a** For STUB-OUTS, Protection cage shall be provided by the Water District.

**14.2.b** For INDIVIDUAL CONNECTIONS, the concessionaire will have to provide its own.

**14.3** The sizing of concessionaire's service connection pipeline shall be determined by the District such that:

**14.3.a** The water pressure at concessionaire's first faucet/outlet shall not be less than three (3) POUNDS PER SQUARE INCH (psi) and the farthest faucet is not less than one (1) POUND PER SQUARE INCH (psi);

**14.3.b** The water supply pressure at the immediate neighbors shall not be less than three (3) PSI at the first faucet (left and right neighbors).

**14.3.c** Any water delivery below the 3 PSI minimum may be allowed only if the applicant will issue a written waiver

stating therein that such low pressure and its effect is not the fault of the District and at concessionaire's own violation;

**14.3.d** Any location of the water meter shall be safeguard, free from tampering, accessible to the meter reader and easy to monitor.

**Section 15. Required Fittings in a Service Connection.** Entry service connection installed by the Water District shall be equipped with a swing valve, lock wing valve, street elbow and GI nipple at the inlet side of the meter and a check valve at the outlet side of the meter which shall be for its exclusive use in controlling and shutting the water supply through a service lateral.

**Section 16. Pressure Conditions.** All applicants for service connection or water service shall be required to accept such condition of pressure and service as are provided by the distribution systems at the location of the proposed connection, and shall agree to hold the District not liable for any damages arising out of low pressure or high pressure condition or interruption of service beyond the District's control.

**Section 17. Water Meter.** The Water District reserves the right to set and maintain a water meter on any connection. In cases of disconnection, the water meter will be deposited to the Water District or locked to ensure payment of any remaining balance in the water bills & other charges. Any attempt to unlock whatever lock the Water District personnel may place on the Water Meter shall authorize the Water District to permanently cut the water service of the concessionaire, with prejudice.

**Section 18. Curb Cock/Gate Valve and Check Valve.** Every service connection shall be installed with curb cock at the tapping point and a gate valve on the discharge side of the meter stand for the purpose of controlling water flow by both the District and a concessionaire except in case of disconnection of water service where the District is forced to lock the valve. A check valve shall be installed immediately after the water valve before the meter stand to prevent reverse flow or accidental cross-connection.

**Section 19. Location of Water Meter.** All water meters shall be installed outside the boundary line of a property, which will be convenient to meter readers,

plumbers and personnel of the Water District to read, repair, maintain and disconnect.

**Section 20. Meter Testing Procedure.** When the accuracy of a water meter is questioned, the Water District, upon request, will cause an official test to be made, subject to the applicability of Section 33 of these Rules, which will be as follows:

**20.1** The concessionaire shall be duly notified at least two (2) working days before the testing date, of the time and place so he can attend the test. If and when the concessionaire will not be present on the specified time and place, the District's personnel shall perform the test and the concessionaire has automatically waived his right.

**20.2** The water meter must be tested on variable rates of delivery and if the average rate of registration is more than two (2) percent in excess of the total quantity of water passing through the meter, the Water District shall adjust the water bill based on the provisions of Section 22.

If the water meter is within two (2) percent of accuracy, the requesting concessionaire has to pay a service charge of ONE HUNDRED PESOS only (P100.00) in cash or will be included in his next month's bill.

## **RULE 6. COMMERCIAL ACTIVITIES AND PROCEDURES**

**Section 21 Schedule of Commercial Activities<sup>5</sup>.** Meter Reading and Bill Tending Schedules.

**21.1** Meter Reading of the concessionaires' water meters will start on the first working day of the month;

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<sup>5</sup> RESOLUTION NO. 265 Series of 2012," ADOPTING THE FINAL BALAMBAN WATER DISTRICT'S SCHEDULE OF METER READING , BILL TENDING, DUE DATES, PENALTY AND DISCONNECTIONS FOR THE DIFFERENT AREAS SERVICED BY THE DISTRICT".

