



Republic of the Philippines  
Province of Cavite  
City of Bacoor

hml  
OCT 13, 2023  
11:16 AM

## 5<sup>th</sup> SANGGUNIANG PANLUNGSOD

Committee on Environment and Natural Resources

### COMMITTEE REPORT

NO. ENR 014-S-2023

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**Subject: A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF AGREEMENT FOR AND ON BEHALF OF THE CITY GOVERNMENT OF BACCOOR WITH MAYNILAD WATER SERVICE, INC. FOR THE USE OF TREATED WASTEWATER ON WATERING ORNAMENTAL PLANTS AND CLEANING ROADWAYS WITHIN THE CITY OF BACCOOR, CAVITE. (PCR 409-2023 dated October 9, 2023).**

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During the Regular Session of the 5<sup>th</sup> Sangguniang Panlungsod of the City of Bacoor, Cavite, the Committee on Environment and Natural Resources Chairman, Hon. Levy M. Tela, A resolution authorizing the City Mayor, Hon. Strike B. Revilla, to sign a memorandum of agreement for and on behalf of the city government of Bacoor with MAYNILAD Water Services, Inc. for the use of treated wastewater on watering ornamental plants and cleaning roadways within the city of Bacoor, Cavite.

#### **FINDINGS:**

MAYNILAD'S Effluent or also known as wastewater from MAYNILAD Water Reclamation Facilities (WRF) is complies with the Class "C" Effluent Standards is safe to use for watering of ornamental plant and cleaning of the roadways, center islands, Barrier, plant boxes, under pass walls within the city's territorial and in no case shall the treated wastewater be used to wash or clean wet markets, clean cars, among others; and even in firefighting.

City Government of Bacoor regularly uses water for various activities, including the watering of ornamental plants and cleaning of roadways within the City's territorial jurisdiction to promote Clean and Green Environment.

Furthermore, MAYNILAD shall provide the city with effluent, free of charge, and unfortunately, does not guarantee the volumes and availability of treated wastewater, and sole discretion to determine and control the number of collection and refill per day.



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City of Bacoor

## 5<sup>th</sup> SANGGUNIANG PANLUNGSOD


### RECOMMENDATION:

This offer from MAYNILAD for free effluent from its various Water Reclamation Facilities (WRF) for cleaning/watering and to support Bacoor City environmental preservation through its Clean and Green Program, Hon. Tela respectfully recommends that the proposed resolution mentioned above be **APPROVED**.


**WE HEREBY CERTIFY** that the contents of the foregoing report are true and correct.

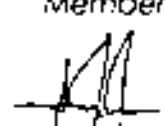
Signed this 10<sup>th</sup> day of October 2023 at the City of Bacoor, Cavite.

### Committee on Environment and Natural Resources

  
\_\_\_\_\_  
COUN. LEVY M. TELA  
Chairman

  
\_\_\_\_\_  
COUN. REYNALDO M. FABIAN  
Vice Chairman

  
\_\_\_\_\_  
COUN. REYNALDO D. PALABRICA  
Member

  
\_\_\_\_\_  
COUN. ADRIELITO G. GAWARAN  
Member



Republic of the Philippines  
Province of Cavite  
City of Bacoor

A.F.W.  
OCT 19 2023  
0118 AM

## 5<sup>th</sup> SANGGUNIANG PANLUNGSOD

### COMMITTEE ON ENVIRONMENT AND NATURAL RESOURCES

#### EXCERPT FROM THE MINUTES OF THE 64<sup>TH</sup> REGULAR SESSION

NO. ENR 015-S-2023

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Subject: **A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF AGREEMENT FOR AND ON BEHALF OF THE CITY GOVERNMENT OF BACOOOR WITH MAYNILAD WATER SERVICE, INC. FOR THE USE OF TREATED WASTEWATER ON WATERING ORNAMENTAL PLANTS AND CLEANING ROADWAYS WITHIN THE CITY OF BACOOOR, CAVITE. (PCR 409-2023 dated October 9, 2023).**

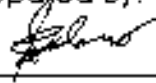
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The Regular Session started at 10:00 AM. The Presiding Officer Vice Mayor Hon. Rowena Baulista-Mendiola referred the subject matter to Hon. Levy M. Tela Chairman on Committee on Environment and Natural Resources.


Hon. Tela manifested that the Maynilad Water Services, Inc. offer to the City Government of Bacoor to use the treated wastewater in watering ornamental plants along major and secondary thoroughfares, cleaning of roadways, center islands, barriers, plants boxes, and underpass walls, firelighting.

This offer from MAYNILAD for free effluent from its various Water Reclamation Facilities (WRF) for cleaning/watering and to support Bacoor City environmental preservation through its Clean and Green Program.

