



Republic of the Philippines
PROVINCE OF CAVITE
City of Bacoor

Office of the Sangguniang Panlungsod
Received by: Jenel Pring
Date: MAY 7, 2024
Time: 2:00 PM

OFFICE OF THE SANGGUNIANG PANLUNGSOD

COMMITTEE ON ENVIRONMENT AND NATURAL RESOURCES
AND
COMMITTEE ON RULES AND PRIVILEGES, LAWS AND ORDINANCES

JOINT COMMITTEE REPORT

NO. ENR 023-S-2024

Subject: *A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF UNDERSTANDING ON BEHALF OF THE CITY GOVERNMENT OF BACOR WITH MAYNILAD WATER SERVICES, INC. PERTAINING TO THE MAINTENANCE AND CLEANING OF MOLINO DAM. (PCR 525-2024 dated February 26, 2024).*

The committee held two hearings on February 29, 2024 and 11 of April, 2024, respectfully it was presided over by Chairperson of Environment and Natural Resources, Hon. Levy M. Tela. The said ordinance aims to complement, support and enhance national laws on the rationalization and regulation of the use, conservation, development and protection of scarce water resources.

FINDINGS:

The requested provisions to be included based on the recommendations made by the members of the committee during Committee Hearings, to wit:

RECOMMENDATION
<p>II. OBLIGATION OF MAYNIALD</p> <p>A. Maynilad</p> <p>2. Dredging Labor and Services</p> <p>b. Undertake the necessary dredging works within a pre-determined area that consists a total of fifty percent (50%) of the area of the Molino Dam and Reservoir.</p> <p>c. Maynilad shall be the first to conduct dredging works until it has finished dredging of at least fifty percent (50%) of the total area of the Molino Dam and Reservoir.</p>
<p>III. OBLIGATION OF LGU-BACOR</p> <p>10. After Maynilad finished dredging of at least fifty percent (50%) of the total area, the LGU of Bacoor shall, thereafter, undertake the necessary dredging works within a pre-determined area that consists the remaining fifty percent (50%) of the total area of the Molino Dam and Reservoir.</p>



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MUTUAL OBLIGATIONS OF THE PARTIES

The Parties mutually obliged themselves to:

1. It has the necessary government permits and licenses, including those required by environmental laws and regulations, to perform the obligations under this Agreement and to properly treat and/or dispose of the WASTE pursuant to this Agreement.
2. It shall comply with the applicable environmental laws, rules, and regulations for dredging and disposing of the WASTE pursuant to this Agreement.
3. Prior to the actual implementation of this Memorandum of Agreement, the parties shall acquire the necessary permits and certificates of any and all government agencies, offices, and bureaus, such as but not limited to DENR, the National Irrigation Authority, the National Water Resources Board, and such other relative government offices or agencies.

VII. INDEMNIFICATION

- C. Maynilad shall hold the LGU BACOOD, including their officials and personnel, free and harmless from any and all claims, actions, liabilities, losses, and suits that may be brought or instituted by any party whatsoever because of the fault, failure, negligence, delay, or any conduct of its respective officers, employees, and agents in the performance of its corresponding obligation under this Agreement, without prejudice to its claim against the proper erring party.

VIII. EFFECTIVITY AND TERM OF AGREEMENT

- B. Upon the expiration or termination of this MOU, the Equipment shall be returned to **MAYNILAD** without unnecessary delay.

The committee recommends that the following changes be made to the proposed ordinance for the said changes:

XII. MISCELLANEOUS	
Original Provision	Recommendation
A. Relationship of the Parties. This MOU shall not create or imply venture, principal-agent, or any other relationship between the Parties. Further, this MOU shall not establish or create any employer-employee relationship between the Parties and/or their respective employees.	Relationship of the Parties. The Parties' relationship under and in relation to this Agreement shall be limited to the matters contained herein. 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.
B. Non-waiver. Should any of the Parties fail to insist upon the other the strict performance	Non-Waiver of Rights. The failure of a Party to insist upon strict performance of any of the



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of, or compliance with, any condition or undertaking under this MOU, such failure shall neither be construed as a waiver of any right or remedy that it may have, nor shall it be construed as a renunciation of any subsequent breach of the conditions hereunder, and such conditions shall continue to be in full force and effect. Any right that either Party may have under this MOU shall be deemed waived only when the same is expressed in writing and executed by its duly authorized representative, as the case may be.

terms, conditions, and covenants under this Agreement 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 Agreement 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 Agreement.

C. Notices. All notices and other communications made or required to be given under this MOU, ("Notice"), shall be in writing, and shall be sent by (i) electronic mail to the e-mail addresses specified below, (ii) fax to the numbers specified below, with receipt acknowledged, (iii) courier, or personal service to the addresses specified below:

Notice. Except as may be otherwise expressly provided in this Agreement, all notices required or permitted shall be in writing and shall be deemed to be delivered when deposited in the postal office mail postage prepaid, certified or registered mail, return receipt requested, addressed to the Parties at their respective address outlined in this Agreement, or at such other addresses as may be subsequently specified by written notice.

i. If to **MAYNILAD:**

Attention	: xxx
Address	: MWSS Engineering Building, MWSS Complex, Katipunan Avenue, Balara, Quezon City
Telephone	: xxx
Fax	: xxx
Email Address	: xxx

ii. If to the **LGU-BACOR**

Attention	: xxx
Address	: MWSS Engineering Building, MWSS Complex, Katipunan Avenue, Balara, Quezon City
Telephone	: xxx
Fax	: xxx
Email Address	: xxx

ii. A Notice must be treated as given and received:

- (i) if sent by fax or electronic mail before 5 pm on a business day at the place of receipt-on the day it is sent and otherwise on the next business day at the place of receipt; or
- (ii) if otherwise delivered before 5 pm on a business day at the place of delivery-upon delivery-upon delivery, and otherwise on the next business day at



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<p>the place of delivery.</p> <p>iii. This Section shall not applicable to be notices, requests and communications described in Section IV (A) in relation to Section IV (C) (1) above.</p>	
<p>D. Amendment. The Parties may, upon mutual agreement, amend, modify, supplements or otherwise revise, in writing, any provisions of this MOU.</p>	<p>Amendments. This Agreement shall not be altered, changed, supplanted, or amended except by a written instrument signed by the duly authorized representatives of the Parties. All amendments to this Agreement shall be deemed valid and binding upon contracted Parties only if made by the mutual consent in writing of the Party and signed by the original signatories of both Parties to this Agreement. This Agreement shall be legally acceptable after being signed and stamped with the corporate seals by the authorized representatives of the contracted Parties with full corporate power vested to them by their respective Parties. After signing this Agreement, all previous verbal and/or written arrangements about the subject of this Agreement shall be considered null and void.</p>
<p>E. Entire Agreement. This MOU contains the entire understanding between 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, save for those agreements already in force and effect at the time of the effectivity of this MOU.</p>	<p>Complete Agreement. This Agreement contains the entire and complete agreement among the Parties on the subject matter, and the same shall supersede any representations, understandings, or agreements, verbal or written, implied or express, previously made or entered into by them.</p>
<p>G. Good Faith. In complying with and implementing the terms of this Agreement, the Parties shall exercise good faith and cooperation to fulfill their common objective.</p>	<p>Good Faith. In complying with and implementing the terms of this Agreement, the Parties shall exercise good faith and cooperation to fulfill their common objective of providing adequate, livable, affordable, and inclusive housing and communities to the Filipinos.</p>
<p>I. Governing Law. This MOU shall be governed by Philippine Laws.</p>	<p>Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the Republic of the Philippines. Execution, delivery, and performance of this Agreement shall not violate any provision of applicable laws or constitute a breach of any contracts it has entered into. Any action or proceeding arising from or in connection with this Agreement shall exclusively be brought</p>



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	before a court of competent jurisdiction in Bacoor City, Philippines, excluding all other venues.
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One of the seventeen cities and municipalities that make up the west zone of the MWSS service area is the City of Bacoor, Cavite, to which MAYNILAD provides water and waste water services.

In order to deploy dredging equipment in the Molino Dam and Reservoir, MAYNILAD consents to sharing such equipment. Thus, to guarantee the ongoing supply and extraction of raw water needed for the Molino Modular treatment Plant Project (Molino ModTP) and to provide drinkable water to the people of Bacoor, they understand the importance of effective and sustainable dredging operations.

Environment Management Plan must be implemented such as mitigating, enhancement and rehabilitating measures.