**21.2** Bill Tending Schedule<sup>6</sup> shall follow the schedule below:

### **BILLING SCHEDULES:**

Zone #	Areas	Meter Reading	Bill Tending	Due Date	Penalty	Disconnection
011 / 021 / 052	Pulo / Baliwagan	<b>1 to 3</b>	<b>4</b>	<b>16</b>	<b>17</b>	<b>26</b>
061 / 062 / 071	Sta.Cruz / PubMkt / Baliwagan	<b>3 to 4</b>	<b>5</b>	<b>17</b>	<b>18</b>	<b>27</b>
031 / 032 / 051	Prenza / Cam / Pili / Brding	<b>4 to 5</b>	<b>6</b>	<b>19</b>	<b>20</b>	<b>1</b>
081 / 111 / 141	Aliwanay / Lacdon	<b>5 to 6</b>	<b>7</b>	<b>20</b>	<b>21</b>	<b>2</b>
161 / 162 / 163	Cab / Bung / Cen / Kalubihan / Sam-ang	<b>6 to 7</b>	<b>8</b>	<b>22</b>	<b>23</b>	<b>2</b>
171 / 172 / 173	Men / Kat / Pun / Tub / Lamac / Ibo	<b>7 to 8</b>	<b>10</b>	<b>23</b>	<b>24</b>	<b>2</b>
151 / 152 / 041 / 181 / 092	Abucayan / Lomboy / Nangka / Cantuod	<b>8 to 10</b>	<b>11</b>	<b>25</b>	<b>26</b>	<b>4</b>
121 / 122 / 123	Alang / Cal / Looc / Centro	<b>10 to 11</b>	<b>12</b>	<b>26</b>	<b>27</b>	<b>7</b>
124 / 125 / 126	Alang / Cal / Seg / Cent / Cam	<b>11 to 12</b>	<b>13</b>	<b>28</b>	<b>29</b>	<b>9</b>
127 / 128 / 091	Centro / Laray / Segra / Sob / Saksak	<b>12 to 13</b>	<b>14</b>	<b>29</b>	<b>30</b>	<b>9</b>
182 / 191	Singsing / Biasong / Vito	<b>14 to 15</b>	<b>18</b>	<b>30</b>	<b>31</b>	<b>10</b>
131 / 192 / 193 / 153 / 072	Hingat / Canso / Arpili / Lamesa / Cantibas	<b>14</b>	<b>15</b>	<b>30</b>	<b>31</b>	<b>10</b>
CHARGES:			BILL AMOUNT	BILL AMOUNT	+10% OF YOUR WATER BILL	+10% of your water bill +P50 Service fee

**Section 22. Concessionaire's Obligation.** It is the responsibility of the Concessionaire to secure his Billing Statement on or before the scheduled Bill Tending activities of the District. Failure to do so will not excuse the non-payment of the Bill, subject the following terms and conditions.

#### **22.1 Water charges or bills.**

**22.1.a** Water charges or bills shall start immediately after the water service connection is installed, commissioned and turnover to the concessionaire or his agent.

**22.1.b** Water bills for the current month will be accepted by BWD at its principal office address, and/or by the authorized collecting partners, namely, M. Lhuillier Kwartá Padala, Land Bank of the Philippines, RD Cash Padala, Inc. and other collecting partner of BWD which may be contracted as such after the approval of this URR, provided that the following shall only be paid at the principal office of BWD, to wit:

<sup>6</sup> PAID IN-CHARGE WILL GENERATE LIST OF MONTHLY DISCONNECTED ACCOUNTS AND WILL BE INCLUDED IN THE READING SCHEDULE.

- Discounted Bills (e.g. Senior Citizen)
- Staggered payments for the water meters and;
- New Water Service Connection (NWSC) with existing arrears.)

**22.1.c** Failure to receive a bill does not relieve a concessionaire of his obligation. Any amount due shall be deemed a debt to the Balamban Water District.

**22.1.d** Complaints on water consumption, as stated on the Water Bill, shall be made at the BWD office within 5 working days upon receipt of the water bill. The water bill or statement of account will be considered correct and final if no complaint is reported after the 5 days contestability period.

## **22.2 Payment of Water Bills.**

**22.2.a** Payment using the personal check shall not be accepted.

**22.2.b** In case when payment is made through Commercial Check (For Company Accounts Only), and the check is dishonored, it shall be deemed a debt to BWD and any person, firm or corporation failing, neglecting or refusing to pay to said indebtedness thereof shall be held liable to civil action in the name of said District in any court of competent jurisdiction for settlement/ collection of debt.

**22.2.c** Payment of water bills and other miscellaneous service charges after the due date should be made only at the BWD office;

**22.2.d** Concessionaires are given fifteen (15) calendar days after its billing date to pay their bills on time. Starting on the 16th day, a disconnection notice will be issued and a penalty of ten percent (10%) will be added to the current water bill, and other current charges billed.

**22.2.e** If after twenty (20) days from the date of delivery personally to the concessionaire, the water bill remains unpaid, the water service will be disconnected regardless of the amount and without further notice.

**22.2.f** Due dates falling on holidays or Sundays will be considered on the next working day.

### **22.3 Water Leaks affecting Billing.**

**22.3.a** For after meter leaks which are disregarded intentionally by the Concessionaire;

**22.3.b** The Operations and Maintenance Div. AND Commercial & Finance Division will evaluate the “Seen” and “Unseen” leaks.

