



Office of the Sangguniang Panlungsod

CITY RESOLUTION NO. 2024-422
Series of 2024

DISTRICT I
HON. CATHERINE SARINO-EVARISTO
City Councilor
SICK LEAVE

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

HON. ALDE JOSELITO F. PAGULAYAN
City Councilor

HON. SIMPLICIO G. DOMINGUEZ
City Councilor

RANDY C. FRANCISCO
Liga ng mga Barangay President

OFFICIAL BUSINESS
HON. PALM ANGEL S. BUNCIO
SK Federation President

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

Certified by:
HON. REYNALDO D. PALABRICA
Acting Presiding Officer

Noted by:
HON. STRIKE B. REVILLA
City Mayor

A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF UNDERSTANDING ON BEHALF OF THE LOCAL GOVERNMENT OF THE CITY OF BACOOR, CAVITE ALLOWING METRO GLOBAL RENEWABLE ENERGY CORPORATION TO CONDUCT A FEASIBILITY STUDY ON THE SUSTAINABLE PROCESSING OF THE CITY'S SOLID WASTE INTO ELECTRICITY, REDUCE THE CARBON EMISSIONS OF THE CITY, AND IMPROVE SANITATION SERVICES IN THE CITY OF BACOOR, CAVITE.

Sponsored by:

Hon. Levy Tela

Co-Sponsored by:

Hon. Roberto L. Advincula, Hon. Simplicio G. Dominguez, Hon. Catherine Sarino-Evaristo, Hon. Reynaldo M. Fabian, Hon. Randy C. Francisco, Hon. Adrielito G. Gawaran, Hon. Alejandro F. Gutierrez, Hon. Rogelio M. Nolasco and Hon. Alde Joselito F. Pagulayan.

WHEREAS, Metro Global Renewable Energy Corporation (Metro Global) claims that it is a domestic corporation engaged in the development of renewable energy projects in the Philippines. Metro Global requested the City Government to allow it to conduct a feasibility study — at no cost to the local government — that will serve as the basis for a technical and financial proposal to be submitted to the City Government for the recycling and sustainable processing of the solid waste being generated by households and businesses situated within the City of Bacoor, Cavite into electricity.

WHEREAS, Metro Global also proposes that the said feasibility study shall also aim to reduce the direct and indirect carbon emissions and improve the quality of sanitation services in the City of Bacoor.

WHEREAS, a draft Memorandum of Understanding between Metro Global and the City Government was submitted by the Office of the City Mayor to the Sangguniang Panlungsod containing provisions on the said feasibility study.

WHEREAS, the Sangguniang Panlungsod reviewed the draft MOU and conducted hearings thereon and unanimously resolved to authorize the City Mayor, Hon. Strike B. Revilla, to sign the said contract on behalf of the City Government regarding the conduct of a feasibility study on the recycling/processing of the solid waste generated by the City of Bacoor into electricity, the reduction of the carbon emissions of the City, and the improvement of sanitation services within the City.



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Sangguniang Panlungsod Secretary

Certified by:

HON. REYNALDO D. PALABRICA
Acting Presiding Officer

Noted by:

HON. STRIKE B. REVILLA
City Mayor

NOW THEREFORE, upon motion of Hon. Levy M. Tela, unanimously seconded by the members present, **BE IT RESOLVED AS IT IS HEREBY RESOLVED** to authorize the City Mayor, Hon. Strike B. Revilla, to sign the said Memorandum of Understanding with Metro Global Renewable Energy Corporation on behalf of the City Government regarding the conduct of a feasibility study on the recycling/processing of the solid waste generated by the City of Bacoor into electricity, the reduction of the carbon emissions of the City, and the improvement of sanitation services within the City.

RESOLVED LASTLY, to furnish Metro Global Renewable Energy Corporation, the Office of the City Mayor, the University of the Philippines-Office of the National Administrative Register (UP-ONAR), and other government agencies concerned with copies of this Resolution.

APPROVED this 22nd day of January 2024 at the City of Bacoor, Cavite.

I hereby certify that the foregoing Resolution was approved by the 5th Sangguniang Panlungsod of the City of Bacoor, Cavite in accordance with law.

