



Office of the Sangguniang Panlungsod

CITY RESOLUTION NO. 2023-346
Series of 2023

DISTRICT I
HON. CATHERINE SARINO-EVARISTO
City Councilor

HON. MICHAEL E. SOLIS
City Councilor

HON. ADRIELITO G. GAWARAN
City Councilor

HON. VICTORIO L. GUERRERO, JR.
City Councilor

HON. ALEJANDRO F. GUTIERREZ
City Councilor

HON. LEVY M. TELA
City Councilor

DISTRICT II
HON. ROBERTO L. ADVINCULA
City Councilor

HON. REYNALDO D. PALABRICA
City Councilor

HON. REYNALDO M. FABIAN
City Councilor

HON. ROGELIO M. NOLASCO
City Councilor

ON-LEAVE

HON. ALDE JOSELITO F. PAGULAYAN
City Councilor

HON. SIMPLICIO G. DOMINGUEZ
City Councilor

HON. RAMON N. BAUTISTA
Liga ng mga Barangay President

HON. MAC RAVEN ESPIRITU
SK Federation President

Attested by:
ATTY. KHALID A. ATEGA, JR.
Sangguniang Panlungsod Secretary

Certified by:
HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor

Noted by:
HON. STRIKE B. REVILLA
City Mayor

A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF AGREEMENT WITH MAYNILAD WATER SERVICES, INC. FOR AND ON BEHALF OF THE CITY GOVERNMENT OF BACOOD FOR THE USE OF TREATED WASTEWATER IN WATERING ORNAMENTAL PLANTS AND CLEANING OF ROADWAYS WITHIN THE CITY OF BACOOD, CAVITE.

Sponsored by:

Hon. Levy M. Tela

Co-Sponsored by:

Hon. Roberto L. Advincula, Hon. Ramon N. Bautista, Hon. Simplicio G. Dominguez, Hon. Catherine S. Evaristo, Hon. Mac Raven Espiritu, Hon. Reynaldo M. Fabian, Hon. Adrielito G. Gawaran, Hon. Alejandro F. Gutierrez, Hon. Rogelio M. Nolasco, Hon. Reynaldo D. Palabrica, and Hon. Michael E. Solis.

WHEREAS, on 04 October 2023, the Office of the Sangguniang Panlungsod received a letter request from the Office of the City Administrator, seeking a resolution authorizing the City Mayor, Hon. Strike B. Revilla, to sign and enter into a Memorandum of Agreement with Maynilad Water Services, Inc. for and on behalf of the City Government of Bacoor for the use of treated wastewater in watering ornamental plants and cleaning of roadways within the City.

WHEREAS, Maynilad Water Services, Inc. have several water reclamation facilities (WRF) that treat wastewater collected from residential and commercial customers. Maynilad offered the use of treated wastewater to the City Government of Bacoor in various activities including the watering of ornamental plants and cleaning of roadways within the city.

WHEREAS, a proposed Memorandum of Agreement (MOA) was submitted by the Office of the City Administrator to the Sangguniang Panlungsod for its review and approval. The proposed MOA is hereby deemed incorporated into and made an integral part of this Resolution.

NOW THEREFORE, upon motion of Hon. Levy M. Tela unanimously seconded by the rest of the Body, **BE IT RESOLVED AS IT IS HEREBY RESOLVED** by the 5th Sangguniang Panlungsod of the City of Bacoor, Cavite to authorize the City Mayor, Hon. Strike B. Revilla, to sign the proposed Memorandum of Agreement between the City Government of Bacoor and Maynilad Water Services Inc., for the use of treated wastewater in watering ornamental plants and cleaning roadways within the City of Bacoor, Cavite.