**22.3.c** If leaks are found, the Concessionaire will be notified and given 3 working days to take action. If no intervening measure is being made on the part of the concessionaire, the management reserves the right to cut-off the water supply and repair the leaks and all expenses will be shouldered by the Concessionaire.

**Section 23. Basis for Computation of Adjusted Bills.** The following shall be the method of computation of adjusted bills:

**23.1** If the water meter is 100% efficient, present reading minus previous reading equals the consumption in cubic meter.

**23.2** In cases where the water meter is not functioning at 100% efficiency, the formula for adjustment will be; **ADJUSTMENT = 100% / Average Water Meter Efficiency X Consumption.**

**23.3** When methods A & B are not applicable, the basis for computation shall be his average consumption for the previous three (3) months.

**Section 24. Refunds.** If, for any reason a concessionaire becomes entitled to a refund such as overpayment for a closing bill or other just cause, a request shall be made by him to the Water District within fifteen (15) working days from the date the refund became known to him or the Water District whichever is earlier. In the event the overpayment was made on a bill, the amount overpaid shall either be credited to the concessionaire’s account, at the option of the concessionaire.

**Section 25. Adjustments.** As a general rule, no AUTOMATIC adjustment OF WATER BILL SHALL be made on all leaks after the water meter. An inspection

shall first be made and done first by authorized personnel of BWD prior to adjustment. In case there is the existence of water leak after the meter the water bill shall be charged as follows, to wit:

**25.1** 75% of the bill if the leak is noticeable, or

**25.2** 50% of the bill if the leak is unnoticeable

Any materials needed shall be borne by the concessionaire including the miscellaneous service charges, if any. This Adjustment of water bill due to leaking can only be availed ONCE.

**Section 26. Disputed Bills.** In the event a complaint is made by a concessionaire that his water bill is excessive, an investigation shall be conducted by the Water District. A separate reading shall be made independent of the first reading to determine in particular if there are leaks in the service line and or a defect in the water meter.

Should there be no leak found, upon request of the concessionaire, the water meter shall be removed and subjected to test set forth in Section 20. In the event the concessionaire continues to question the water bill, a personal investigation of the said connection shall be made by the Utilities Customer Services Assistant D or Division Head of the Commercial Division or any official or employee who may be authorized by the GM, and if the latter finds no reason to adjust the said bill, he shall refer the disputed bill to the GM for the ruling subject to the rights of the concessionaire to appeal such ruling.

Should the investigation find no reason to adjust said bill, the GM shall affirm the disputed bill and the collection procedures shall be pursued by the concerned offices.

The Concessionaire, should it be desired, may appeal the GM's decision before the Board of Directors of the District, whose decision shall be final and unappealable. Otherwise, the connection shall be declared delinquent five (5) days from the date of notice of the affirmed disputed bill.

**Section 27. Temporary Disconnection of Delinquent Service.** A delinquent service shall be subject to Temporary Disconnection. For this purpose, a Temporary Disconnection Order (TDO) shall be immediately issued and caused to be signed/ approved by the GM, or in his absence or unavailability, the



Commercial Division Chief, or any of the GM's authorized representative, on the day the delinquency commences.

Once a TDO is issued the service connection is therefore considered disconnected in the computer system of the Commercial Division, and immediate and actual disconnection in the field by the responsible officials and employees shall be implemented after the dispatch of the TDO, ***provided*** that the endorsement from the Commercial Division to the Operations shall not be later than 10:00 o' clock in the morning; ***provided further*** that the dispatch of the Operations Division shall not be later than 12:00NN.

It shall be the responsibility of the Operations Division to implement the Disconnection Order on the day of its dispatch from the Commercial Division, and return the same on the same day to the Commercial Division already implemented, *provided*, that should the concessionaire settle the bill and pay the reconnection fee right after actual disconnection, on the same day of disconnection, the water service shall be reconnected.

No Disconnection of the water service, however, shall be done on Friday and Holidays<sup>7</sup> (Board Resolution No. 024 Series of 2017).

## **RULE 7. DISCONNECTION, RECONNECTION AND FEES**

### **Section 28. Disconnection of a Service Connection.**

**28.1** The Water District shall disconnect a service connection based on the following reasons:

**28.1.a** Non-payment of water bills and other charges as in Section 22.2 d;

**28.1.b** Voluntary Disconnection; and

**28.1.c** Illegal connections

**Section 29. Dropped from the Master List.** If for any reason a disconnected service connection was not re-opened after twelve (12) months / (1 year) from the date of disconnection, his application fee will be forfeited in favor of the

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<sup>7</sup> (Board Resolution No. 024 Series of 2017) Approving the proposed policy on "NO Disconnection on Fridays and Holidays" as presented by Committee Chairperson on Commercial Division, Director Rizalina P . Gimena

Water District, and his service connection will be dropped from the Master List or list of accounts.

