



**COMMITTEE ON ENVIRONMENT AND NATURAL RESOURCES**

**COMMITTEE REPORT**

NO. ENR 046-S-2025

Office of the Sangguniang Panlungsod  
Received by: Janet P. Pina  
Date: 01/20/2025  
Time: 1:00 PM

Subject: ***A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA TO SIGN THE MEMORANDUM OF AGREEMENT AMONG THE CITY GOVERNMENT OF BACOR, MAYNILAD WATER SERVICES, INC. AND THE NATIONAL IRRIGATION ADMINISTRATION REGARDING TO THE DREDGING, REPAIR AND MAINTENANCE OF THE MOLINO DAM, LIGAS DAM AND SAN NICOLAS DAM. (PCR 758-2025 dated February 17, 2025).***

**FINDINGS:**

To enhance the aforementioned water dams' operation and infrastructure to improve their capacity to store water and enhance flood management in the Province of Cavite's City of Bacoor. It also seeks to delineate the roles and responsibilities of the various entities concerning the dredging and upkeep of these dams.

The highly developed city of LGU Bacoor was established by virtue of R.A. By reducing the risk of flooding and improving water security, No. 7160 of the "Charter of the City of Bacoor" permits cooperation and partnership with other organizations to improve the lives of the people and guarantee the safety and well-being of the Bacooreño residents.

The seventeen (17) cities and municipalities that make up the West Zone of the Greater Manila Area get water and wastewater services from MAYNILAD, an agent and contractor of the Metropolitan Waterworks and Sewerage System.

Within the boundaries of the City of Bacoor, Province of Cavite, NIA holds land parcels, deep wells, pipelines, water production and treatment facilities, and appurtenances.







This agreement aims to strengthen the infrastructure and operation of the Molino Dam, Ligas Dam, and San Nicolas Dam by addressing the immediate dredging of these dams. The goal of this partnership is to enhance flood management in the Province of Cavite's City of Bacoor and expand the dam's capacity to store water. The duties of the various agencies concerning the dredging and upkeep of the aforementioned dams are also intended to be outlined in this.

**OBLIGATIONS OF THE NATIONAL IRRIGATION ADMINISTRATION (NIA).** In ensuring the effective management and maintenance of irrigation systems, including dredging activities of the water dams in the City of Bacoor, the NIA shall:

#### **CITY OF BACOOR**

- A. Coordinate closely with other national agencies including but not limited to the Department of Environment and Natural Resources (DENR) and the Department of Public Works and Highways (DPWH) to ensure compliance with the mandated regulations and guidelines;
- B. Ensure that all necessary clearances and permits are obtained from other relevant national agencies prior to the conduct of dredging activities;
- C. Secure right of way from concerned land owners or entities that may be affected by the dredging;
- D. Provide additional staff or personnel at its own expense as may be necessary to provide support for the efficient implementation of the dredging works;
- E. Closely monitor the progress of the dredging activities and coordinate with the NIA to ensure that regular maintenance was being conducted;
- F. Provide bunkhouse or field office and food allowance for the dredge crew; and
- G. Provide the hauling equipment, i.e. dump trucks and payloador, needed for the management of spoils.

#### **MAYNILAD**

- A. Implement measures to maintain and improve water quality through the installation of equipment and/or silt curtains around their treatment facilities within the City of Bacoor, Province of Cavite;
- B. Ensure regular maintenance of their water treatment facilities in the City of Bacoor, including the frequent replacement of filters and conduct of regular clean-up of the water branches, streams, creeks, and other similar







bodies of water that drain into the Molino Dam, Ligas Dam, and San Nicolas Dam in the City of Bacoor;

- C. Collaborates with the LGU BACOR, NIA, and other government agencies to reinforce efforts in cleaning and dredging the water dams in the City of Bacoor; and
- D. Engage with the local communities to keep them informed about the dredging activities and water management initiatives.

#### **NATIONAL IRRIGATION AUTHORITY**

- A. Work closely with the LGU BACOR in the planning and executing the dredging activities within its jurisdiction;
- B. Administer the use of funds provided for the dredging activities which covers the Operational, Maintenance and Repair expenses of the gate valves in all water dams in the City of Bacoor, Province of Cavite;
- C. Be responsible for the planning and designing of dredging activities within the City of Bacoor, Province of Cavite to ensure that they meet the required standards and specification;
- D. Provide specialized dredging equipment including, but not limited to, long-reach excavators and pontoons in order to facilitate efficient dredging operations;
- E. Provide personnel with expertise needed to execute the dredging activities on time based on the approved Dredging Plan;
- F. Implement and execute the actual dredging activities within the City of Bacoor to ensure that they are carried out according to the approved Dredging Plan and specifications;
- G. Ensure the regular maintenance of the dredged areas in the City of Bacoor, including the repair and upgrading of gate valves in order to prevent siltation and maintain water flow;
- H. Monitor and supervise the implementation of preventive maintenance of the dredge, and ensure strict compliance of the dredge and dredging project to national and local policies or regulations;
- I. Coordinate with other government agencies, local communities, and stakeholders to keep them informed and involved in the success of the dredging projects;





- J. Appraise the higher authorities as may be necessary regarding its accomplishments and any other challenges encountered concerning the operations; and
- K. Monitor and evaluate the progress and effectiveness of the dredging activities to achieve the desired outcomes.