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Liga ng mga Barangay President

HON. MAC RAVEN-ESPIRITU
SK Federation President

Attested by:

ATTY. KHALID A. ATEGA, JR.
Sangguniang Panlungsod Secretary

Certified by:

HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor

Noted by:

HON. STRIKE B. REVILLA
City Mayor

RESOLVED LASTLY, to furnish the Office of the City Mayor, the Maynilad Water Services, Inc., the University of the Philippines-Office of the National Administrative Register (UP-ONAR), and other government agencies concerned with copies of this Resolution.

APPROVED on the 9th day of October 2023 at the City of Bacoor, Cavite by the Sangguniang Panlungsod of the City of Bacoor.

I hereby certify that the foregoing Resolution is true and correct and that it was passed in accordance with law.

Certified by:

HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor/Presiding Officer

Attested by:

ATTY. KHALID A. ATEGA JR.
Sangguniang Panlungsod Secretary

Noted by:

HON. STRIKE B. REVILLA
City Mayor

MEMORANDUM OF AGREEMENT

(On the Re-Use of Reclaimed Water for Clean and Green)

This Memorandum of Agreement ("MOA") is made and entered into this _____ in _____, by and between:

MAYNILAD WATER SERVICES, INC., a domestic corporation duly organized and existing under and by virtue of Philippine laws, with principal address at MWSS Complex, Katipunan Avenue, Balara, Quezon City, represented herein by its President and Chief Executive Officer, **Ramoncito S. Fernandez**, hereafter referred to as "**MAYNILAD**";

-and-

CITY OF BACCOOR, a local government unit organized and existing under and by virtue of the laws of the Philippines, with address at Molino Blvd, Bacoor, Cavite, represented herein by its City Mayor, **Hon. Strike B. Revilla**, herein referred to as the "**CITY**".

(Each, a "**Party**", and collectively, the "**Parties**".)

Recitals:

- (a) By virtue of the Concession Agreement, dated 21 February 1997, as amended, clarified and extended, **MAYNILAD** provides water and wastewater services to the 17 cities and municipalities that comprise the West Zone of the Greater Manila Area;
- (b) **MAYNILAD** has several water reclamation facilities ("**WRF**"), that operate to treat wastewater received and/or collected from residential and commercial customers to comply with the general effluent standards set by the Department of Environment and Natural Resources before their discharge to the receiving bodies of water ("**Effluent**");
- (c) The **CITY** regularly uses water for various activities, including the watering of ornamental plants and cleaning of roadways;
- (d) **MAYNILAD** offered to the **CITY**, and the **CITY** has accepted the offer of **MAYNILAD**, for the **CITY** to use the treated wastewater (Effluent) in watering ornamental plants and cleaning of roadways within the **CITY**'s territorial jurisdiction ("**Clean and Green Project**").

NOW, THEREFORE, for and in consideration of the foregoing, the Parties hereby agree as follows:

1. Term and Effectivity

This MOA shall take effect upon its due execution and shall remain valid and effective for a period of one (1) year. Upon mutual agreement in writing, the Parties may extend or renew the term of this MOA.

2. Re-Use of Reclaimed Water for Clean and Green Project

- (a) MAYNILAD shall provide the CITY with treated wastewater (Effluent) from MAYNILAD's WRFs, free of charge.
- (b) The Parties agree that the use of the treated wastewater (Effluent) shall be for the Clean and Green Project, which shall be strictly limited to the following purposes:
 - (i) Watering of ornamental plants along major and secondary thoroughfares.

For the avoidance of doubt, the treated wastewater (Effluent) shall not be used for watering or washing vegetables and other food items;
 - (ii) Cleaning of roadways, center islands, barriers, plant boxes, and underpass walls.

In no case shall the treated wastewater (Effluent) be used to wash or clean wet markets or clean cars, among others; and
 - (iii) Firefighting.
- (c) MAYNILAD does not guarantee the volumes and availability of treated wastewater (Effluent). MAYNILAD has the sole discretion to determine and control the number of collection and refill(s) per day. The treated wastewater (Effluent) may be collected from the identified WRFs based on the schedules listed in Annex "A" of this MOA.