**29.1** However, this does not free the concessionaire from his obligations to the Water District. BWD has the discretion over dropped service connections. Any future application of the same account shall be considered as new applicant and new service.

**29.2** This rule is applicable only for those accounts who filed voluntary disconnection and without pending balances and payables.

**Section 30. Reopening of a Disconnected Service Connection.** A disconnected service connection can only be activated upon payment of all accounts and/or the necessary service charges.

**Section 31. Maintenance of Service Connections.** The District shall maintain the service line before the water meter. Maintenance of the lines after the water meter shall be borne by the concessionaire.

**Section 32. Miscellaneous Service Charges.** The following are the miscellaneous service charges of the Water District.

**32. 1 Change Name Fee.** This fee is collected from concessionaire who wishes to change the name of the Registered Owner, thus:

**32.1.a** One Hundred Pesos (P100.00) shall be charged to the applicant for the change of his / her registration name in the account number of same family or transfer of accountability to another concessionaire with a waiver from the previous owner.

**32.1.b** No fees shall be collected if the applicant is the SPOUSE of the deceased account holder provided that a Death Certificate is available at hand.

#### **32.2 Relocation/Transfer Fee**

**32.2.a** A Five Hundred Pesos (P500.00) shall be charged to the applicant for the transfer of service connection from one tapping point to another (non-refundable);

**32.2.b** The concessionaire/s shall be free from transfer fee (subject for assessment by the District's Surveyor) , if the transfer of tapping will be done by the Water District for reasons of development and improvement project made for the convenience of the constituents.

**32.3 Service Fee.** This amount shall be charged to the concessionaire due to the following conditions:

**32.3.a** If a concessionaire, by written request, wanted his water bill to be collected on his convenient place within the District's jurisdiction. Date and time must be specified or else visit shall be considered as another service and a ₱50.00 fee shall be collected.

**32.3.b** A Fifty Pesos (P50.00) shall be charged to the concessionaire for non-payment of water bill or after a *Disconnection Order* has been approved or signed by the General Manager or Commercial Division Head (Non-refundable).

**32.4 Reconnection Fee.** This fee covers the cost of disconnecting a service and for reconnecting or reactivation of the same.

**32.4.a** A fee of **One Hundred Pesos (P100.00)** is required prior to reconnecting the service;

**32.4.b** The above stated reconnection fee covers all service connection classifications;

**32.4.c** Applicable to current disconnections regardless of the number of times that a certain service connection is/was disconnected and regardless of classification;

**32.4.d** A reconnection fee of One Hundred Pesos (P100.00) shall be collected from each disconnected service connection plus the full settlement of its accountability to the BWD before the reactivation of the said service connection.

### **Section 33. Turning Water Supply On and Off.**

**33.1** No charge will be made for turning on or shutting off the water supply when requested by the concessionaire for closing an old account or for opening a new account.

**33.2** If a District 's representative is in any way been 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. Consequent cost of such efforts plus the estimated cost of reconnection must be paid in full by the concessionaire before the service is restored.

**33.3** The District upon request or for emergency reason shall shut off at any time of the day or night the water supply at the curb cock or gate valve without charge to the concessionaire, and that the District shall turn on the water supply when repairs are done.

**Section 34. Maintenance of Water Pressure and Shutting Down for Emergency Repairs.** 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 in the discretion of the District, necessitates such discontinuance of service. Concessionaires who are dependent on continuous water supply should provide their own "emergency water storage".

**Section 35. Water Used Without Valid Application.** A person, firm or corporation taking possession of the premises and using water from an active service connection without having a registered application to the District for water service, shall be held liable for the water served / delivered from the date of the last recorded meter reading. In case the water meter is found not operational the quantity of water consumed shall be estimated applying the acceptable practice. If application for water service is not made upon notification to do so by the District, and if accumulated bills for service are not paid immediately, the service may be disconnected by the District even without a prior written notice.

**Section 36. Fire Protection Capacity.** The Water District may install and maintain pipeline capacity and additional hydrants for fire protection purposes. Provided that a prior agreement has been executed with the public entity, in this case, the Bureau of Fire Protection, having principal fire protection responsibility within the District whereby the Water District will be reimbursed over the reasonable life of the said facilities for the cost of installation and operation. (Chapter VII, Section 32 of PD 198, as amended.)