Prepared By:

  
\_\_\_\_\_  
**ELENA B. SOMBRANO**  
Clerk

Attested By:

  
\_\_\_\_\_  
**COUN. LEVY M. TELA**  
Chairman



Republic of the Philippines  
Province of Cavite  
CITY OF BACOR

## OFFICE OF THE CITY ADMINISTRATOR

04 October 2023

**SANGGUNIANG PANLUNGSOD**  
City of Bacoor

**THRU:** **ATTY. KHALID A. ATEGA JR.**  
Secretary  
Sangguniang Panlungsod

**SUBJECT:** **REQUEST FOR RESOLUTION AUTHORIZING HON. MAYOR STRIKE REVILLA TO ENTER INTO A MEMORANDUM OF AGREEMENT**

Att ✓  
Oct 4, 2023  
11:45

Dear Hon. Councillors,

Greetings!

The City of Bacoor through Hon. Mayor Strike B. Revilla will be entering Memorandum of Agreement with Maynilad Water Services, Inc. for the use of treated wastewater in watering ornamental plants and cleaning roadways within the City's territorial jurisdiction.

In order to enter the abovementioned documents, Hon. Mayor Strike Revilla will need authority to sign the same. Thus, the undersigned would like to most respectfully request your good office for a Resolution Authorizing Hon. Mayor Strike B. Revilla to sign the Memorandum of Agreement in behalf of the City of Bacoor.

Attached herein are copy of the Memorandum of Agreement for your reference and perusal.

Your favorable response regarding our request will be highly appreciated.

Respectfully,

  
**ATTY. AIMEE TORREFRANCA-NERI**  
City Administrator

**STRIKE**  
**AS**

Address: Bacoor Government Center, Bacoor Blvd., Brgy. Bayanan, City of Bacoor, Cavite  
Telephone: 434-1111 Website: www.bacoor.gov.ph



SCAN ME



03 October 2023

**HON. STRIKE B. REVILLA**  
Mayor  
City of Bacoor  
Molino Blvd, Bacoor, Cavite

**Subject: Maynilad's Effluent from Water Reclamation Facilities (WRF) for Clean and Green Programs**

Dear Mayor Revilla,

We are pleased to inform you that Maynilad is now offering for free effluent from its various WRFs for cleaning/watering, and to support Bacoor City's environmental preservation program.

The company has several WRFs that operate to treat wastewater collected and accepted from domestic customers to comply with the General Effluent Standards set by the Department of Environment and Natural Resources. Instead of discharging all the treated wastewater to a receiving body of water which usually has lower quality, it would be more practical to reuse it for clean and green programs such as (i) watering of ornamental plants along major and secondary thoroughfares; (ii) cleaning of roadways, center islands, barriers, plant boxes, and underpass walls; and (iii) firefighting.

All the necessary documents such as the Discharge Permit, Environmental Certificate of Compliance, and latest effluent laboratory results are readily available per facility. We shall also be conducting training for concerned Local Government Unit personnel who will handle the activities.

Please find the attached draft Memorandum of Agreement between Maynilad and the City of Bacoor for your review and approval, in case your office is interested.

If there are questions or concerns, please do not hesitate to reach the undersigned through mobile number 0928.500.9896 or email address [carlo.comsti@mayniladwater.com.ph](mailto:carlo.comsti@mayniladwater.com.ph).

Thank you.

Very truly yours,



**CARLO F. COMSTI**  
Head, Government and Community Partnerships

## 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 BACOR**, 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;

- (i) secure the necessary permits, clearances and/or certifications from the appropriate government agency(ies) for the use of the treated wastewater (Effluent);
- (ii) 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: Enr| Carlo F. Comsti

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

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



BACCOOR 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 fulfill 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:

\_\_\_\_\_

\_\_\_\_\_

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)  
 ) S.S.

BEFORE ME, a Notary Public for and in the above jurisdiction, this \_\_\_ day of \_\_\_\_\_, personally appeared:

Name	Proof of Identity	Date and Place Issued
Maynilad Water Services, Inc.		
Ramoncito S. Fernandez		
Bacoor City Local Government Unit		
Strike B. Revilla		

known to me, and to me known to be the same persons who executed the foregoing document, and they acknowledged to me that they executed the same as their free and voluntary act and deed, as well as those of the entities they represent.

This document, which pertains to a Memorandum of Agreement on the Use of Reclaimed Water for the Clean and Green Project, consisting of seven (7) pages, including this page where the Acknowledgment appears, has been signed by the Parties and their Instrumental witnesses on each and every page hereof.

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

Doc. No. \_\_\_\_;  
 Page No. \_\_\_\_;  
 Book No. \_\_\_\_;  
 Series 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.	Kapillgan	Kapillgan St. Bgy. Dona Imelda, QC	M-F, 9am-4pm
6.	South Septage	Alabang Zapote Road, Pampiona Uno, Las Pinas	M-F, 9am-4pm