3. Rights and Obligations of the Parties

- (a) The CITY, at its own cost, shall:
 - (i) provide and deploy the water tankers, equipment and/or vehicles necessary to collect the treated wastewater (Effluent) and refill from the WRFs;
 - (ii) provide the necessary personal protective equipment for its personnel and/or agents;
 - (iii) only use the treated wastewater (Effluent) for the purposes enumerated in Section 2 (b) of this MOA; and
 - (iv) disinfect the water tankers, vehicles and equipment should these be used for purposes other than those stated in Section 2 (b).
- (b) MAYNILAD shall:
 - (i) ensure that the treated wastewater (Effluent) complies with the Class "C" Effluent Standards (Table 2A) of the Revised Effluent Regulations of 1990 by the DENR;

- (ii) secure the necessary permits, clearances and/or certifications from the appropriate government agency(ies) for the use of the treated wastewater (Effluent);
- (iii) provide orientation and training on the proper handling of treated wastewater (Effluent) for the Clean and Green Project to the CITY's personnel or agents, free of charge; and
- (iv) provide banners or tarpaulins to be installed on water tankers and vehicles to showcase the Clean and Green Project.

4. Representations and Warranties

Each Party represents and warrants to the other Party that:

- (a) it has all the legal power and authority to execute this MOA and to carry out the terms, conditions and provisions hereof;
- (b) this MOA constitutes its valid, legal and binding obligation, enforceable in accordance with the terms hereof;
- (c) the execution and delivery of this MOA has been duly authorized by all requisite corporate action, and will not contravene any provision of, or constitute a default under, any other agreement or instrument; and
- (d) it shall exercise the diligence of a good father of a family, maintain the highest standards of care, and observe good faith in the performance of its obligations.

5. Indemnity

The CITY hereby agrees to release, defend, indemnify and hold free and harmless MAYNILAD, its directors, officers, employees, and representatives from and against any and all claims, suits, actions or proceedings, costs and expenses, including attorney's fees, for damages, losses, injuries, deaths, or accidents, which may be filed, charged or adjudged against it in relation to, or in connection with, or arising from, the Clean and Green Project and its implementation, or use of the treated wastewater (Effluent) beyond its intended purpose(s), as defined in Section 2 (b) hereof.

6. Notices

All notices, consents, reports, approvals or other communications required or permitted to be given under this MOA by any of the Parties to the other shall be given in writing, and shall be delivered personally, or transmitted by e-mail, to:

MAYNILAD

Attention: Emil Carlo F. Comsti

Address: MWSS Engineering Building, MWSS Compound, Katipunan Road, Balara, Quezon City

E-mail: carlo.comsti@mayniladwater.com.ph

BACOR CITY

Attention:

Address:

E-mail:

The postal and e-mail addresses of any of the Parties herein may be changed by giving notice of such change to the other. Unless otherwise specified herein, such notices shall be deemed duly given to the other Party: (i) on the date of delivery, if personally delivered and (ii) on the date of sending, if by e-mail