**Section 37. Private Fire Hydrant.** A person, firm or establishment who may want to have his own fire hydrant shall shoulder the cost of materials, (in cases where the Bureau of Fire Protection cannot provide them), and the only responsibility of the Water District is the installation and maintenance of the said fire hydrant, provided that the person, firm, or establishment will sign a memorandum of agreement/contract that the water from the fire hydrant will only be used for fire-fighting purposes.

**37.1** If water is used through a fire hydrant, for any purpose other than where it is intended which is the extinguishing of fire, the Water District shall have the right to place a meter on the fire hydrant at the owner's expense or to shut-off the entire water supply from such premises.

**37.2** A person, firm, or establishment who has been installed with a private fire hydrant shall be provided with a wrench/hydrant key necessary to operate the fire hydrant and an angle valve of a type approved by the Bureau of Fire Protection.

## **RULE 8. RULES APPLICABLE TO HOUSING SUBDIVISIONS AND THE LIKES.**

### **Section 38. Subdivision and Main Extension.**

**38.1** Any owner or sub-divider of a single lot or subdivision or tract of land desiring to avail of the District's water service shall make a proper application to the Water District. The District shall conduct routine field inspection to determine the feasibility / viability of such application.

**38.2** Turn-over of subdivision water facilities to the District is subjected to District's subdivision and Expansion Policies among which are:

**38.2.a** That the **Developer** shall immediately turn-over to the **Water District**, the water system pipelines with valves and controls inside the above-named Subdivision and allow the Water District to enter the area during maintenance activities at reasonable time of the day;

**38.2.b** That the **Water District**, upon acceptance of the turn-over, shall maintain the water system inside the subdivision and facilitate necessary improvements at its extent;

**38.2.c** That the **Developer** shall first review and approve in writing the proposed improvements of the **Water District** for the water system inside the subdivision prior to implementation;

**38.3** That the **Water District** shall only install service connection to the subdivision lot owners after release of written clearance from the developer/subdivision home owner's association;

**38.4** The **Developer** shall provide an as-built plan of the water distribution system inside the subdivision;

**38.4.a** The **Developer** and the **Water District** shall conduct a joint inspection of the water distribution system;

**38.4.b** That all Testing, that includes Hydro Test Result and Disinfection, shall be furnished by the **Developer** to the **Water District**;

**38.4.c** That turn-over of assets, rights and permits are free of charge to the District.

**38.4.d** That the system is BUILT AS NEW. It means that the facilities subject to turn-over are still capable to generate revenues sufficient to finance the replacement of retiring or deteriorated facilities, and rehabilitation of obsolete / substandard systems.

- 38.4.e** That the turn-over facility should be compatible so as not to affect adversely the existing system financially and physically.
- 38.4.f** That the BWD, upon acceptance of the turn-over, shall maintain the water system inside the subdivision and facilitate necessary improvements at its extent;
- 38.4.g** The Developer shall provide the present and future water demand in terms of cu.m per day of the Subdivision.  
In cases where the area needing Water Service is located in a subdivision, a copy of occupancy permit or clearance from the developer should be submitted.
- 38.4.h** That the owner or sub-divider allow the WD personnel to enter the area during maintenance activities at reasonable time of the day;
- 38.4.i** That the BWD, upon acceptance of the turn-over, shall maintain the water system inside the subdivision and facilitate necessary improvements at its extent;
- 38.4.j** That a Memorandum of Agreement (MOA) shall be executed and signed by and between the Balamban Water District (BWD) and the Owner or sub-divider;
- 38.4.k** That the Owner or Sub-divider shall first review and approve in writing the proposed improvements of the BWD for the water system inside the subdivision prior to implementation;
- 38.4.l** That the BWD shall only install service connection to the subdivision lot owners after release of written clearance from the developer/subdivision home owner's association;
- 38.4.m** That the system correction shall be done at the expense of the Owner / Developer.

**38.4.n** That the design and construction shall comply with the District and LWUA's specifications and standards.

**38.5** Subdivision Development under Conception – For such project the District shall intervene to ensure that water franchise is properly protected. However if the proposed project 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 establishment of WD standard. This is required particularly in anticipation for the future turn-over of the water supply system to the Water District.

## **RULE 9. PROHIBITED ACTS AND INCENTIVES FOR INFORMANTS**

**Section 39. Tampering With District Property.** It shall be unlawful, at any time and in any manner, to interfere with meters or their connections, distribution mains and other parts of the water system owned and operated by the Water District, except those done by their authorized officials and employees.