Certified by:

HON. REYNALDO D. PALABRICA
Acting Presiding Officer

Attested by:

ATTY. KHALID A. ATEGA JR.
Sangguniang Panlungsod Secretary

Noted by:

HON. STRIKE B. REVILLA
City Mayor

**MEMORANDUM OF UNDERSTANDING
ON SUSTAINABLE PROCESSING OF CITY SOLID WASTE INTO
ELECTRICITY WHICH WILL REDUCE CARBON DIOXIDE (CO2) EMISSIONS
BY ELIMINATING THE NEED FOR LANDFILLS AND REPLACING FOSSIL
COAL AS A SOURCE OF ENERGY**

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Understanding (the "MOU") is made and entered into this ___ day of _____ 20__ (the "Effective Date") at the City of Bacoor, Province of Cavite, by and between:

The **CITY GOVERNMENT OF BACOOR** is a local government unit duly organized and existing under the laws of the Republic of the Philippines, with its principal office address at Bacoor Government Center, Bacoor Boulevard, Barangay Bayanan, Bacoor City, Province of Cavite, represented herein by its City Mayor, Hon. **STRIKE B. REVILLA**, pursuant to his authority conferred and embodied in City Resolution No. _____ Series of _____, approved by the City Council of Bacoor dated _____ and hereinafter referred to as "**LGU BACOOR**"

and

METRO GLOBAL RENEWABLE ENERGY CORPORATION, a domestic corporation duly organized and existing under the laws of the Republic of the Philippines, with principal office address at _____, represented herein by its Chairman of the Board, **Mr. ROBERT JOHN L. SOBREPENA**, and hereinafter referred to as "**METRO GLOBAL**"

"Party" shall mean LGU BACOOR or METROGLOBAL, if applicable, while the term "Parties" shall mean LGU BACOOR and METROGLOBAL, collectively.

WITNESSETH:

WHEREAS, considering the mutual interest of the Parties in developing cooperation for accelerating recycling and sustainable processing of the City of Bacoor's metric tons per day city waste into electricity, reducing the increasing health hazards caused by landfills without processing the city solid waste and causing greenhouse gas emissions and improving solid waste management, METRO GLOBAL has communicated to the LGU BACOOR a proposal for a possible partnership with regard to sustainable self-generation of electricity by processing city solid waste into bio-fuel, with the sub-objective of reducing LGU BACOOR's direct and indirect carbon dioxide (CO2) emissions, pursuant to prevailing laws and regulations of the Republic of the Philippines;

WHEREAS, METRO GLOBAL requested LGU BACOOR to allow the conduct of a feasibility study, free of charge, that will serve as the basis for a technical and financial proposal for LGU BACOOR, considering other matters such as tipping fees and power purchase agreements with, and other potential off-takers;

WHEREAS, the LGU BACCOOR agrees to forge this partnership with METRO GLOBAL for the conduct of, free of charge, feasibility study for recycling and sustainable processing of city solid waste into electricity in the City of Bacoor, Province of Cavite;

NOW THEREFORE, for and in consideration of the foregoing, the Parties have hereunto agreed as follows:

ARTICLE I THE OBJECTIVES

- Section 1.** The objective of this MOU is to provide a framework for cooperation between the LGU BACCOOR and METRO GLOBAL for the conduct of a free-of-charge feasibility study for the recycling and sustainable processing of the city solid waste into electricity, with the sub-objective of reducing the LGU BACCOOR's direct and indirect CO2 emissions, and improve the quality of sanitation services in the City of Bacoor.
- Section 2.** The Parties understand that this MOU is preliminary in nature. The MOU is not intended to vest preferential rights over the project, nor does it bind LGU BACCOOR to award any project, favor, or grant to METRO GLOBAL. However, both Parties are expected to always act in good faith and pursuant to the commitments set forth in this MOU.