The primary obligation of LGU is, deploy own manpower for the LGU-BACCOOR's dredging activities implement dredging works proper, transport silt to proper disposal areas, provide a safe and secure location as storage for the equipment within the pre-determined area provides sufficient disposal areas in accordance with applicable health and safety standards, ensure that all relevant permits related to dredging activities and moving the equipment are issued promptly and without unreasonable delay, and not later than seven working days from the submission by MAYNILAD of all required documentation, report to MAYNILAD, immediately upon discovery, damage to the equipment, provide police escorts and/or barangay officials, as may be deemed necessary and as requested by MAYNILAD, and return the Equipment to MAYNILAD upon expiration or termination of this MOU without unnecessary delay.

Reimbursement, under this MOU, each Party shall be entirely liable for the actions of itself, its officers, and its employees. Providing or using labor, services, or equipment under this MOU does not entitle any Party to consequential damages against another Party or individuals.

RECOMMENDATION:

MAYNILAD and LGU-Bacoor desire to establish obligations, rights and procedures for the share use of the dredging equipment owned by MAYNILAD.

Both parties recognize the significance of efficient and sustainable dredging works to increase the impounding capacity of Molino Dam to mitigate flooding. This collaboration will also ensure the continuous extraction and supplying of raw water supply for the Molino Modular Treatment Plant (Molino ModTO) which will produce additional potable water for the Bacoor City residents.

After thorough study and getting the assurance that this agreement will benefit the Bacoreños, the Committee on Environment and Natural Resources, through Hon. Levy M. Tela, recommends to **PASS** PCR 525-2024 entitled: A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF UNDERSTANDING ON BEHALF OF THE CITY GOVERNMENT OF BACCOOR WITH MAYNILAD WATER SERVICES, INC. PERTAINING TO THE MAINTENANCE AND CLEANING OF MOLINO DAM.



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

Signed this _____ day of April 2024 at the City of Bacoor, Cavite.

COMMITTEE ON ENVIRONMENT AND NATURAL RESOURCES



COUN. LEVY M. TELA
Chairman



COUN. REYNALDO M. FABIAN
Vice Chairman



COUN. ADRIELITO G. GAWARAN
Member

COMMITTEE ON RULES AND PRIVILEGES, LAWS AND ORDINANCES



COUN. REYNALDO D. PALABRICA
Chairman



COUN. ALEJANDRO F. GUTIERREZ
Member



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City of Bacoor

Office of the Sangguniang Panlungsod
Received by: Janet Pring
Date: _____
Time: _____

OFFICE OF THE SANGGUNIANG PANLUNGSOD

COMMITTEE ON ENVIRONMENT AND NATURAL RESOURCES
AND
COMMITTEE ON RULES AND PRIVILEGES, LAWS AND ORDINANCES

JOINT COMMITTEE MINUTES

NO. ENR 023-S-2024

Subject: *A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF UNDERSTANDING ON BEHALF OF THE CITY GOVERNMENT OF BACOR WITH MAYNILAD WATER SERVICES, INC. PERTAINING TO THE MAINTENANCE AND CLEANING OF MOLINO DAM. (PCR 525-2024 dated February 26, 2024).*

A joint committee hearing was executed on February 29, 2024, 1:57 P.M. at the MSBR Conference room, 4th floor, Bacoor Legislative & Disaster Resilience Building, Bacoor Government Center, Bacoor Boulevard, Brgy. Bayanan, City of Bacoor, Cavite. It was presided over by Committee on Environment and Natural Resources, Chairman, Hon. Levy M. Tela

Members present: Vice-Chairman of CENR, Hon. Reynaldo Fabian, and member Hon Adrielito Gawaran. Sub-committee on Rules, and Privileges, Laws and Ordinances, Chairman, Hon. Reynaldo Palabrica, member, Hon. Alejandro Gutierrez, and with the presence of Hon. Alde Josefito Pagulayan, Hon. Rogelio Nolasco, and Hon. Randy Francisco.

Also present were Mr. Rolando Vocalan and Engr. Joan Paula Tolentino of CESD, Atty. Joshua Flores of City Legal and Services, Representatives of MAYNILAD-Deo Buoza, Emmanuel de Villa and Caselyn Trozio.

Hon. Levy Tela: "This committee hearing regarding MOU with Maynilad Pertaining to the Maintenance and Cleaning of Molino Dam. Before we start this hearing, we may acknowledge the presence of our Councilors [Acknowledging the Councilor presence one by one] ."

Hon. R. Palabrica: "Pag-uusapan ba natin dito ang pag pertain ng Molino Dam, Tama ba?"

Mr. De Villa: "Sir, to be precised po. May portion po dun na kami ang mag pertain sa MOU po natin may area po dun na kami po ang mag dredge. Dun po itatayo namin ang infrastructure, para sa aming Treatment Plant Facility (TPF) ."

Hon. Palabrica: "Iyung buong Molino Dam?"



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Mr. De Villa: "Masyadong pong malaki ang area ng Molino Dam."

Hon. Palabrica: "Parang sira ang valve dun."

Mr. de Villa: "Ang valve po dun ay ni repair nila."

Hon. Palabrica: "The obligation of the City of Bacoor is the security and safety of storage for the equipment."

Mr. De Villa: "Bale po ang sinasaad ng MOU, kung kailangang mag dredge po ang Maynilad sa area, kami po ang mag provide ng manpower, at the same time kami po ang responsible sa mga ma dredge sa area. As identified po, iyung meeting namin nung nakaraan, meron daw pong designated na dumping area according po kay Mayor. Iyung hauling services po kami na po ang bahala para dalhin mo sa designated dump site pag care po na Maynilad kami po ang mag provide at kung LGU naman po na nakalagay sa MOU kayo na ang bahala sa operator."

Hon. Pagulayan: "But it's not included in MOU na kung anong portion ng Maynilad."

Mr. De Villa: "Actually Sir may nakalagay po diyan sa Section II ng MOU na naka deprived po diyan sa may annex at wala kayong kopya sa ngayon. Pero dun po sa section II-A."

Mr. Vocalan: "Wala ba kayong presentation na dating pinakita nuon sa amin, pwede po ba ninyong I represent sa mga konsehal para makita nila. Para po malaman nila kung anong area."

Hon. Pagulayan: "While she is preparing a presentation, can I ask another question, in Section IV basically equipment sharing, di ba sinasabi mong may territories ang Maynilad at may territories ang LGU, if mag dredge kami sa naka assign sa Bacoor can I use your trucks and equipment for that considering for our provision?"

Mr. De Villa: "Actually po iyung provision sa MOU, we are going to let you use our equipment."

Hon. Pagulayan: "So if we are going to use your equipment, it is including the hauling?"

Mr. De Villa: "According to our MOU, hauling is provided by the LGU."

Hon. Pagulayan: "Very curious kami sa area of responsibility na ipapakita ninyo."

Mr. De Villa: "to continue to explained the whole area of responsibilities of both parties. The whole area, at wala naman pong exact figures but it's almost 3 hectares."

Hon. Gutierrez: "Bale ang kukunin ninyo 3 hectares?"



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Mr. De Villa: "Yes po mga 3 to 4 hectares. Dito po namin itatayo iyung in take na structure. Para po masigurado na meron tayong flow ng tubig na enough to flow na papasok sa planta kailangang maganda ang daloy ng tubig."

Hon. Pagulayan: "Yang naka pula na yan ang kukunin ninyo at mas malaki talaga ang area of responsibility ng Bacoor?"

Mr. De Villa: "Yes po! Meron po kaming survey niyan na ang total area po ng Molino Dam is 8.48 hectares."

Hon. Pagulayan: "8.48 and you take 3 hectares? In correct partnership bakit hindi 4 hectares ang kunin ninyo para even."

Mr. De Villa: "Sige po i-discuss namin."

Hon. Palabrica: "Alam naman ni Mayor yan, pumayag naman siya?"

Mr. De Villa: "Very favor naman po. Iyung po sa amin I focus lang namin dito na magkaroon ng supply ang planta at the rest po iyun pong care off namin. Pero pwede naman ninyong gamitin ang dredge equipment namin at iyung nga po ang napag usapan namin."

Hon. Palabrica: "How much cost aside from the equipment, iyung manpower operation?"

Mr. De Villa: "From now Sir siguro, normally Sir, pinapa contract namin yan at operation team namin ang nakakaalam niya."

Discussion continues about area of responsibility and division of area. Also, they discussed about the dumping of waste and how they transport the waste, cost of hauling etc.

Mr. Vocalan: "Tapos Sir iyung huli nating pag-uusap, alam ko bago tayo nagbitawan sabi niyo bago kayo kumuha ng MOA sa amin ipapakita ninyo ang ECC ninyo diyan, meron na ba tayo niyan at baka bago mag umpisa magkaproblema tayo sa ECC. Alam ko na sa meeting natin na remind ko yan sa inyo."