**RECOMMENDATION:**


In view of the foregoing, the Committee respectfully recommends the **APPROVAL** of the proposed RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA TO SIGN THE MEMORANDUM OF AGREEMENT AMONG THE CITY GOVERNMENT OF BACOOR, MAYNILAD WATER SERVICES, INC. AND THE NATIONAL IRRIGATION ADMINISTRATION REGARDING TO THE DREDGING, REPAIR AND MAINTENANCE OF THE MOLINO DAM, LIGAS DAM AND SAN NICOLAS DAM. Awaiting further feedback and recommendations from the NIA, Maynilad, and OCLS

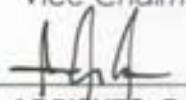
**WE HEREBY CERTIFY** that the contents of the foregoing report are true and correct.

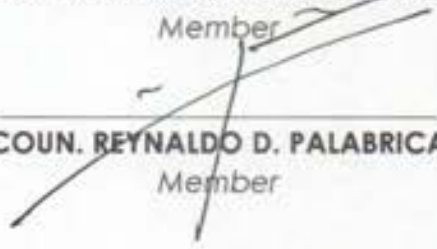
Signed this 22nd day of May 2025 at the City of Bacoor, Cavite.

**COMMITTEE ON ENVIRONMENT AND NATURAL RESOURCES**

  
COUN. LEVY M. TELA  
Chairman

  
COUN. REYNALDO M. FABIAN  
Vice Chairman

  
COUN. ADRIELITO G. GAWARAN  
Member

  
COUN. REYNALDO D. PALABRICA  
Member







**COMMITTEE ON ENVIRONMENT AND NATURAL RESOURCES**

**COMMITTEE MINUTES**

NO. ENR 046-S-2024

Office of the Sangguniang Panlungsod  
Received by: *[Signature]*  
Date: *3/13/25*  
Time: *2:40 PM*

Subject: **A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA TO SIGN THE MEMORANDUM OF AGREEMENT AMONG THE CITY GOVERNMENT OF BACOOR, MAYNILAD WATER SERVICES, INC. AND THE NATIONAL IRRIGATION ADMINISTRATION REGARDING TO THE DREDGING, REPAIR AND MAINTENANCE OF THE MOLINO DAM, LIGAS DAM AND SAN NICOLAS DAM. (PCR 758-2025 dated March 03, 2025).**

The committee hearing was executed on March 13, 2025, at 2:40 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 Chairman, Hon. Levy M. Tela, Committee on Environment and Natural Resources. Vice Chairman, Hon. Reynaldo Fabian, and member, Hon. Reynaldo Palabrica

Please see attachment for the attendance.

Hon. Tela: Magandang araw sa atin lahat, now we will start our committee hearing regarding sa PCR 758-2025, a resolution authorizing the City Mayor, Honorable Strike Revilla, to sign the Memorandum of Agreement among the City Government of Bacoor, Manila Water Services Incorporated, and the National Irrigation Administration regarding the dredging, repair, and maintenance of the Molino Dam, Ligas Dam and San Nicolas Dam is now called to order. I assume that the memorandum of agreement is already read, on your part. May I know your comments and suggestions? Regarding our memorandum of agreement.

Mr. Vocalan: Mr. Chair, Your Honor.

Hon. Tela: Go ahead, Sir Vocalan

Mr. Vocalan: Dito po sa obligation ng city, yung letter D po at saka F, dapat po ibigay ito sa Maynilad. Dahil i-cocontract service naman po nila ito eh. Hindi ba po pwedeng... Isama na ito sa

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contract service nila. Kasi magde-dredge po sila bago yung spills tayo mamamahala. Parang wala po tayong equipment at saka kakaihang gawin po ito. Yun lang po, Mr. Chair, Your Honor. F and G po, the title na obligation of the city government of the Bacoor po.

Hon. Tela:

May I know the pleasure of the Maynilad first? The comment of our Sir Rolly Vocalan from City Environment. May I know your pleasure from Maynilad? Doon po sa obligation po ng city government, eh totoo naman po yun. Wala talagang ano ang kakayanan ng city government. Regarding sa letter G. May I read, Provide the hauling equipment, dump trucks, and payload needed for the management of spoil. Maynilad po, Maynilad.

MAYNILAD:

Good afternoon, Mr. Chair. Before we answer that question po, may we request to start under Article 1 for the purpose of the agreement. Because we have a clarification there, po. So may I state na. Currently It is noted po na merong Molino Dam, Ligas, and San Nicolas Dam. So ang initial position po ni Maynilad dito is currently meron po kaming ginagawang treatment plant sa Molino Dam. So we agree on the location. However, sa Ligas po, and sa San Nicolas particularly, wala po kaming treatment plant facility doon. So ang initial position po namin doon, it should not be included in this agreement po.

Mr. Vocalan:

Sir, bali ang MOA lang natin ito, sir, attorney, is Molino Dam lang. Correct me if I'm wrong here, sir.

MAYNILAD:

Mr. Chair, ang nakalagay po kasi dito is sa three locations po, Molino, Ligas, and San Nicolas. So ang position po ni Maynilad as of this moment po, Molino Dam, kasi po we have an existing, na it will be completed by the end of this year, possible po nakasama sa locations.

Mr. Vocalan:

Tama naman, Mr. Chair, isa lang muna po, Mr. Chair, your honor, isa lang muna po MOA natin bago natin isunod to pag na-inspection na natin ng magkakasama, ano po yung tamang kailangan. In generally, Mr. Chair.

Hon. Tela:

Thank you Mr. Vocalan. Ah, with regard to this dredging, sempre po yung nakakano po yung NIA. May ano di ano ng NIA, sir?