**39.1** Anyone caught stealing water by tampering or pilferage shall be liable for the following, to wit:

**39.1.a** Consumption assessment, under collection, unpaid service, etc., as provided in these Rules;

**39.1.b** Fines due to act of commission of criminal act of qualified theft for water, as provided in the Revised Penal Code and other pertinent laws, and as may be enumerated in the succeeding sections.

**39.1.c** Penalty of imprisonment, as may be provided in pertinent criminal charges under the Revised Penal Code and other pertinent laws, and as may be enumerated in the succeeding sections; and



**39.1.d** Cost of damages to District property or other private properties, under the New Civil Code of the Philippines, as may be enumerated hereafter.

**39.1.e** The above charges due to pilferage / tampering shall be included in the District's Consolidated Anti-Pilferage Policy and Practice.

**39.1.f** If the discovery and apprehension was made possible by an informer volunteering information of the crime of pilferage, the informer who is aided or assisted by the facilitator / witnesses are rewarded with substantial cash rewards.

**39.1.g** In the case of connecting water services from an existing and illegal service without approval from the District, the illegal connector will be fined as follows, to wit:

Offense	Penalty
a. 1 <sup>st</sup> Offense	Written warning plus admittance affidavit of the offender
b. 2 <sup>nd</sup> Offense	Php 10,000.00
'c. 3 <sup>rd</sup> Offense	Php 20,000.00
'd. 4 <sup>th</sup> Offense	Court case applying District consolidated Anti-Pilferage Policy and practice per the Provincial Water Utilities Act of 1973 and the Water Crisis Act of 1995

**Section 40. Illegal Connections.** A water service connection, which is not registered and authorized by the Water District, is considered as an illegal connection:

**40.1** Installed without an application made to the Water District;

**40.2** Installed by unauthorized persons;

**40.3** Installed in a building different from what was indicated in the application;

**40.4** Unauthorized re-opening of service connections which are disconnected due to non-payment of water bills and/or due to non-compliance with the Water District's rules and policies; and

**40.5** Water pilferage and other similar acts.

**Section 41 Prohibited Acts.** It is hereby declared unlawful for any person to:

**41.1** Destroy, damage or interfere with any reservoir, pipes, or other works, appliance, machinery, buildings or property of the Water District;

**41.2** Do any malicious act which shall injuriously affect the quantity or quality of the water delivered by the Water District or the supply, conveyance, measurement or regulation thereof, including the prevention of, or interference with the Water District's personnel.

**41.3** Prevent, obstruct and interfere with the survey works and construction of water mains and distribution networks, any other related works of the Water District;

**41.4** Tap or make any connections with the water lines without prior authority or consent from the Water District;

**41.5** Tamper, install or use tampered water meters, sticks, magnets, shortening of vane wheels, and other devices to steal water or interfere with the accurate registry or metering of the water usage;

**41.6** Steal or pilfer water meters, mainlines, and other related facilities of the Water District;

**41.7** Steal water for profit or resale;

**41.8** Knowingly possess stolen or tampered water meters; and

**41.9** Knowingly or willfully allow the occurrence of any of the above.

**Section 42. Prima Facie Evidence.** The presence of any of the following circumstances shall constitute prima facie evidence of theft, pilferage or of any unlawful acts enumerated in Section 38 and 39 hereof:

- 42.1** The existence of illegal or unauthorized tapping to the water main or distribution line;
- 42.2** The existence of any illegal connection such as reversed water meter, shortened vane wheel, bypass or other connections which adversely affect the registration of the water meter;
- 42.3** The presence of a bored hole in a glass cover of the water meter, or at the back of any part of the meter including the vertical vane;
- 42.4** The presence of tampered or fake seals of the water meter. Inspection of tampered water meter shall be done in the presence of the registered water service concessionaire.
- 42.5** The presence of reversed water meter in the premises, insertion of rod, wire or stick in the water meter, shortened vane wheel, removal or alteration of any part of the meter mechanism, use of magnet and any similar devices which interfere with the meter registration;
- 42.6** Destruction of the water meter protection and other metering accessories; or
- 42.7** Abnormal imprints, traces or marks found in the water meter assembly.

**Section 43. Usage of Electrical and Mechanical Suction Pumps.** It is strictly prohibited for any person, firm or corporation to use electrical and/or mechanical suction pump directly in his service lines in order to augment the supply of water in his premises. This will not only distort the water in the distribution line but this could also lead to the destruction of the water meter.

**Section 44. Incentive for Reported Illegal Connections.** Persons who reported illegal connections, tampering of water meters, pilferage and similar acts where

a prima facie evidence exists will receive an incentive of Five Thousand Pesos (Php 5,000.00) regardless of the amount of the penalty. His report will also be treated as confidential. Reward will be paid in cash, after compliance with procedures in accordance with standard accounting and auditing rules and regulations of the Commission on Audit (COA).