Mr. De Villa: "Meron na kaming ECC."

Mr. Vocalan: "Gusto ko lang makita iyung EIA and ECC po ninyo?"

Mr. De Villa: "E-mail na lang po namin."

Mr. Vocalan agreed about e-mailing matter.

Mr. De Villa: "Sir, i share lang po namin iyung cover ng planta po para meron tayo. Iyung pong area na pinpoint natin kanina, eto po iyung kino contract natin hanggang ngayon, currently po ongoing na po itong lahat halos. Iyung pong kino



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contract na nabanggit kanina, just beside po ng shore ng dam. In order po para magka suck or maka draw siya enough water dun sa area nayun at kailangang i dredge natin mababa na kasi yan."

Hon. Gawaran: "Kanino pong project yan, kay Mayor or sa Maynilad."

Mr. De Villa: "Sa Maynilad po. It's part of our project minsan po kasi nagkakaroon ng shortage ng supply ng tubig."

Hon. Gawaran: "Proyekto pa ninyo yan. Kanino naman ninyo ibibgay ang supply ng tubig na makukuha diyan?"

Mr. De Villa: "Ang location po nang planta natin ay nasa Bacoor, makakatanggap ng tubig niya ay taga Bacoor din."

It was agreed that another hearing will be scheduled to commence on the following days.

The committee hearing was adjourned at 2:50 PM.

Prepared By:


ELENA B. SOMBRANO
Clerk

Attested By:


COUN. LEVY M. TELA
Chairman



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COMMITTEE ON ENVIRONMENT AND NATURAL RESOURCES
COMMITTEE ON RULES AND PRIVILEGES, LAWS AND ORDINANCES

**NOTICE OF JOINT COMMITTEE HEARING
(PROOF OF RECEIPT)**

(February 29, 2024 1:30 PM)

(MSBR Conference Room, 4th floor, Bacoor Legislative & Disaster Resilience Building, Bacoor Government Center, Bacoor Boulevard, Brgy Bayanan, City of Bacoor, Cavite)

Subject: **A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF UNDERSTANDING ON BEHALF OF THE CITY GOVERNMENT OF BACOR WITH MAYNILAD WATER SERVICES, INC. PERTAINING TO THE MAINTENANCE AND CLEANING OF MOLINO DAM. (PCR 525-2024 dated February 26, 2024).**

NAME	BUSINESS/OFFICE AFFILIATION	CONTACT NUMBER	SIGNATURE/DATE
Hon. Reynaldo Palabrica	SP		<i>[Signature]</i> 02/27/24
Hon. Reynaldo Fabian	SP		<i>[Signature]</i> 2/27/24
Hon. Adrielito Gawaran	SP		<i>[Signature]</i> 2/27/24
Hon. Alejandro Gutierrez	SP		<i>[Signature]</i> 2/27/24
Office of City Legal Service CESD	Legal office CESD		<i>[Signature]</i> 2/27/24 3:00PM
MAYNILAD	NSO / PMD	09498299848	<i>[Signature]</i> 2-27-24



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Office of the Sangguniang Panlungsod
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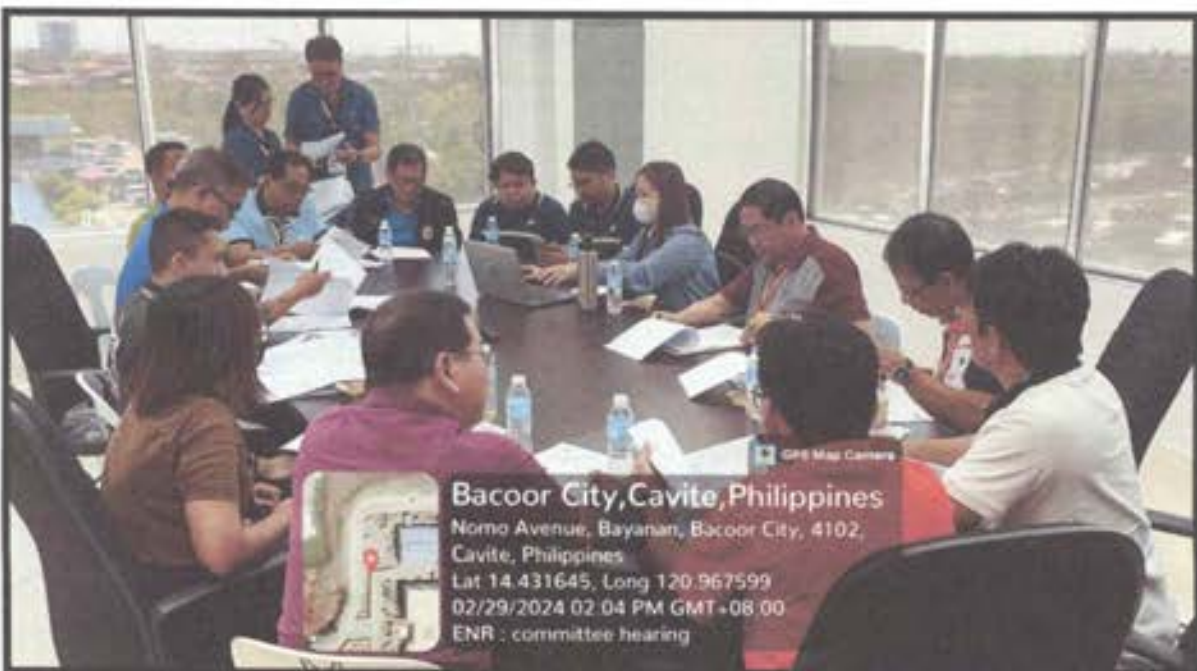
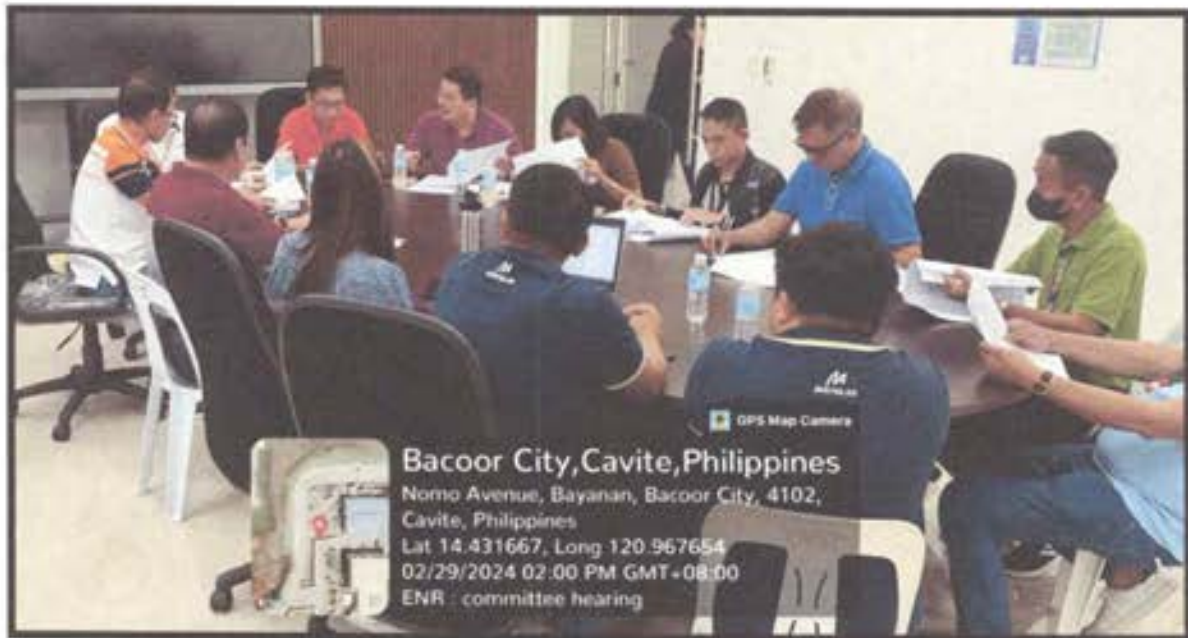
ATTENDANCE OF JOINT COMMITTEE HEARING

(February 29, 2024 1:30 PM)

(MSBR Conference Room, 4th floor, Bacoor Legislative & Disaster Resilience Building, Bacoor Government Center, Bacoor Boulevard, Brgy Bayanan, City of Bacoor, Cavite)