ARTICLE II SCOPE OF COOPERATION

- Section 1.** The LGU BACCOOR shall:
- A.** Provide relevant information on existing city solid waste management, disposal, processing, and treatment within the City of Bacoor, including sites and landfills located within its jurisdiction;
 - B.** Assist METRO GLOBAL in obtaining local clearances, approvals, permits, and licenses required by the LGU BACCOOR in connection with the conduct of a free-of-charge feasibility study within the City of Bacoor and
- Section 2.** The METRO GLOBAL shall:
- A.** Carry out feasibility assessments to determine the most technically and financially sustainable options or technologies for converting city solid waste into electricity and biofuel. It is understood and agreed that METRO GLOBAL should be held answerable for the entire cost of the pre-feasibility or project study and related pre-development activities in relation to its obligations as stated herein;
 - B.** Provide and secure the necessary permits, approval, and clearances from the different national agencies and government authorities in the conduct of the feasibility study and
 - C.** Introduce economic, technical, and financial consultants and partners, without costs on the part of LGU BACCOOR, who shall assist in the conduct of the feasibility study in the City of Bacoor;

ARTICLE III CONFIDENTIALITY AND DATA PRIVACY

- Section 1.** The Parties expressly warrant and agree that they shall not, during and after the existence of this MOU, disclose nor reveal to any person or any other entity all Confidential Information or records of the other Party, including the systems, methods, and feasibility outputs, which may come to their knowledge and/or possession, in the performance of, or connection with this MOU. Such confidential information shall include, but not be limited to, the Parties' respective trade secrets like modules and presentations and any other methods, processes, formulae, systems, and data pertaining to the conduct of feasibility study and other relevant details and/or information of either Party. The Parties agree to ensure that their directors, officers, nominees, employees, and/or agents are bound by the provisions of this paragraph.
- Section 2.** In compliance with RA 10173 or the "Data Privacy Act of 2012", each Party agrees that it will and will ensure that its employees, officers, directors, representatives, and other personnel will hold in confidence all information, documentation, data, or know-how disclosed to the other Party (the "Information"), and will not disclose to any third party or use the information or any part thereof without such other Party's prior written approval. Likewise, the Receiving Party undertakes to prevent the transfer of all strictly confidential and confidential information about this MOU or by any of its members to any Party without the knowledge and written consent of the Disclosing Party.
- Section 3.** Each Party shall be solely and exclusively liable for any breach of its obligations under this MOU and for any breach by it of Philippine Privacy Laws during the effectivity of this MOU. TASKUS shall indemnify and hold LGU BACOOR free and harmless from any direct, actual, and documented liability, damages, claims, action, expenses, losses, or fees that may arise from any relevant breach or negligence in relation to the personal data of its employees.

ARTICLE IV INTELLECTUAL PROPERTY RIGHTS AND PUBLICATION

- Section 1.** The Parties will share all data and feasibility research findings and respect patent rights, copyrights, and other intellectual property rights regarding any discoveries, inventions, and products resulting from this MOU.
- Section 2.** Both Parties must give a written approval for the utilization and publication of the data and research findings.
- Section 3.** The Agreement of Implementation shall define the detailed arrangement of findings and their Intellectual Property Rights and Publication.
- Section 4.** Ownership of the resulting Feasibility Study shall remain with METRO GLOBAL METRO GLOBAL and shall share the Feasibility Study relative to the purpose of this MOU with LGU BACOOR.

ARTICLE V TERM AND TERMINATION

Section 1. Unless otherwise terminated as provided herein, this MOU shall be effective, remain in force from the Effective Date, and automatically be terminated on June 30, 2025. This MOU may be renewed by one Party by sending a formal written notice to the other Party at least thirty (30) days prior to the termination date.

Either Party may terminate this MOU without cause by written notice to the other Party at least thirty (30) days before the intended termination date. Pre-termination by either Party under this section shall be based only on valid and equitable grounds.

If either Party commits a material breach under this MOU or commits a material breach of any other terms and conditions of this MOU, or unjustifiable refusal or fails to perform any of its obligations under this MOU, the aggrieved Party may terminate this MOU (i) effective immediately, if the breach cannot be remedied; or (ii) if the breach may be remedied, within thirty (30) days from receipt of written notice of the breach and the Party in breach has failed to cure such breach or perform its obligations.