## **RULE 10 - FOREBEARANCE**

**Section 45. Forbearance of the Board and the GM.** The Board and the GM, *motu proprio*, or upon application, prior to their exercise of their respective roles and functions under these Rules, may forbear from applying the pertinent provisions of these Rules, for a limited time, in whole or in part, in all specific cases, on a concessionaire or group of concessionaires, if in their determination:

**45.1** Enforcement is not necessary to the attainment of the policy objectives of the Rules;

**45.2.** Forbearance will neither impede the continuous operation of the Water District or hamper any of its functions and responsibilities, and should the forbearance be for the mutual benefit of the Water District and their valued Concessionaires.

*Provided*, that forbearance will be granted for a maximum of six (6) months for the Board, and three (3) months for the GM. Any extension to the period shall have to be expressly approved by the Board. Any extension of the duration of a forbearance shall not be longer than one (1) year.

## **RULE 11- FINAL PROVISIONS**

**Section 46. Amendment and Revisions of these Rules.** As the need arises, this URR may be amended by the Board. Any amendment to this URR shall be applicable to all concessionaires, including old connections approved before the date of effectivity of the said amendment.

**Section 47. Repealing Clause.** Any other rule or regulation and/or parts thereof contrary to or inconsistent with the provisions of this URR is hereby repealed, modified or amended accordingly.

**Section 48. Separability Clause.** If any section, subsection, sentence, clause or phrase of these rules and regulation is, for any reason, deemed to be unconstitutional, illegal or unlawful, such proscription shall not affect the validity of the remaining portion of the rules and regulations.

If any provision in this URR, or application of such provision to any circumstance, is declared invalid or unconstitutional, the other provisions not affected thereby shall remain valid and subsisting.

**Section 49. Effectivity Clause**

This URR shall take effect fifteen (15) calendar days after its publication in a newspaper of general circulation.