Mr. Nazareno:

Ano po, Mr. Chair. Yung pong siguro pang kaya po tatlo ito ay particularly sa dredging po siya, sa dredging. Hindi lang po sa extraction ng tubig ng Maynilad. So, linawin ko lang po sana yung San Nicolas, ano po kayang particular dam yung San

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Nicolas dam? Kasi po wala sa inventory namin yung San Nicolas dam. Hindi kaya ito yung Sintas na ba ito? Yan lang po, hindi namin ma actionan, yung San Nicolas dam. Ngayon po itong MOA, kasi po ang mag-a-approve po nito ay Central Office po. So, pinareview po namin na sinubmit po namin sa Regional Office ng NIA sa Pila, Laguna. Ah, at ngayon po may findings and recommendations po doon. Ah, allow me to read po. Ah, ito po yung nakapindings and recommendations. Upon review of the stipulations and provisions outlined in the MOA, it has been determined that while the MOA aligns with NIA's mandate to undertake dredging, repair, and maintenance of the irrigation systems, the availability of funds is a crucial factor in its implementation. The successful execution of the MOA depends on securing the necessary financial support. To facilitate this, an additional budget ...location or a cost-sharing agreement with the LGU of Bacoor would be beneficial to cover expenses related to dredging, repair, and maintenance operations. Ah, mayroon pa pong karugtong. Furthermore, it is imperative that the MOA receives formal approval from the NIA Central Office prior to the execution. This ensures that all financial and operational considerations are addressed. At the national level, safeguarding NIA's interests and ensuring compliance with standard procedures. Yan po. Yun po kasi yung nagiging problema ng NIA. Actually po, pagka kami po ay nagsasubmit ng budget proposal for projects, yung mga proposed projects muna namin. Ah, halimbawa poi tong year na to, nagsubmit kami ng budget na 600 million. So, bumalik po sa amin yung pinarevise 500 million. Pero ito pong bumaba sa aming general appropriations at nasa 10% lang o 50 million lang. Kaya, yun po ang isang pinoproblema namin kung sasagutin namin yung budget dito. Yun po. Thank you po, Chair. Mr. Chair.

- Hon. Tela: Thank you, Sir. Nakalagay po sa letter B, no? Administer the use of funds provided for the dredging activities which cover the operational, maintenance and repair expenses of the gate bulbs or water dumps in the city of Bacoor Province of Cavite. Letter B. One of your obligations.
- Mr. Nazareno: Sir, Chair, may recommendation po kami. Kasi po kami ay nagkakaroon ng convergence sa public works. Ang alam po namin ay mayroong dredging equipment po, yung public works.
- Mr. Vocalan: Meron po yung dredging machine doon ang NIA. Kayo ba? Sa inyo ba po yun?







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- Mr. Nazareno: Hindi naman siya pang dredge sa actual eh. Parang pang desilting lang siya. Parang pang desilting lang siya. No range na excavator.
- Mr. Vocalan: Okay. Sa inyo po yun, Mr. Chair, Your Honor?
- Mr. Nazareno: Yes po.
- Mr. Vocalan: Sa inyo po, yung isa. Yung isa yata sa maynilad. Kasi, Mr. Chair, Your Honor, tatanong natin ang NIA kasi may operation na po ang maynilad sa Molino Dam. Naka MOA ba po sa inyo yun or MAYNILAD? Kanino po kayo naka MOA para makapag-start ng operation doon?
- MAYNILAD: Mr. Chair, currently po wala pa pong operations ang MAYNILAD doon sa Molino ongoing pa po yung construction namin doon? And tama din po yung nabanggit kanina. Meron pong isang dredging equipment doon. Yung backhoe na may pontoon, kay MAYNILAD po yun. Na if I may be allowed po, banggitin ko na lang din po. Meron pong current na MOU na na ongoing po yung review si MAYNILAD and si Bacoor LGU po. That refers po doon sa usage ng equipment and dredging po ng Molino Dam.
- Mr. Vocalan: So, Mr. Chair, your honor, noted po dahil meron tayong hearing po doon eh. Parang 70-30 po yung gagawin ng MAYNILAD. Parang 30 ata yung sa local. Tama ba, Mr. Chair, your honor?
- MAYNILAD: Mr. Chair, to clarify po, napag-agreehan po after po nung hearing is 50-50. Mr. Chair.
- Mr. Vocalan: Parang mali po yun. For the record po. At bubungkaling ko yung record dito, 70-30 po. At bubungkaling ko yung record dito, 70-30 po. Makakalimutin po ako pero yun po naaalala ko. Oo, dahil ang nag-motion noon ay si Coun. Reynaldo Palabrica. Kahit kunin po natin yung pass record niyan, 70-30 po yan. Tama ba po? Tanda ko po yan. Kaya hindi po 50-50 yan. Check your record, Mr. Chair, your honor.
- Hon. Tela: Dating proposal. Humiling tayo nun. Oo, humiling tayo yun eh. Other comments sa engineering? Ok na yun sa memorandum of agreement? Wala naman po? Sa iba pong resource person regarding dito sa ating MOA? dahil din sa ating pinag-usapan. Meron pa ba tayong nakikitang suggestion or comments para this memorandum of agreement?