Subject: **A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF UNDERSTANDING ON BEHALF OF THE CITY GOVERNMENT OF BACOOR WITH MAYNILAD WATER SERVICES, INC. PERTAINING TO THE MAINTENANCE AND CLEANING OF MOLINO DAM. (PCR 525-2024 dated February 26, 2024).**

NAME	BUSINESS/OFFICE AFFILIATION	CONTACT NUMBER	SIGNATURE/DATE
Hon. Levy Tela			
Hon. Reynaldo Palabrica			
Hon. Adrielito Gawaran			
Hon. Alejandro Gutierrez			
Hon. Reynaldo Fabian			
Doc Bmza	Maynilad	0917298324	
Ernesto DE VERA	Maynilad	09498891879	
Caselyn Trub	Maynilad	09982366396	
Kolando Veralde	CESD		
Paula Tolentino	CESD	09362309151	
Atty. Joshua Flores	OCLC	0932-542-8588	
Rogelio M. Ordoñez			
RANDY FRANCISW			





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The 2nd joint committee hearing was executed on April 11, 2024, 1:00 P.M. at the Session Hall, 6th floor, Bacoor Legislative & Disaster Resilience Building, Bacoor Government Center, Bacoor Boulevard, Brgy. Bayanan, City of Bacoor, Cavite. It was presided over by Committee on Environment and Natural Resources Chairman, Hon. Levy M. Tela.

Members Present: Vice-Chairman on CENR, Hon. Reynaldo Fabian, and Subcommittee on Rules, and Privileges, Laws and Ordinances, Chairman, Hon. Reynaldo Palabrica, and with the presence of Hon. Alde Pagulayan and Hon. Rogelio Nolasco.

Also Present:

Engr. Joan Paula Tolentino	-	CESD
Atty. Nathaniel de Leon	-	Office of City Legal and Services
Engr. Jicky Jutba	-	City Engineering Office
Engr. Felicito Mejia	-	Office of Building Official
Mr. Jose Henry Baluyot	-	CPDC
Mr. Deo Buoza	-	MAYNILAD
Mr. Emmani de Villa		
Ms. Cari Espenesin		
Ms. Caselyn Trozio		

Hon. Levy Tela: "In regards of MAYNILAD nung first hearing natin, napagusapan po natin, regarding dun sa laki ng gagawing cover area nang dredging. What is your opinion."

Mr. De Villa: "Mr. Chair, last time po we meet, it was question po by the group, requested po pala to MAYNILAD to increase sharing from 70%, 30% to 50%, 50%. So may pine-prepare po kami na summary kung ano po ang magiging area na



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allocated po na responsible si MAYNILAD at responsible po si LGU. Initially po nag agree naman po ang aming team na 50-50 sharing."

Hon. Tela: "So nag agree na po tayo dun sa ating napag usapan. Sa inyo, kay Engr. Jutba, what is your suggestion regarding sa propose ng MAYNILAD, baka pwede kaming makahingi ng opinion or ideas, kasi kayo ang gagawa."

Eng. Jutba: "With respect po dun sa sharing ng area, as of now kasi nakita namin as per po usap namin ng Engineers po, iyung Molino Dam natin ngayon, main objectives niya ngayon is siya po ang nag ho-hold ng volume of water for flood issues, dahil as of now ang sinusuplayan nila ng irrigation is 90% na lang daw. Sa dredging na yun, na I clear na area, wala po kaming problema dun. Dahil siguro may ongoing project sila sa area na yun. Sa atin po sa LGU wala pong magiging problema dun."

Mr. De Villa: "To add lang po naka indicate naman po sa MOU, iyun area responsible ng MAYNILAD, iyung 4 hectares na mag haul dun sa makukuha na materials sa dredging. Kami na ang bahala sa pag transport dun at sa area ng LGU naman na makukuha sa dredging, ang LGU na ang bahalang magtransport ng dredge materials."

Hon. Palabrica: "Iyung dredging equipment naman sa inyo na manggagaling, di ba?"

Mr. De Villa: "Currently Sir, meron na kaming na deploy diyan na isang dredging equipment, excavator na nakapatong sa barge."

Hon. Palabrica: "Papaano ang disposal ng dredged materials?"

Mr. De Villa: "Mr. Chair as mentioned po last time na lugar po na pagdadalhan ng dredging materials, iyung LGU po ang mag dictate sa amin kung saan dadalhin ang nakuhang dredged waste materials."

Hon. Palabrica: "What is your opinion about the area of responsibility at iyung mga dredging equipment na ipapahiram sa atin at pero ang hauling at disposal ng dredged materials ay sa atin manggagaling. What is your opinion about that?"

Engr. Jutba: "Regarding po sa hauling Sir, kung maipapahiram nila continuously ang mga hauling equipment nila, mas maganda iyun. Kasi meron naman tayong mga trucks, kaso hindi sapat para magamit ang mga ito. Now, iyun kasing project nating iyan kahit masabi nating 50-50, parehas tayong win-win diyan. Ang MAYNILAD po magiging source of water nila yan para multiplication ng tank nila. Sa akin, kung mabibigyan tayo ng sapat na hauling equipment mas maganda iyun".

Hon. Tela: "What is your reaction MAYNILAD, what is your reaction regarding sa sinabi ng aming Engineer?"



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City of Bacoor

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Mr. De Villa: "If I may clarify lang Mr. Chair, ang sinasabi po ba na MAYNILAD na po ang responsible sa hauling na I dredge ng LGU? So far hindi kami umabot sa ganun ng management because malinaw naman kung ano ang nai draft namin sa MOU, I share ko lang Mr. Chair, kasi pag nag engage kami ng third party sa area namin, although may equipment meron po kaming I deploy na manpower services to do the dredging work at the same time services to haul-out iyung mga na I dredge na materials. Kung hindi sa amin iyung area, I don't think na it should be the MAYNILAD's responsibilities to haul, but pwede namang I raise kung saka-sakali sa management at kung papayag sila sa arrangement."

Hon. Palabrica: "Dalawa lang, maipapahiram ninyo kami ng truck?"

Mr. de Villa: "Currently Sir, wala kaming truck, pag nag start kami ng dredging work saka lang kami mag de deploy or makikipag engage sa aming third party".

Engr. Joan Paula Tolentino: "Sa CESD naman po ang main concern namin, iyung ma dredge na materials is not totally dapat silt siyempre sa ibabaw po iyung solid waste materials at majority po ito. Meron na ba tayong data kung ilang toneladang basura ang possible na dredge sa area?"

Mr. De Villa: "Wala kaming exact data kung anong klaseng materials na makukuha namin sa Dam. Meron kaming estimated na volume, given the fact sa area, pwede kaming mag assume ng one meter ng depth na silt, for the meantime. Pero once na start the dredging works, dun pa lang natin ma-identified kung anong klaseng waste materials, silt ba siya or combination of silt and plastic materials". Bale Mr. Chair sa practice kapag nag dredge tayo ng bodies of water magkakasama na po iyung kung ano ang makukuha sa area unless kung I rerequire ng CESD na kung magkakaroon ng segregation."

Engr. Pau: "Probably po talaga I segregate, kasi po nag undergo tayo ng MANDAMUS Manila Bay. Kung itatambak natin siya na may halong solid waste, may violation from DENR."

Hon. Palabrica: "Tama may problema tayo, malamang makasuhan ang MAYNILAD ng Supreme Court. Iyun nga MAYNILAD, Engineer I resolve natin ito kasi may MANDAMUS order sa Manila Bay Taskforce. Hindi pwedeng magtambak dun ng basura, iyung mga burak pwede pa yun kasi organic iyun. Pero iyung mga plastic ang i-dump natin dun, magkakaroon tayo ng violation, MANDAMUS order sa Supreme Court. Ano ang masasabi ninyo dun."

Mr. Buoza: "Bale actually sa experience namin sa hauling may ginagawa kami sa MAYNILAD na pinapadaan naming sa accredited na dumping site at sila iyung mag segregate. Actually, if will be allowed na kung hindi lang sa dun designated area na I sa suggest ninyo, kung baga sa labas ng area ng dumping site na recommended ninyo, meron area na ma segregate nila iyun."

Mr. de Villa: "Pag nakikipag engage si MAYNILAD sa dredging works required po ang aming third party contractor na kumuha ng DENR accredited na hauler and the same time iyung dumping site ay DENR accredited din."



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Hon. Palabrica: "You mean iyung mga contractors ninyo ng hauling DENR accredited? Meron silang area for segregation and disposition ng mga materials."

Mr. De Villa: "Yes po."