Approved this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

**BERNABE KARLO O. GONZALEZ III**  
Chairman

**JUANITA L. ENGLIS**  
Member

**RIZALINA P. GIMENA**  
Member

## BWD BOARD OF DIRECTORS AS OF JUNE 2020



**Bernabe Karlo O. Gonzalez III**  
Chairman of the Board  
Business Sector



*Vacant*  
V-Chairman of the Board  
Professional Sector



**Juanita L. Englis**  
Board Secretary  
Women Sector



**Rizalina P. Gemina**  
Board Member  
Education Sector



*Vacant*  
Board Member  
Civic Sector



**Marrie Ann Rose S. Pilapil**  
Secretary A



Engr. Dante B. Navarro  
GENERAL MANAGER C

**ADMIN/GEN. SERV. DIVISION**



Hazel Marie N. Buhia  
DIVISION MANAGER C



May D. Solis  
Administrative Services  
Assistant B



Melchor M. Curacha  
Administrative Services  
Aide



John Michael M. Tejano  
Computer Operator



May M. Apas  
Utility



Tisha Norde Marie D. Cudes  
Procurement Assistant A



Diosdado H. Cudis  
Utility Worker A



Vevencia O. Collantes  
Storekeeper D



Donah E. Redondo  
Utility Worker B



*VACANT*  
Reproduction Machine  
Operator B



*VACANT*  
Industrial Security  
Guard



Engr. Dante B. Navarro  
GENERAL MANAGER C

**COMMERCIAL AND FINANCE DIVISION**



Isidro S. Enumerables  
DIVISION MANAGER C



Lucia G. Melgar  
Corporate Budget  
Specialist A



Hannah Lou A. Aguanta  
Collection Assistant



Laizaniel N. Rallos  
Cashier D



Kathleen R. Englis  
Collection Assistant



Arianne Gay M. Hisoler  
Utilities/Cust. Services  
Assistant D



Mimi S. Yntig  
Accounting Processor  
B



Jann Rhela A. Longakit  
Senior Accounting  
Processor



Maria Merlinda C. Gorgonio  
Document Binder



Crisjean M. Generale  
Utility Worker B



Alfie C. Pepito  
Utilities/Cust. Services  
Assistant B





Victor A. Napoles  
Utilities/Cust. Services  
Assistant D



Julito A. Mapa  
Utility Worker B



*VACANT*  
Utilities/Cust. Services  
Assistant E



Oliver C. Guineta  
Utility Worker B



*VACANT*  
Utilities/Cust. Services  
Assistant D



*VACANT*  
Courier

## CONTRACT OF SERVICE



Nestlee M. Dalaniel  
Survey Aide



Jay R. Pilderos  
PACD In-Charge



Dennis E. Rojas  
Meter Reader



Nino James G. Dumdum  
Meter Reader



Mark Anthony C. Dalaorao  
Meter Reader



Engr. Dante B. Navarro  
GENERAL MANAGER C

## OPERATIONS AND MAINTENANCE DIVISION



Engr. Rigie E. Mendoza  
DIVISION MANAGER C

## OPERATIONS DIVISION



Janice B. Padilla  
Water Sew./Maint. Man C



Ruel Alfonso B. Quimbo  
Water/Sew./Maint. Man C



Sancho Flores  
Water/Sew./Maint. Man A



REY I. NAVARRO  
Water/Sew./Maint. Man. C.



Emmanuel E. Gimena  
Water/Sew./Maint. Man  
C



VACANT  
Water/Sew./Maint. Man. C.



Lawrence C. Lopez  
Water/Sew./Maint.  
Man C

**CONTRACT OF SERVICE**



Reggie H. Tolero



Joan G. Ressurreccion



Christyher R. Ugdamín



Severino A. Lutrago



Engr. Dante B. Navarro  
GENERAL MANAGER C

## OPERATIONS AND MAINTENANCE DIVISION



Engr. Rigie E. Mendoza  
DIVISION MANAGER C

## MAINTENANCE DIVISION



Paulino M. Salazar  
Water/Sew./Maint. Man B



Juspino E. Rojas  
Water/Sew./Maint.  
Man C



Marvin A. Bingcula  
Water/Sew./Maint. Man C



Maximiano B. Dadula  
Water/Sew./Maint.  
Man C



Cirillo S. Villacensio  
Water/Sew./Maint. Man  
C



Antonio M. Hortelano  
Water/Res./Fac. Tender B



Wilfredo P. Luste  
Water/Sew./Maint. Man  
C



Jason M. Masuta  
Water/Sew./Maint.  
Man C



Maximo A. Tingas  
Water/Res./Fac. Tender B



Junric B. Cortez  
Engineering Aide



Al P. Catalonia  
Water/Res./Fac. Tender  
B

## CONTRACT OF SERVICE/HONORARIUM



Eliezer R. Ardillo



Emet A. Capute



Jonathan S. Requina



Homer F. Miel



Nito H. Lunor



Ronald M. Frias



Richard M. Roxas



Roxani O. Lucero



Julius S. Padin



Lief M. Aguilan



Celso P. Hortelano Sr.



Neil R. Taperla



Gerald B. Quinones



Chariss A. Marcellana



Josephus C. Maban



Victor A. Son



Andrian H. Gabales



Rosendo M. Panales



Saturnino C. Resaba



Alexis J. Andebor



Glenn Enriquez



Warren G. Gabutero



Jover Reponte



Engr. Dante B. Navarro  
GENERAL MANAGER C

**PROJECT MONITORING DIVISION**



Engr. Remus C. Monteron  
DIVISION MANAGER C

<b>Do you know that with BALAMBAN WATER DISTRICT you only pay...</b>	
₱ 0.017	For a liter of water
₱ 0.068	For a gallon of water (4L)
₱ 0.34	For one kero can of water (20L)
₱ 3.40	For a drum of water (200L)
₱17.00	For one (1) cubic meter of water (1,000Liter)
₱ 170.00	For 10 cubic meters (10,000L)
1 CUBIC METER =	1,000 Liters
	5 Drums
	50 Kerocans
	264 Gallon
10 CUBIC METER =	50 DRUMS

## REMINDER:

Water conservation is imperative if we want to sustain life in our planet. Thus, we are enjoining everybody to immediately report leaking pipes, faucets and water containment facility of the Balamban Water District for immediate repair. Please call Tel. Number (032) 465-3033, (032) 465-0547 and Hotline Numbers 0919 066 5362, 0998 849 4112, 0933 488 2912. OR thru facebook messenger, Balamban Water District. Remember, Water is Life!

**THE AVAILABILITY OF WATER FOR TOMORROW  
DEPENDS ON HOW MUCH WATER WE CONSERVE TODAY.**

## **TIPS ON HOW TO CONSERVE WATER**

1. Repair leaking faucets;
2. Turn off the faucet when brushing teeth;
3. Take shorter showers;
4. Don't let the water run unabated while washing dishes;
5. Use dipper and pail when taking a bath;
6. Limit the use of washing machines;
7. Use dipper and pail in washing cars instead of running hose;
8. Collect the water used in rinsing fruits and vegetables for reuse in water plats;
9. Teach children to turn off faucets tightly after each use.