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- Mr. Nazareno: Mr. Chair, siguro po yung sa NIA, baka pwedeng intayin natin yung magiging comment ng NIA Central Office o namin. Yung comment na binasa ko kanina is from Regional Office para for submission pa sa Central Office. Kasi ang pipirma naman po dito sa MOA na to-take yung aming administrator po na nasa Central Office po.
- Ms. Alcantara: Mr. Chair, regarding po dito yung key repair and maintenance of the Molino Dam, Ligas Dam, and San Nicolas, ang sa pagkakaalam ko po, ang meron lang tayo ay Molino Dam tsaka yung Prinsa sa San Nicolas. Yung Ligas Dam ay wala po tayong Ligas Dam. Baka mga tributaris po ito or... icheck lang dito. Ang alam ko lang po kasi ay Prinsa Dam sa may San Nicolas and yung Molina Dam.
- Mr. Nazareno: Mr. Chair, yung pong record po kasi ng NIA sa aming inventory ay Ligas Dam. Yung binabanggit nilang Prinsa Dam, yun po yung Ligas Dam. Yung pong nasa barangay naman ng... Molino 3, yun po yung Molino Dam. So yung pong San Nicolas Dam, yun po yung tinatanong ko sana kung ano pong pangalan talaga nung dam na yan. Maari po kasing yan ay Sintas na Bato or...
- Hon. Tela: San Nicolas 3, Prinsa Dam?
- Mr. Nazareno: Sa amin po kasi ang nasa inventory namin, Ligas Dam po yan. Hindi po yun ang... Kasi dito nga binabanggit tatlo eh Ligas Dam and San Nicolas Dam. And Molino pala So parang iba pa yung Ligas Dam sa San Nicolas. Ano po Ang aming po kasing record ay Ligas Dam po yun. Na nasa San Nicolas yan. Ang area po kasi niya ay...Nung yan may rice field pa, ang area niya ay Ligas. So sa area po kami nagbe-base ng pangalan eh. So kaya siya ay Ligas Dam. Medyo dun po sa marker, parang may mali nga din po dun eh. Kaya nang nakita namin yung marker dun sa Ligas Dam or yung sinasabi nyo San Nicolas Dam. Parang nakalagay dun Molino Dam eh. Molino Dam yung nakalagay sa marker.
- Hon. Tela: Oo, Molino Dam naman talaga eh, di ba?
- Hon. Palabrica: Mr. Chair, may I? Parang may confusion dun sa mga name ng dam. Pero, are we talking about the same dam? Kung sinabing Ligas Dam ng... nang NIA, sinasabi ng kayo, ng CESD at Planning ay Prinza dam ba, tawag ninyo? Is it one and the same?

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Mr. Nazareno: Sa tingin ko po, yun na po yun. Yung Prinza dam, yun po yung Ligas Dam kasi wala po silang record ng Ligas Dam.

Hon. Palabrica: To resolve the issue, pwede nating sabihin sa dito sa Memorandum of Agreement proposed... O, tama. Prinza dam Kasi, i-define na lang natin that particular or specific dam kung anong pangalan noon at anong pangalan ngayon. Halimbawa, Prinza dam or, open-close parenthesis, Ligas Dam kung Ligas Dam sa ang terminology or ang pangalan na gamit ng NIA. Para ma-resolve lang yung issue ng pangalan, di ba? Kasi, kasama isang party sa NIA, sa agreement, Mr. Chair NIA, so kung anong tawag nila doon, kailangan mag-reflect din doon sa Memorandum of Agreement. Am I correct, sir?

Mr. Nazareno: Yes, po. Mas maganda nga siguro yung sasabing niya na may open-close parenthesis na yung San Nicolas Dam, ayun din yung Ligas Dam and... or Prinza dam.

Hon. Palabrica: Para kung anong sinasabi ng city government, ano ang sinasabi ng NIA is one and the same dam. O, di ba? Para walang lituhan.

Hon. Tela: Kaya nga, record sa NIA, hindi yun na nga niya, close parenthesis na lang. Dredging.

Hon. Palabrica: May I call the attention of Maynilad, representative. Nagkaroon na tayo ng pag-uusap before, di ba, tungkol dito sa dredging project. Ano na yung status natin doon? Ano na ang final ng Maynilad? Kasi sa... As far as my recollection is, ang napag-usapan natin ay... 70 percent. 30 percent ang Bacoor, di ba? Ganon ng natin, dredging activities.

Hon. Tela: dating 50/50, yun yung ginawa natin. Tama ba?

MAYNILAD: Mr. Chair, to clarify po, actually, nabanggit ko na kanina, ang napag-agreehan po after nung hearing is 50-50, Mr. Chair. Yun din po yung nakalagay sa MOU na currently on review pa po siya dahil meron pa pong katanungan yung aming legal team po doon sa legal team ni Bacoor. Pero currently, Mr. Chair, yung dredging equipment ni Maynilad is nandoon na po sa Molino. Nakastandby na anytime po na mag-materialize yung MOU, pwede na tayo mag-proceed sa dredging works.

Hon. Palabrica: Pero, for review pa yung proposal na 70-30. what is... what was already approved by Maynilad is 50-50.