Engr. Pau: "Kung ganun po ok sa amin yun at least protektado pa rin ang ating Manila Bay at the same time, solusyon naman iyun sa Bacoor, dahil din sa magandang project ni Mayor."

Hon. Palabrica: "So okay na tayo sa 50% ang responsibility ng LGU at 50% naman kay MAYNILAD. Pag kami naman ang nag hauling na, kailangan kumontra rin kami sa contractor ninyo, papaano ang gagawin natin Engineer? Kasi may halong basura yan at tayo naman ang kakasuhan ng Supreme Court niyan."

Engr. Jutba: "Actually regarding sa hauling natin ang napag-usapan namin ni Mayor dati diyan, yung hauler natin ng basura yun yung, since na basura po iyung Dam iyun din po ang gagamitin natin para mag haul, iyung ilalim naman deeply panay lupa na yan na panambak."

Hon. Palabrica: "May question lang Mr. Chairman, may hatian dun sa area of responsibility, ano yun simultaneously ba gagawin iyun or one after the other?"

Mr. De Villa: "Mas wise kung sisimulan natin sa may shaded na blue (image appear in presentation) bago tayo makarating dun sa green. Kasi ang source ng tubig natin magsisimula dun sa bottom part ng picture. Dun po tayo magsisimula ng dredging paakyat po tayo dun sa may green color."

Hon. Palabrica: "Okay na wala ng problema sa CESD, full coordination na lang sa Engineering office para dun sa equipment at sa hauling, excavation."

Atty. De Leon: "Your Honor I am to fill in for Atty. Flores, last minute of substitution, Your Honor as long as the Sangguniang Panlungsod approves the MOU, we support po naman the MOU. As to the obligation of the parties, there after naman na kailangan ng pagbabago, I re-endorse namin pabalik sa Sangguniang Panlungsod para po ma-review ninyo."

Hon. Palabrica: "Natural waiver ito. So bago ito dumating ng DAM, kasi ang DAM sa NIA. May karapatan naman tayo sa tubig, di ba Atty.?"

Atty. De Leon: "Yes your Honor, suppose to be na magkaroon ng primary, consumer ay resident of Bacoor."

Hon. Palabrica: "So wala tayong problema sa NIA about this proposal kasi magiging supply ng MAYNILAD para sa consumers. May DAM kasi sa dulo at dun tumutuloy ang mga tubig na ito, so with this pwede at ano ang opinion mo may problema ba tayo sa NIA?"



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Atty. De Leon: "Your Honor, meron previous agreement between City of Bacoor and NIA's to the management of Molino Dam, iyun po ang magagamit nating basis, right to operate".

Hon. Palabrica: "In short Atty. that there will be no illegal issue with regard to memorandum of understanding between both parties."

Atty. De Leon: "Wala po."

Mr. De Villa: "Actually once na approved po ang MOU natin, we are already ready to deploy iyung aming resources, now we are engaging the third party at nag papa bid na kami kung sinong services na makakaprovide to do the dredge and hauling."


Hon. Palabrica: "Kailan matatapos ito sa part ninyo?"

Mr. De Villa: "Iyung buong area na ma dredge, iyung blue area, (image in representation) now we computed base sa mga previous na dredge naming lumalabas sa ganitong area, aabutin kami ng one and half year using one dredging equipment and we anticipating na after na matapos yan continuous ang dredging nito. Sa tanong naman ni Engr. Jutba hindi po iyun nakalagay sa MOU and I think na pwede naman po gamitin since shared used naman siya ng MAYNILAD and LGU. Magkakaroon lang naman ng amendment dun sa MOU at nakalagay naman yan sa provision na after certain time pwede naman nating I renew yan."


After thorough review and deliberation, the committee is ready to submit its recommendation before the City Council.

The committee hearing was adjourned at 2:03 PM

Prepared By:


ELENA B. SOMBRANO
Clerk

Attested By:


COUN. LEVYN M. TELA
Chairman



Republic of the Philippines
PROVINCE OF CAVITE
City of Bacoor

OFFICE OF THE SANGGUNIANG PANLUNGSOD

COMMITTEE ON ENVIRONMENT AND NATURAL RESOURCES
COMMITTEE ON RULES AND PRIVILEGES, LAWS AND ORDINANCES

NOTICE OF JOINT COMMITTEE HEARING

(PROOF OF RECEIPT)

(April 8, 2024 1:00 PM)

(Sangguniang Panlungsod Session Hall, 6th floor, Bacoor Legislative & Disaster Resilience Building, Bacoor Government Center, Bacoor Boulevard, Brgy Bayanan, City of Bacoor, Cavite)

Subject: A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF UNDERSTANDING ON BEHALF OF THE CITY GOVERNMENT OF BACOR WITH MAYNILAD WATER SERVICES, INC. PERTAINING TO THE MAINTENANCE AND CLEANING OF MOLINO DAM. (PCR 525-2024 dated February 26, 2024).

NAME	BUSINESS/OFFICE AFFILIATION	CONTACT NUMBER	SIGNATURE/DATE
Maricette Montano	SP		[Signature] 4/8/24
YAN PASQUA	SP		[Signature] 4/8/24
DNA SORIANO	SP		[Signature] 4/8/24
MARK MALINIS	SP		[Signature] 4/8/24
Er. Equiparado	OCLS	415 local	[Signature] 4/8/24
M. Palmeron	CEEP		[Signature] 4-8-24
Er. Francisco	CPDCO	216	[Signature] 4/8/24 11:56 AM
Arnold	C.E.O.		[Signature] 4/8/24
WILFRO TIGLAD	ZONING	481-4139	[Signature] 4/8/24
ALVIN A. TORTONA	DBO	481-4100 local 336	[Signature] 4/8/24