ARTICLE VI SETTLEMENT OF DIFFERENCES

Section 1. Any differences related to the interpretation or implementation of the MOU shall be resolved amicably through consultation and negotiation between the Parties based on mutual benefit, equality, cooperation, and mutual trust.

ARTICLE VII MISCELLANEOUS PROVISIONS

Section 1. NON-EXCLUSIVITY. METRO GLOBAL agrees that nothing in this MOU shall in any way preclude other similar entities from entering into any agreement with the LGU BACOOR that offers similar or analogous programs and/or services.

Section 2. SEVERABILITY. In the event that any provision of this MOU is declared by any judicial or competent Government Instrumentality 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 or any remaining provision of this MOU 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 MOU.

Section 3. AMENDMENTS. This MOU may not be modified except in writing, signed by the duly authorized representatives of the Parties after reasonable negotiations and discussions.

Section 4. GOOD FAITH. In complying with and implementing the terms of this MOU the Parties shall exercise good faith and cooperation to fulfill their common objective.

- Section 5. ENTIRE AGREEMENT AND INTEGRATION.** This MOU constitutes the entire agreement between the Parties with respect to the subject matter of this MOU and supersedes all prior agreements, discussions, proposals, representations, or warranties, whether written or oral, on this subject matter.
- Section 6. RELATIONSHIP OF PARTIES.** The relationship of the Parties under and in relation to this MOU shall be limited to the matters herein contained. Nothing herein provided shall be considered or interpreted as constituting the relationship of the Parties or any of them as a partnership in which any one or more of the Parties may be liable for the acts or omissions of any other Party or Parties, nor shall anything herein contained be considered or interpreted as constituting any Party as the general agent of any other Party.
- Section 7. NON-WAIVER.** The failure of a Party to insist upon strict performance of any of the terms, conditions, and covenants under this MOU shall not be deemed a relinquishment or waiver of any right/remedy that the aforesaid Party may have, nor shall it be construed as a waiver of any subsequent breach of the same or other terms, conditions, and covenants. Any waiver, extension, or forbearance of any of the terms, conditions, and covenants of this MOU by any Party shall be in writing and limited to the particular instance only and shall not in any manner whatsoever be construed as a waiver, extension, or forbearance of any other term, condition, and/or covenant of this MOU.
- Section 8. AUTHORITY.** Each Party represents and warrants on its own behalf that the individual signing this MOU on its behalf is fully authorized to sign on behalf of and bind it and that it has the power and authority to enter into it.
- Section 9. APPLICABLE LAW/VENUE OF SUITS.** This MOU shall be governed by and construed in accordance with the laws of the Philippines. Any action or proceeding arising from or in connection with this MOU shall exclusively be brought before a court of competent jurisdiction in Bacoor City, Philippines, to the exclusion of all other venues.

IN WITNESS WHEREOF, the parties, through their duly authorized representatives, have executed this MOU as of the date and at the place set forth above.

**CITY GOVERNMENT
OF BACOR**

By:

HON. STRIKE B. REVILLA
City Mayor
City Resolution No. _____
Series of ____

**METRO GLOBAL RENEWABLE
ENERGY CORPORATION**

By:

Mr. ROBERT JOHN L. SOBREPENA
Chairman of the Board

SIGNED IN THE PRESENCE OF:

Mr. ROLANDO R. VOCALAN
Officer-in-Charge
Bacoor City Environment and National
Resources Office

<FULL NAME>
<Position/Designation>

ACKNOWLEDGEMENT

Republic of the Philippines
BACOR CITY, PROVINCE OF CAVITE) S.S.

BEFORE ME, a Notary Public for and in the City of Bacoor, Province of Cavite, this ___ day of _____, 202___, personally appeared the following:

NAME	Government Issued ID	Place/Date of Issue
STRIKE B. REVILLA		
ROBERT JOHN L. SOBREPENA		

known to me to be the same persons who executed the foregoing instrument, and they acknowledged to me that the same is their free will and voluntary act and deed.

This instrument refers to a *Memorandum of Understanding*, which consists of _____ () pages, including the page whereon this acknowledgment is written, and which is signed by the parties and instrumental witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL, on the date and at the place first written above.

Doc. No. _____
Page No. _____
Book No. _____
Series of 2023