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- MAYNILAD:** Tama po Mr. Chair.
- Hon. Palabrica:** On the part of the NIA, may we know your opinion, sir? Ma'am tungkol dun sa magiging dredging activity dun sa dam, sa Molino Dam. Molino Dam din po ba ang tawag ninyo doon? Do we have the same name of that particular dam?
- Mr. Nazareno:** Yes po, Mr. Chair. Nakabanggit ko na po kanina medyo, wala lang po si Sir Kanina. Ang pinaprolema po talaga namin dyan ay yung funding po. Then, yung aming yung comments po ng Regional Office, kasi sinubmit po namin sa Regional Office ng NIA, ay for submission pa sa Central Office. So, ang final po na ano yan, mag-a-approve by Central Office and yung ding aming administrator ang mag-sign po niya.
- Hon. Palabrica:** So, bitin tayo pagdating sa NIA. Paano mga po, paano mga po, ano to, mag-a, mag-push through kung bitin doon sa NIA. Okay na ang Bacor at Maynilad, pag sa NIA, nakabitin tayo. Pwede ba namin galawin yun? Idredge namin ng without the written consent of the NIA? Without cost, pwede?
- Hon. Palabrica:** Pagpalagay natin without cost. Assuming without cost. Kasi, ang initial usapan, ang Bacor at ang Maynilad, may sharing na doon sa cost of the proposed dredging project. In case na matuloy yung at no cost ang NIA, ano po, ma'am, ang inyong opinion dito?
- Ms. Jill:** Hindi po ba kaming ma-furnish nung copy ng MOA with Maynilad para maka-negotiate namin yung 50-50 yung pinag-dredge niya?
- Hon. Palabrica:** Wala pa po negotiation pa lang po. Malaki po ang respeto namin sa NIA. Hindi kami gagalaw ng hindi walang consent from NIA. Although ang Bacoor at ang Maynilad ay almost finished ng negotiation, ngayon, siyempre, bilang respeto sa inyong ahensya. Actually, parang wala naman kayong cost dito eh. Nabasa niyo na po ba ito? Parang halos technical lang naman ang magiging...
- Ms. Jill:** Meron nga po kami gusto i-clarify kasi, Mr. Chair, although nakalagay po dun sa obligation ng NIA na kami po yung magko conduct ng dredging and maintenance activities, then nabanggit po kasi yung use of funds Yung funds. Kami po yung mag-administer. Yung use of funds po ba ay galing po sa dalawang parties?

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- Hon. Palabrica: Dapat siguro alisin natin to.
- Ms. Jill: So yun nga po, baka po kasi funds from NIA ay wala po kami mailabas.
- Hon. Palabrica: So, meaning your opinion regarding this proposal is to delete letter B. Alisin natin to. Kasi walang fund ng NIA. Yes, sir. Walang budget. Pero... Work closely with the LGU-Bacoor or in the planning and setting the dredging activities within its jurisdiction. Wala naman kayong problema doon.
- Mr. Nazareno: Mr. Chair, mayroon pa kami. Actually, itong dun sa... Nabanggit ko kanina kasi yung letter B nga na mayroon kaming convergence program with public works. Kaya kung sa dredging activities po, pwedeng... Pwedeng sa kanilang magkipag-coordinate po yung NIA. Dito pong mayroon letter D, yung provide specialized dredging equipment. So, mayroon na kaming isa doon, yung mayroon ding pontoon, katulad na... Yung excavator na may pontoon, katulad na sa Maynilad. Mayroon kong magpo-provide pa ng panibago. Central Office din po ang kinakausap po dun. gawa nga po ng funding. Yun pa rin po ang problema, yung funding. Yung... The same po sa letter E, yung provide personnel and expertise needed. Actually po, ang aming permanent... Ang may permanent status po namin na heavy equipment operator. Isa lang na. Isa po. Gumagalaw po siya ng buong Cavite, Batangas. Kaya funding po talaga. Pagka naman po kami nag-hire, so wala din po kami mapapagkargahan. Dahil nga kulang ang... Pondo ng NIA. Yung nabanggit siya kanina na 500 million yung proposal namin. 10% lang po ang GAA na nangyari 50 million lang po.
- Hon. Palabrica: Hindi kakayanin. I will ask, Mr. Chair, I will ask Maynilad. In case po pumayag ang NIA, they have already manifested that their resources is limited. Based on our previous negotiations. Pwede niyong bang punuan ang sapatos ng NIA? Kaya yung pupuno sa kanilang kakulangan.
- Hon. Tela: Kayo ang makikinabang nito pag luminis eh.
- Hon. Palabrica: Diba nag-uusap naman tayo dati. Alam mo, pagpalagay na natin 50-50 doon sa dredging activity. Halimbawa okay na kami sa Bacoor ng 50-50. So wala namang magiging problema ang NIA on that proposal. So okay nang Maynilad doon. Kasi kayo namang puprovide diba ng equipment? Kami ang puprovide ng security naman doon sa equipment at personal ninyo, Tama? Yan ang nakaraan nating usapan eh.