Republic of the Philippines
PROVINCE OF CAVITE
City of Bacoor

OFFICE OF THE SANGGUNIANG PANLUNGSOD

COMMITTEE ON ENVIRONMENT AND NATURAL RESOURCES
COMMITTEE ON RULES AND PRIVILEGES, LAWS AND ORDINANCES

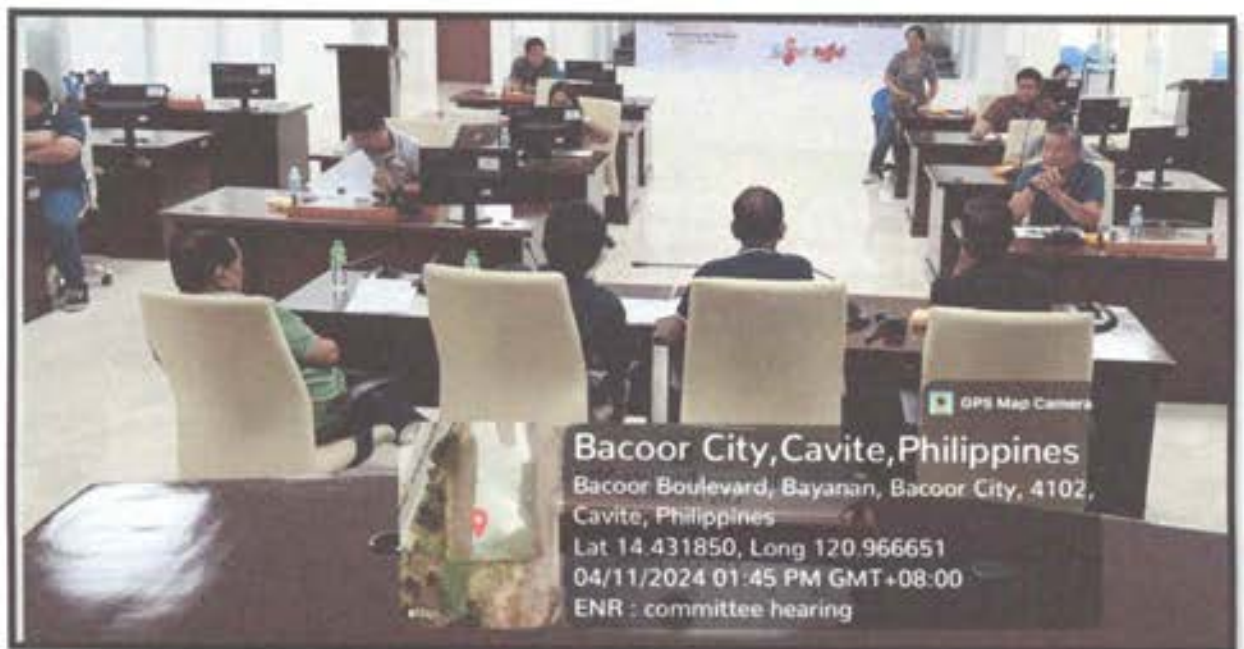
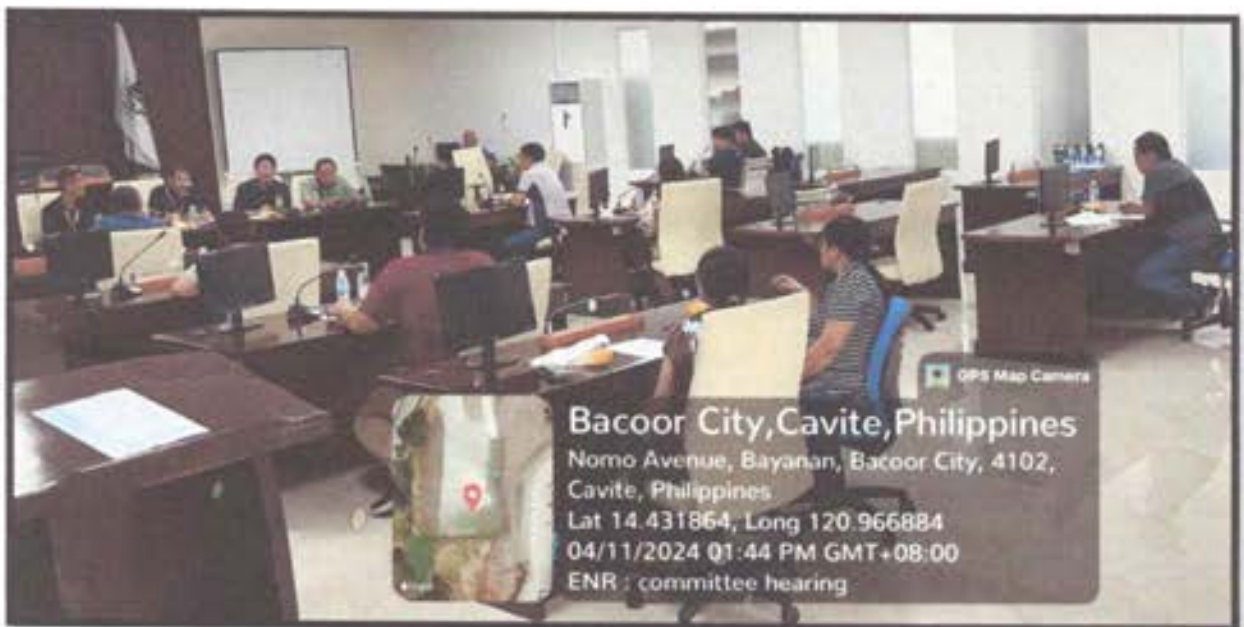
ATTENDANCE OF JOINT COMMITTEE HEARING

(April 11, 2024 1:00 PM)

(Sangguniang Panlungsod, 6th floor, Bacoor Legislative & Disaster Resilience Building, Bacoor Government Center, Bacoor Boulevard, Brgy Bayanan, City of Bacoor, Cavite)

Subject: A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF UNDERSTANDING ON BEHALF OF THE CITY GOVERNMENT OF BACOR WITH MAYNILAD WATER SERVICES, INC. PERTAINING TO THE MAINTENANCE AND CLEANING OF MOLINO DAM. (PCR 525-2024 dated February 26, 2024).

NAME	BUSINESS/OFFICE AFFILIATION	CONTACT NUMBER	SIGNATURE/DATE
Hon. Levy Tela	SP		
Hon. Reynaldo Palabrica	SP		
Hon. Adriellito Gawaran			
Hon. Alejandro Gutierrez			
Hon. Reynaldo Fabian			
CARI ESPENOSIN	MAYNILAD	0998-5696736	
Caselyn fraud	Maynilad	09982366396	
FELICITO R. MORA	OCBO	0928500385	
JOAN PAULA TOLENTIN	LESD	09362309164	
JILLY Q. JUBA	LEO	09178861443	
EMMANUEL L. BUNZA	Maguind	09492571277	
Dec EMMANUEL L. BUNZA	Maguind	0917298324	
JOSE HENRY PALUYA	CPDC	09187436664	
Rogelio con. Doloso	SP	0929-3237604	





OFFICE OF THE SANGGUNIANG PANLUNGSOD

A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF UNDERSTANDING ON BEHALF OF THE CITY GOVERNMENT OF BACOOR WITH MAYNILAD WATER SERVICES, INC. PERTAINING TO THE MAINTENANCE AND CLEANING OF MOLINO DAM.



OFFICE OF THE SANGGUNIANG PANLUNGSOD
CITY OF BACOOR, CAVITE
February 20, 2024

HON. NIWENA BAPTISTA-MENDIOLA
City Vice Mayor of Bacoor
City Government of Bacoor
Bacoor, Cavite

Thru Atty. Khalid A. Atoga, Jr.
Sangguniang Panlungsod of Bacoor

Subject Request for Authority to Enter Into and Sign Together
Memorandum of Understanding with the Maynilad Water
Services, Inc. Re Contract of Cleaning of Molino Dam

Dear Hon. Mayor/Memoria:

The Maynilad Water Services, Inc. (MAYNILAD) provides water and wastewater services to sectors 1, 17 and its utility areas within the Metropolitan Water Zone of the same zone of the Metropolitan Waterworks and Sewerage System (MWSS) zone of which it is a member of the same.

The MAYNILAD and the City Government of Bacoor have entered into a contract for the maintenance and cleaning of the Molino Dam, a project of the City of Bacoor, Cavite, with an amount of P10,000,000.00 (Ten Million Pesos) for the period of 12 months, starting from the date of signing of the contract. The City Government of Bacoor is requesting and negotiating with the MAYNILAD to enter into a Memorandum of Understanding (MOU) with the City Government of Bacoor, Cavite, to authorize the City Government of Bacoor to sign the MOU with the MAYNILAD.

The MOU will be signed by the City Government of Bacoor and the MAYNILAD, and the MOU will be subject to the approval of the Sangguniang Panlungsod of Bacoor, Cavite, to authorize the City Government of Bacoor to sign the MOU with the MAYNILAD.

You are hereby respectfully request the issuance of a resolution of the Sangguniang Panlungsod of Bacoor, Cavite, authorizing the City Government of Bacoor to sign the MOU with the MAYNILAD.

OFFICE OF THE SANGGUNIANG PANLUNGSOD
RECEIVED
BY: [Signature]
DATE: FEBRUARY 20, 2024
BY: [Signature]

STRIKE B. REVILLA
[Signature]



BACK



Republic of the Philippines
Province of Cavite
CITY OF BACOR

Office of the Sangguniang

CGBOR-MO 02-FC3 10
10-23-2023

19 February 2023

HON. ROWENA BAUTISTA-MENDIOLA

City Vice Mayor of Bacoor
Bacoor Government Center
Bacoor, Cavite

Thru: **Atty. Khalid A. Alega, Jr.**
Sangguniang Panlungsod Secretary

Subject: **Request for Authority to Enter Into and Sign Tripartite Memorandum of Understanding with the Maynilad Water Services, Inc. Re Contract of Cleaning of Molino Dam**

Dear Hon. Bautista-Mendiola:

The Maynilad Water Services, Inc. (MAYNILAD) provides water and wastewater services to seventeen (17) cities and municipalities that comprise the West Zone of the service area of the Metropolitan Waterworks and Sewerage System (MWSS), one of which includes the City of Bacoor, Cavite.

The MAYNILAD and the City Government of Bacoor have decided to pursue the common goal and objective of maintaining and cleaning the Molino Dam through dredging works that as a result will aid in (i) increasing the impounding capacity of Molino Dam to mitigate flooding and (ii) extracting and supplying adequate raw water supply for the Molino Modular Treatment Plant ("Molino ModTP") that will produce additional 5.5 MLD potable water for the residents of Bacoor, Cavite.


In line with this, the City Government of Bacoor recognizes the need to enter into a Memorandum of Understanding with Maynilad to establish obligations, rights and procedures for the shared use of the dredging equipment and define the legal relationship between the Parties.

In view thereof, I respectfully request the esteemed members of the Sangguniang Panlungsod to perform the appropriate actions that will grant me the authority to enter into and sign the above-mentioned Memorandum of Agreement.