7. Miscellaneous Provisions

- (a) The recitals and the annexes in this MOA shall constitute integral parts thereof. The headings in this MOA are designed for ease of reference only, and shall not be used to interpret any provision thereof.
- (b) This MOA shall bind and inure to the benefit of the successor-in-interest and permitted assigns of the Parties.
- (c) This MOA shall be governed by and construed in accordance with Philippine laws.
- (d) Any claim or violation of the terms and conditions of this MOA shall, as far as practicable, first be resolved by mutual consultation and negotiation between and among the Parties for purposes of amicable settlement. The Parties shall exhaust all efforts to resolve any and all issues pertinent to this MOA through consultation and negotiation for purposes of amicable settlement. All disputes, controversies, and claims arising out of or in connection with this MOA which are not resolved by amicable consultation shall be resolved by arbitration.
- (e) Any dispute arising out of or in connection with this MOA, including any question regarding its existence, validity or termination, which cannot be settled amicably within fifteen (15) calendar days, shall exclusively be referred to and finally resolved by a single arbitrator under the rules of the Philippine Dispute Resolution, Inc. effective as of the execution date of this MOA. The seat and venue of arbitration shall be in Quezon City. Any award by the arbitrator shall be final and binding on the Parties.
- (f) In the event that a Party is unable to fulfill, in whole or in part, its obligations hereunder, where such inability arises by reason of a force majeure event, which is understood by the Parties to mean a major cause beyond a Party's reasonable control and not involving any fault or negligence of such Party, including, but not limited to, acts of God, acts of war, or conditions arising out of or attributable to war, whether declared or undeclared; riots, terrorism or other criminal activity; insurrections or rebellions; explosions, accidents, revolution, civil commotion, acts of a public enemy, or terrorism; embargo; acts of the Government in its sovereign capacity; strikes, lockouts, boycotts, labor disputes; change of law, regulatory, legal restrictions or order/directive of government agency or authority; fire, earthquakes, floods, volcanic eruption, drought or other severe and unusual adverse weather conditions or other natural disasters (each, a "**Force Majeure Event**"), such Party shall be temporarily excused from fulfilling such obligations, but only to the extent that its inability to fulfil is caused by

such Force Majeure Event, until the abatement of the Force Majeure Event. In such case, such Party shall provide prompt written notice of the Force Majeure Event to the other Party. The Party(ies) shall resume the performance of its/their obligations as soon as reasonably practicable after the Force Majeure Event ceases.

- (g) Failure to enforce compliance with any term and condition of this MOA shall not constitute a waiver of such term or condition, or the right to subsequently enforce such term or condition in the future. Any right which either Party may have under this MOA shall be deemed waived only when the same is expressed in writing and executed by its duly authorized representative, as the case may be.
- (h) In the event that any provision of this MOA is declared by any judicial or competent government authority to be void, illegal or otherwise unenforceable, the Parties shall amend that provision in such reasonable manner as will achieve the intention of the Parties, and any remaining provision of this MOA shall remain in full force and effect unless the Parties mutually agree that the effect of such declaration is to defeat the original intention of the Parties in which event, by mutual agreement, the Parties may decide to terminate this MOA.
- (i) This MOA may not be amended or modified except in writing signed by the duly authorized representatives of the Parties.
- (j) This MOA contains the entire agreement of the Parties and supersedes and cancels all previous agreements, negotiations, commitments and understanding with respect to the subject matter hereof, whether oral or in writing.
- (k) This MOA may be executed in counterparts, each of which shall be considered an original and, taken together, shall constitute one and the same agreement.

(Signature page follows)

IN WITNESS WHEREOF, the Parties have affixed their signature on the date and place first above-written.

MAYNILAD WATER SERVICES, INC.

BACOR CITY

Ramoncito S. Fernandez
President and CEO

Strike B. Revilla
Mayor

Signed in the presence of:

ANNEX A

No.	Facility Name	Location/Address	Schedules of Refilling
1.	Talayan	P. Florentino St. Bgy. Sto. Domingo, QC	M-F, 9am-4pm
2.	Bahay Toro	Ferna Road, Bgy. Bahay Toro, QC	M-F, 9am-4pm
3.	Bagbag	Homeland Townhomes Subd. Bgy. Tandang Sora, QC	M-F, 9am-4pm
4.	Tatalon	Araneta Ave. cor E. Rodriguez Sr. Ave. Bgy. Tatalon, QC	M-F, 9am-4pm
5.	Kapiligan	Kapiligan St. Bgy. Dona Imelda, QC	M-F, 9am-4pm
6.	South Septage	Alabang Zapote Road, Pamplona Uno, Las Pinas	M-F, 9am-4pm