COMMITTEE MINUTES ENR-046-S-2025

PCR 758-2025- MOA AMONG THE CITY GOVERNMENT OF BACOOR, MAYNILAD, AND NIA



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- MAYNILAD:** Tama po, Mr. Chair. Pero i-clarify lang po namin na ang pinag-uusapan lang po natin dito is applicable po doon sa Molino Dam.
- Hon. Palabrica:** Molino Dam lang. Ma'am NIA and Sir. Yung proposed dredging activity sa Molino Dam, Kung ang mag shoulder na ang Bacoor at Maynilad na ang magtutulong dun. May requirement po ba ang NIA sa amin?
- Mr. Nazareno:** Mr. Chair actually po, last meeting po naming kay Mayor Strike. Dahil maraming equipment diyan namomoblema kami sa fuel nga at personnel, so wala namang ano kami..
- Hon. Palabrica:** Hindi naman kayo nag ooppose dito sa proposal.
- Mr. Nazareno:** Okay nga sa aming madredege po talaga yan eh.
- Hon. Palabrica:** Ah, so wala tayong proposal, ay wala tayong problema doon sa proposed dredging activities na ito.
- Mr. Nazareno:** Wala naman po.
- Hon. Palabrica:** So kung ganito lang paggawin natin, pagtulong-tulungan na lang natin kung ano yung available resources ninyo, may contribute ninyo, tapos kung ano naman yung mapagkasunduan namin ng Maynilad, the city government and Maynilad, para kahit pa paano makasave din kami ng konti or mas malawak pang maabot natin pag pinagtulong-tulungan natin. Malaki rin yung molino dam na yun.
- Mr. Nazareno:** Yes po, sir. Nandyan nga po yung ano namin, naka-standby na po dyan yung aming heavy equipment.
- Hon. Palabrica:** Pwede namin gamitin in case. Sasama lang natin sa MOA. Baka yun yung... Baka yung ano, ang ibig sabihin ng letter D.
- Mr. Nazareno:** Actually, Mr. Chair, yan eh, naumpisa na talaga namin yung desilting dyan. Nagkaroon lang na problema kasi malambot pa yung lupa na. Nakita naman siguro ng karamihan sa Bacoor na nagkaroon kami na problema. Tapos pinahina pa nga namin.
- Hon. Palabrica:** Tama-tama nga yun, tag-init na. Mas madali ang trabaho. So yan lang, Mr. Chair, ang aking mga tanong. Wala naman siguro magiging problema na. Hindi, kaya ngayon.

COMMITTEE MINUTES ENR-046-S-2025

PCR 758-2025- MOA AMONG THE CITY GOVERNMENT OF BACOOR, MAYNILAD. AND NIA



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- MAYNILAD 2:** Mr. Chair, I believe parang may separate po na MOA between NIA and Bacoor LGU, about the dredging po ng...
- Hon. Palabrica:** Wala naman. Kundi ito tripartite agreement na ito eh. Tayong tatlo ito.
- MAYNILAD 2:** I think, sir, parang may overlap po sa pag-disseminate po nung... Or yung revision po nung magiging dredging activities nila. I believe na-mention din po ni NIA na meron po silang ongoing dredging po dun.
- Hon. Palabrica:** So, i-define natin yung areas yun ang ibig mong sabihin.
- MAYNILAD 2:** Yes Sir!
- Hon. Palabrica:** Ayun ba ibig mo sabihin? Para hindi walang overlapping. Kasi nung nag-usap ang Bacoor sa Maynilad, parang na-define natin ang area, ang coverage ng bawat party. So this time na may NIA, kailangan natin ma-define din kung anong area. Tama? Ayun ba ibig mo sabihin?
- MAYNILAD:** Yes Sir!
- Hon. Palabrica:** So maybe we can include that proposal in the memorandum agreement. Isama na natin dito yung area coverage of all the parties involved. Mas maigi yun, ano, sa tingin mo?
- MAYNILAD 2:** Also, Mr. Chair, I-raise up po rin namin yung concern about the Article 4, Letter A, the entire agreement and integration. This MOA constitute the entire agreement between the parties and supersedes any prior understanding or representation of any kind preceding of the date of this MOA. Meaning po ba nito, Mr. Chair, na mawawala na po yung MOU? Yung first po. Then, eto na po yung magiging, parang magiging final of the final po.
- Hon. Palabrica:** May we call the attention of our Legal Services Department representative? Ah, wala. Kasi silang gumawa nito eh. Ganito na lang gawin natin, Mr. Chair. Kasi parang ang daming questions dito. Sa mga random agreement from different parties, magkaroon na lang ng isang meeting, the Office of the Mayor to be represented by the Legal Services Department lawyer, the representative from Maynilad, then the representative from NIA, to conduct a meeting para ma-harmonize itong ano, lahat ng provisions dito sa MOA. Then, saka nila ibalik dito sa atin, sa Sanggunian, for us to review. And, hopefully, maka-appreciate natin yun makita natin na tama

COMMITTEE MINUTES ENR-046-S-2025

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01/20/2025



lahat, then we approve the resolution granting the mayor to sign into this agreement. Kasi kung dito natin naayusin, wala yung lawyer ng ano, we are wasting our time. So, Mr. Chair, I respectfully move that the representative from the three stakeholders involved in this MOA conduct a designate the three parties designate their official representative for the crafting of this MOA or ano, ang tawag doon, yung to harmonize the provisions to be included in the MOA para hindi tayo paikot-ikot, mag iikot ikot lang tayo dito. Before the end of this, hearing, Mr. Chair, siguro, ano na lang natin, tanungin na lang natin, ang NIA, ang Maynilad, sino yung official representative nila for the meeting para may ayos mag-designate nila kung sino ma-identify nila. Ganun na lang.

Hon Tela: Okay, gano'n na lang po. Kasi, ang pinag-usapan kasi natin sa Maynilad, dati, ano eh, Molino dam, pero dito kasama na yung dalawa eh.

Hon. Palabrica: Kaya nga. Kung kasama ang Maynilad dito, ang, sa, mapapa commit sila dun sa hindi naman nila hindi natin pinag-usapan eh. So, kailangan, eh, lagay natin sa MOA ngayon na ang participation ng Maynilad ay limited to Molino Dam only. Kaya, wala, hindi appropriate itong ano eh, mga provisions ng proposed MOA. So, buti na lang, nag-hearing tayong ganito, nalaman natin. So, again, Mr. Chair, my suggestion is bawat party, mag-designate ng official representative, tapos, mag-settle na lang sila kung kailan sila mag-meeting, kung saan, para iayos nila yung mga provisions dito sa MOA na to. Then, afterwards, ibalik sa atin for our review and approval. Ganoon na lang, Mr. Chair, Pwede mo na itanong siguro, Mr. Chair, sinong official representative ng Maynilad at ng NIA, tapos, ibibigay natin sa legal department, sila na lang ang mag-reach out sa Maynilad at sa NIA para makapag conduct sila ng meeting tungkol dito. Okay yun sa Maynilad? Okay po sa inyo yun?