Respectfully yours,

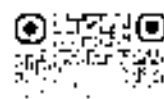

STRIKE B. REVILLA
City Mayor

OFFICE OF THE
SANGGUNIANG PANLUNGSOD
RECEIVED
BY: ARIEL
DATE: 1/24/23 TIME: 1:54
BACOR CITY, CAVITE

 **STRIKE B. REVILLA**
City Mayor



05800001002



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (this "MOU") is made and entered into this _____ day of _____, 2024 (the "Effective Date") at _____ City, Province of _____, by and between:

CITY GOVERNMENT OF BACCOOR, a local government unit duly organized and existing under and by virtue of the laws of the Republic of the Philippines with principal office address at Bacoor Government Center, Bacoor Boulevard, Barangay Bayanan, Bacoor City, Province of Cavite, duly represented by its City Mayor, **Hon. STRIKE B. REVILLA**, pursuant to his authority conferred and embodied in City Resolution No. 2024 - _____ Series of 202____, approved by the City Council of Bacoor dated 22 January 2024 and hereinafter referred to as the "**LGU-BACCOOR**".

and

MAYNILAD WATER SERVICES, INC., a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines with business and postal address at MWSS Engineering Building, MWSS Complex, Katipunan Avenue, Batara, Quezon City, duly represented herein by its Head, Corporate Affairs and Communications, **MARLE ANTOINETTE DE OCAMPO**, pursuant to her authority conferred and embodied in a Board Resolution dated _____, hereinafter referred to as "**MAYNILAD**".

The term "Party" shall mean **MAYNILAD** or **LGU-BACCOOR**, if applicable, while "Parties" shall mean **UPHSD-MOLINO** and **LGU-BACCOOR**, collectively.

RECITALS:

WHEREAS, **MAYNILAD** provides water and wastewater services to seventeen (17) cities and municipalities that comprise the West Zone of the service area of the Metropolitan Waterworks and Sewerage System (MWSS), one of which includes the City of Bacoor, Cavite;

WHEREAS, **MAYNILAD** and the **LGU-BACCOOR** have decided to pursue the common goal and objective of maintaining and cleaning the Molino Dam through dredging works that as a result will aid in (i) increasing the impounding capacity of Molino Dam to mitigate flooding and (ii) extracting and supplying adequate raw water supply for the Molino Modular Treatment Plant ("Molino ModTP") that will produce additional 5.5 MLD potable water for the residents of Bacoor, Cavite;

WHEREAS, the Parties desire to enter into this MOU to establish obligations, rights and procedures for the shared use of the dredging equipment and define the legal relationship between the Parties.

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual covenants herein contained, the Parties agree as follows:

I. PURPOSE

- A. It is understood that the Parties agree on the shared use of dredging equipment owned by **MAYNILAD**, particularly described in Section 2 (a) below for deployment in the Molino Dam and Reservoir. The Parties recognize the significance of efficient and sustainable dredging works to ensure the continuous supply and extraction of raw water for the Molino ModTP to deliver potable water to the residents of Bacoor, Cavite. For this purpose, this MOU is enacted to establish obligations, rights and procedures to guide the Parties;
- B. The Parties agree to make available to each other the dredging equipment and related items in the manner and under the terms and conditions provided in this MOU.

II. OBLIGATIONS OF MAYNILAD

- A. **MAYNILAD**, in collaboration with the City Government of Bacoor, and subject to **MAYNILAD's** existing programs and policies, shall implement the following activities in accordance with **MAYNILAD'S** relevant business plan and subject to such terms as the Parties may agree:

1. Equipment Procurement and Maintenance

- a. Procure the following dredging equipment for shared use with the LGU-BACOOR:

- i. Brand new Doosan DX220LCA super long reach excavator with floaters (barge) with the following specifications:

Engine Model	:	DB58TIS
Rated Power	:	109 Kw/ 1800 rpm (SAE J1349, net)
Engine Type	:	2 valves per cylinder, vertical injectors, water cooled, turbo charged with air to air intercooler
Number of cylinders	:	6
Displacement	:	5,785cc
Bucket capacity	:	0.5 cbm
Boom Length	:	8.5 meters
Arm Length	:	6.2 meters
Maximum Reach	:	15.5 meters
Maximum Digging Depth	:	11.66 meters
Maximum Digging Height	:	13.4 meters
Shipping Length	:	12.31 meters
Shipping Height (Boom)	:	3.17 meters
Telematic System (GPS)	:	3 years free of charge

- ii. Pontoon with the following specifications:

Steel plate Schedule 40 (min)	Partitions (thickness, 5 mm (min))
- Bottom Floor thickness, 8mm (min)	Top Floor thickness, 6 mm (min)
- Sidings thickness, 6mm (min)	
1 Beam, Schedule 60 (min)	1 Beam size 4x8 in.
	2 1 Beam (thickness, 8 mm (min))
C Channel Schedule 60 (min)	C Channel size, 2x6 in
	C Channel thickness 3mm (min)
Angle Bar, Schedule 40 (min)	Vertical Support angle bar size, 3x3 in
	- Thickness, 8 mm (min)
	Main Support to the top floors
	- Angle bar size 2x2 in.
	- Thickness 6 mm (min)
	Exterior framing angle bar size 2x2 in
	- Thickness, 6 mm (min)

The Pontoon should be compatible with the Long Reach Crawler Hydraulic Excavator

(collectively, the "Equipment")

- b. Ensure that the Equipment are regularly serviced consistent with recognized industry standards

2. Dredging Labor and Services

- a. Undertake through a third-party service provider, the necessary dredging works within a pre-determined area, as indicated in ANNEX "___" in the Molino Dam and Reservoir in relation to the sustainability of raw water extraction by **MAYNILAD's** Molino Mod TP Intake Structure, which includes the following:
- i. Mobilize essential tools and Equipment
 - ii. Conduct reconnaissance pre-survey.
 - iii. Provide required manpower;
 - iv. Implement dredging works proper
 - v. Designate disposal areas;
 - vi. Transport to disposal areas; and
 - vii. Conduct reconnaissance post-survey

III. OBLIGATIONS OF THE CITY GOVERNMENT OF BACOR

- A. In partnership with **MAYNILAD**, the City Government of Bacoor commits to undertake the following responsibilities:
1. Provide a safe and secure location as storage for the Equipment within the pre-determined area;
 2. Provide sufficient disposal areas in accordance with applicable health and safety standards;
 3. Ensure that all relevant permits related to dredging activities and moving the Equipment are issued promptly and without unreasonable delay, and no later than seven working days from the submission by **MAYNILAD** of all required documentation;
 4. Report to **MAYNILAD**, immediately upon discovery, damage to the Equipment; and
 5. Provide police escorts and/or barangay officials, as may be deemed necessary and as requested by **MAYNILAD**.

IV. EQUIPMENT SHARING

A. Procedure for Sharing

1. A Party may, through a reasonable written request to the other Party possessing and exercising control over the Equipment, use the Equipment, subject to the terms and conditions set forth in Section IV (C) below at mutually convenient times and locations, for a duration mutually agreed upon.
2. The Party possessing and exercising control over the Equipment shall not unreasonably withhold the use of the Equipment from the other Party

B. Equipment Storage

1. The Party using the Equipment ("User") shall be responsible for storing the Equipment in a reasonably safe and secure area as may be provided by the **LGU-BACOR**.

C. Equipment Usage

1. *Contact Person* - Each Party shall appoint a person or persons to act as a liaison to serve as the contact for each usage request, all inspections, and to otherwise facilitate the orderly and efficient equipment sharing requests and related information.
2. Contacts by each respective Parties are as indicated below:

MAYNILAD	
Name	: <INSERT NAME> (TPM/WSO)
Mobile No.	: <INSERT NUMBER>

CITY GOVERNMENT OF BACCOOR	
Name	: <INSERT NAME> (TPM/WSO)
Mobile No.	: <INSERT NUMBER>

3. *Operator Qualifications* - Only properly trained individuals with appropriate licenses may operate the Equipment.
4. *Usage Requirements* - Equipment shared under this MOU shall be used and operated only within the pre-determined area for its intended purpose. The Equipment shall be used and operated in a careful manner and in compliance with all the requirements for operation of any governmental authority having jurisdiction, if applicable. Equipment shall not be subleased or assigned for use or possession by any third party. Only the Parties, their authorized employees, their respective third-party service providers or the Parties' duly authorized representatives are allowed to use or possess the Equipment.
5. *Fuel* - The User shall be responsible for supplying all fuel used during the period it uses the Equipment.

D. Equipment Inspection and Safety

1. *Inspections* - The Equipment shared under this MOU shall be inspected by representatives from both **MAYNILAD** and the **LGU-BACCOOR** at the time of delivery and again at the time of turn-in. The results of these inspections shall be documented on an Equipment Inspection Form. Digital photographs of the Equipment shall also be taken at the time of delivery to ensure that any existing damage is documented appropriately.
2. *Operations and Safety Manuals* - **MAYNILAD** shall provide a copy of all Equipment operation and safety manuals to the **LGU-BACCOOR** at the time of the delivery of the Equipment.

V. WARRANTY

- *A. **MAYNILAD** is neither a manufacturer nor supplier of the Equipment and therefore makes no warranties, express or implied, including, without limitation, as to the condition of the equipment, its design, capacity, performance, construction, workmanship, or fitness for any particular use.
- B. All Equipment is shared on an "as-is" basis.
- C. **MAYNILAD** shall not be responsible or liable for any loss, delay, or damage of any kind resulting from defects in or accidental breakage of Equipment shared under this MOU.

VI. INSURANCE

- A. During the term of this MOU, each party will keep in force, at its own expense, insurance requirements.

VII. INDEMNIFICATION

- A. Each Party shall be solely responsible for its own acts and those of its employees and officers under this MOU.
- B. No Party shall be responsible or liable for consequential damages to another Party or persons arising out of providing or using equipment, services or labor under this MOU.

VIII. EFFECTIVITY AND TERM OF AGREEMENT

- A. This MOU shall take effect on the 1st day of April 2024 and shall be effective for a period of five (5) years, subject to extension or renewal on such terms as may be agreed upon in writing by the Parties.

IX. PRE-TERMINATION

- A. This MOU may be pre-terminated by a non-defaulting Party for material breach or misrepresentation of the other Party upon the lapse of thirty (30) days from service to the latter of the notice of termination.

X. CONFIDENTIALITY

- A. All information disclosed or derived by reason of this MOU, other than the information publicly available, shall be kept in strict confidence by the Party to whom such information is provided and will only be disclosed to such Party's employees, representatives and agents on a "need to know" basis.
- B. Neither Party shall disclose such information to any third party without the written conformity of the other Party.
- C. This confidentiality undertaking shall survive for five (5) years from the termination of this MOU.

XI. DISPUTE RESOLUTION

- A. If any dispute, controversy, claim or difference, of any kind, should arise between the Parties, relating to, in connection with, or arising out of, this MOU, including with respect to its formation, applicability, breach, termination, validity or enforceability (the "Dispute"), the Parties shall attempt, for a period of forty-five (45) days after receipt by a Party from the other Party of the notice of the existence of a Dispute, to settle such Dispute in the first instance by mutual discussion between the Head of Entity, Mayor, Chief Executive Officer, President, or their authorized representatives, as the case may be, of the Parties.
- B. Any Dispute which remains unresolved after the lapse of the prescribed forty-five day (45-day) period shall be referred to, and finally resolved by, arbitration. The arbitration shall be administered by the Philippine Dispute Resolution Center, Inc. ("PDRCI") in accordance with its rules in effect as of the date of the execution of this MOU, except as these may be modified herein or by mutual agreement of the Parties.
- C. The seat and venue of arbitration shall either be in Quezon City or Bacoor City, Philippines, subject to the mutual and written consent and agreement of the

*Memorandum of Understanding between the City Government of Bacoor
and the Maynilad Water Services, Inc.*

Parties. All arbitration proceedings and all documents submitted to the arbitration tribunal shall be in English language

- D. A sole arbitrator, who shall resolve the Dispute, shall be appointed by the Parties within thirty (30) days from the other Party's receipt of the notice of arbitration. PDRCI shall appoint the sole arbitrator if the Parties fail to do so within the 30-day period.
- E. Any decision or award of the sole arbitrator shall be final and binding upon the Parties. Each of the Parties agrees that the decision or award of the sole arbitrator may be enforced against it or its assets wherever they may be found, and that judgment upon such award may be entered in any court having jurisdiction thereof.

XII. MISCELLANEOUS

- A. **Relationship of the Parties.** This MOU shall not create or imply a joint venture, principal-agent, or any other relationship between the Parties. Further, this MOU shall not establish or create any employer-employee relationship between the Parties and/or their respective employees.
- B. **Non-waiver.** Should any of the Parties fail to insist upon the other the strict performance of, or compliance with, any condition or undertaking under this MOU, such failure shall neither be construed as a waiver of any right or remedy that it may have, nor shall it be construed as a renunciation of any subsequent breach of the conditions hereunder, and such conditions shall continue to be in full force and effect. Any right that either Party may have under this MOU shall be deemed waived only when the same is expressed in writing and executed by its duly authorized representative, as the case may be.
- C. **Notices.** All notices and other communications made or required to be given under this MOU, ("Notice"), shall be in writing, and shall be sent by (i) electronic mail to the e-mail addresses specified below, (ii) fax to the numbers specified below, with receipt acknowledged, (iii) courier, or personal service to the addresses specified below:

If to MAYNILAD:

Attention	:	xxx
Address	:	MWSS Engineering Building, MWSS Complex, Katipunan Avenue, Balara, Quezon City
Telephone	:	xxx
Fax	:	xxx
E-mail Address	:	xxx

If to the LGU-BACCOOR:

Attention	:	xxx
Address	:	MWSS Engineering Building, MWSS Complex, Katipunan Avenue, Balara, Quezon City
Telephone	:	xxx
Fax	:	xxx
E-mail Address	:	xxx

ii. A Notice must be treated as given and received:

- (i) if sent by fax or electronic mail before 5 p.m. on a business day at the place of receipt - on the day it is sent and otherwise on the next business day at the place of receipt; or
- (ii) if otherwise delivered before 5 p.m. on a business day at the place of delivery - upon delivery, and otherwise on the next business day at the place of delivery.

iii. This Section shall not be applicable to the notices, requests and communications described in Section IV (A) in relation to Section IV (C) (1) above.

- D. **Amendment.** The Parties may, upon mutual agreement, amend, modify, supplement or otherwise revise, in writing, any provisions of this MOU.
- E. **Entire Agreement.** This MOU contains the entire understanding between 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, save for those agreements already in force and effect at the time of the effectivity of this MOU.
- F. **Binding Effect.** This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors-in-interest and assigns.
- G. **Good Faith.** In complying with and implementing the terms of this Agreement, the Parties shall exercise good faith and cooperation to fulfill their common objective.
- H. **Authority.** Each Party represents and warrants on its own behalf that the individual signing this Agreement 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.
- I. **Governing Law.** This MOU shall be governed by Philippine Laws.
- J. **Counterparts.** This MOU may be signed in any number of counterparts, each of which is an original and all of which taken together form one single document.
- K. **Severability.** In the event that any of the provisions of this MOU is declared invalid, illegal, or unenforceable, the validity, legality, and enforceability of the other provisions hereof shall not, in any manner, be affected thereby.
- i. In the event of such illegality or unenforceability, this MOU shall be construed, if possible, in a manner as to give effect to the intent of the Parties to the particular provision(s) that has/have become invalid, illegal or unenforceable.
 - ii. In this case, the Parties shall negotiate in good faith for the purpose of amending this MOU to the extent necessary to restore, as best as possible, the original intent and effect of this MOU with the end in view of rendering all its provisions legal and enforceable.

IN WITNESS WHEREOF, the Parties have hereunto set their hands on the date and place first above-written.

For CITY GOVERNMENT OF BACOR:

For MAYNILAD WATER SERVICES, INC.:

HON. STRIKE B. REVILLA
City Mayor
City Resolution No 202_ - ____
Series of 202_

MARIE ANTOINETTE DE OCAMPO
Head
Maynilad Water Services, Inc

SIGNED IN THE PRESENCE OF:

ATTY. AIMEE TORREFRANCA-NERI
City Administrator
Bacoor City

NAME
Position
Maynilad Water Services, Inc

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF BACOR) S.S.

BEFORE ME, a Notary Public for and in the above-stated jurisdiction, this ____ day of _____, 2024, personally appeared the following:

NAME	ISSUED ID / ID NUMBER	DATE/PLACE ISSUED
CITY GOVERNMENT OF BACOR Represented by: Hon. STRIKE B. REVILLA		
MAYNILAD WATER SERVICES, INC Represented by: MARIE ANTOINETTE DE OCAMPO		

both known to me to be the same persons who executed the foregoing **MEMORANDUM OF UNDERSTANDING** consisting of **NINE [9] pages** including this page whereon this acknowledgement is written, signed by the parties and their instrumental witnesses on each and every page thereof, and they acknowledged to me that they executed the same of their own free and voluntary act and that of the institutions represented

IN WITNESS WHEREOF, I have hereunto set my hand on the day, year, and place above written

NOTARY PUBLIC

Doc No. _____
Page No. _____
Book No. _____
Series of 202_.