MAYNILAD: We concur on the suggestion, Mr. Chair. And also, to add po doon, baka po pwedeng isend na rin in advance nung each party sa responsible po yung mga comments nila dun sa MOA before the meeting po.

Hon. Palabrica: Mas maganda I agree So, sino po ang official representative ng Maynilad for the record? And, kasi para, tapos kukunin na rin namin yung contact number kasi i-refer na namin ito sa legal for the legal department to set the meeting. Sino po sa Maynilad?

COMMITTEE MINUTES ENR-046-S-2025

PCR 758-2025- MOA AMONG THE CITY GOVERNMENT OF BACOR, MAYNILAD, AND NIA



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- MAYNILAD: SA legal department po namin, Mr. Chair si Atty. Jay, wala lang po sila dito. Isulat na lang po namin, tapos ibigay na lang po namin, sir.
- Mr. Nazareno: Sir, sa NIA po, pwede pong dalawa Si Atty. J. po, ng regional office. And anyone po sa amin kasi po minsan may lakad po ako, isang engineer po, yung operations po namin.
- Hon. Palabrica: Thank you, sir. Kindly submit the name and contact number to the chair. Salamat po. Sa atin, sa city government, si Rolly ba, si planning o si legal? Sino? Si legal. Siguro si legal, siya na ang mag coordinate sa engineering.
- Mr. Vocalan: Pwede pong kasama din po kami, dahil may concern din po kami. Nabanggit ko previously on the hearing po. Mr. Chair, your honor.
- Hon. Palabrica: Mag patawag kayo ng legal natin para mag-usap kayo. Parang ano, suggestion nyo rin?
- Hon. Nolasco: Mr. Chair, tutal na may napag-agreehan na naman po na mayroon na tayong gagawin ng city legal ng Maynilad and NIA. So I move for the suspension of this committee hearing.
- Hon. Palabrica: Second the motion
- Hon. Tela: Second, the motion. There are no other matters to be tackled. They have a move for the suspension of this committee hearing. A move for the suspension of this hearing is suspended.

The committee hearing was suspended at 1:46 pm

Prepared by

**ELENA B. SOMBRANO**

Local Legislative Staff Assistant 1

Attested by

**COUN. LEVY M. TELA**

Chairman

COMMITTEE MINUTES ENR-046-S-2025

PCR 758-2025- MOA AMONG THE CITY GOVERNMENT OF BACOOR, MAYNILAD, AND NIA



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COMMITTEE ON ENVIRONMENT AND NATURAL RESOURCES

**ATTENDANCE OF COMMITTEE HEARING**  
(PROOF OF RECEIPT)  
(March 13, 2025 2:00 PM)

Office of the Sangguniang Panlungsod  
Received by Janet P. Pineda  
Date: 13 JUN 2025  
Time: 2:00 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 THE MEMORANDUM OF AGREEMENT AMONG THE CITY GOVERNMENT OF BACOR, MAYNILAD WATER SERVICES, INC. AND THE NATIONAL IRRIGATION ADMINISTRATION REGARDING TO THE DREDGING, REPAIR AND MAINTENANCE OF THE MOLINO DAM, LIGAS DAM AND SAN NICOLAS DAM. (PCR 758-2025 dated February 17, 2025).**

NAME	BUSINESS/OFFICE AFFILIATION	CONTACT NUMBER	SIGNATURE/DATE
Hon. Levy M. Tela			
Hon. Reynaldo M. Fabian			
Hon. Reynaldo D. Palabrica			
Hon. Adrielito G. Gawaran			
Mark Benson Villalobos	CESD	0945 966 6044	
Deo Bmza	maynilad	09171298323	
PATIO, RAVEN N.	Maynilad	09203844506	
SIBI, JENN C.	MAYNILAD	09455165750	
LOZANO, EVERASER	CITY ENGINEER	09989922671	
Hon. Saphiro Dominguez			

ATTENDANCE OF COMMITTEE HEARING NO. ENR 046-S-2025

PCR 758-2025- MOA AMONG THE CITY GOVERNMENT OF BACOR, MAYNILAD, AND NIA





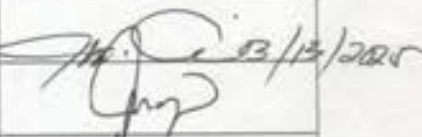



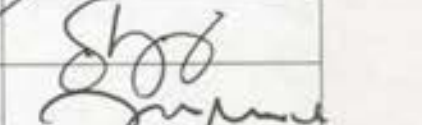
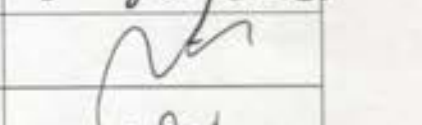

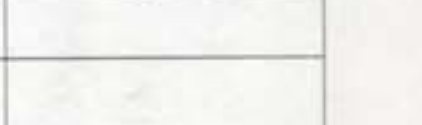
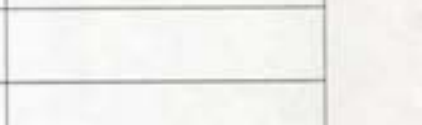




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01/20/2025



NAME	BUSINESS/OFFICE AFFILIATION	CONTACT NUMBER	SIGNATURE/DATE
<del>Edwin Arnes de Villa</del> Charlynn Mago	Maynilad	09498891879	 03/13/2025
Caselyn Tiron	Maynilad	09255223011	
ALLAN VINCENT E. ARCELA	CESD	09284429800	
Blue-Kevin O. Borreo	NIA CBIMO	09121898943	
LORENZ BART C. OPINA	NIA - CBIMO	09363100659	
EDWIN C. NAZARENO	NIA - CBIMO	09177150797	
JHONNA MARIE P. CALAYCAY	NIA - CBIMO	0998341334	
JILL MANANGKIL	NA - IVA	09175000602	
Polando Vocelca	CESD		
Rhorrina D. Alcantara	CPDC		
Kim B. Cortez	MOUND 3	09164467762	

ATTENDANCE OF COMMITTEE HEARING NO. ENR 046-S-2025  
PCR 758-2025- MOA AMONG THE CITY GOVERNMENT OF BACOR, MAYNILAD, AND NIA



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**COMMITTEE ON ENVIRONMENT AND NATURAL RESOURCES**

**NOTICE OF COMMITTEE HEARING**  
(PROOF OF RECEIPT)  
(March 13, 2025 2:00 PM)

Office of the Sangguniang Panlungsod  
Received by Jepet Pineda  
Date: 3-11-25  
Time: 8:11 am

(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 THE MEMORANDUM OF AGREEMENT AMONG THE CITY GOVERNMENT OF BACOR, MAYNILAD WATER SERVICES, INC. AND THE NATIONAL IRRIGATION ADMINISTRATION REGARDING TO THE DREDGING, REPAIR AND MAINTENANCE OF THE MOLINO DAM, LIGAS DAM AND SAN NICOLAS DAM. (PCR 758-2025 dated February 17, 2025).**

NAME	BUSINESS/OFFICE AFFILIATION	CONTACT NUMBER	SIGNATURE/DATE
L. Equignolo	OCLS	415 Local	Equignolo
Arnold Romero	CEO		Romero
Desha Alagos Jr	CPOL		Alagos
Nicklas Palmon	CESD	418-4128	Palmon
JANIEL ORWANG	SP		Orwang
Mham Paswar	SP		Paswar
JHIE SAN JUAN	SP		San Juan 3-11-25
Kap. Ben Arminada Becor d. Firsiha			Firsiha 3-11-25

NOTICE OF COMMITTEE HEARING NO. ENR 46 S-2025

PCR 758-2025- MOA AMONG THE CITY GOVERNMENT OF BACOR, MAYNILAD, AND NIA







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Bacoor Boulevard, Bayanan, Bacoor City,  
Cavite 4102, Philippines  
Lat 14.431847, Long 120.966767  
03/13/2025 02:27 PM GMT+08:00  
Committee : hearing

Office of the Sangguniang Panlungsod  
Received by: [Signature]  
Date: [Signature]



Bacoor City, Cavite, Philippines  
Nomo Avenue, Bayanan, Bacoor City, Cavite  
4102, Philippines  
Lat 14.431882, Long 120.966753  
03/13/2025 02:27 PM GMT+08:00  
Committee : hearing



Bacoor City, Cavite, Philippines  
Bacoor Boulevard, Bayanan, Bacoor City,  
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01/20/2025



PCR 758-2025 – A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA TO SIGN THE MEMORANDUM OF AGREEMENT AMONG THE CITY GOVERNMENT OF BACOR, MAYNILAD WATER SERVICES, INC. AND THE NATIONAL IRRIGATION ADMINISTRATION REGARDING TO THE DREDGING, REPAIR AND MAINTENANCE OF THE MOLINO DAM, LIGAS DAM AND SAN NICOLAS DAM.

CGBR-MD-02-P01.01  
01/15/2025



Republic of the Philippines  
Province of Cavite

**CITY OF BACOR**  
Office of the City Mayor



10 February 2025

HON. ROWENA BAUTISTA-MENDIOLA  
Vice Mayor, City of Bacoar  
6<sup>th</sup> Floor, New Bacoar Legislative Building  
Bacoar City, Province of Cavite

OFFICE OF THE  
SANGGUNIANG PANLUNGSOD  
RECEIVED  
BY: RUTH S. S  
DATE: 2/10/25 TIME: 4:18  
BACOR CITY, CAVITE

THRU: Atty. KHALID A. ATEGA JR.  
Sanggunian Panlungsod Secretary  
Sangguniang Panlungsod

SUBJECT: REQUEST FOR A CITY RESOLUTION AUTHORIZING THE CITY MAYOR TO ENTER INTO AND SIGN THE MEMORANDUM OF AGREEMENT AMONG THE CITY GOVERNMENT OF BACOR, MAYNILAD WATER SERVICES INC., AND THE NATIONAL IRRIGATION ADMINISTRATION

Dear Hon. Bautista-Mendiola,

*Greetings in the name of public service!*

We are respectfully endorsing to your good office a copy of the proposed **MEMORANDUM OF AGREEMENT** draft among the City Government of Bacoar, Maynilad Water Services, Inc., and the National Irrigation Administration aiming to address the dredging of the Molino Dam, Ligas Dam, and San Nicolas Dam, including the repair of the valve systems, and conduct of regular repair or maintenance in each dam.

These efforts are essential in order to improve the infrastructure and functionality of the aforementioned water dams, aiming to increase the dam's water storage capacity and improve flood control in the City of Bacoar, Province of Cavite. Further, it aims to outline the different agencies' responsibilities with respect to the dredging and maintenance of these dams.

In consideration of the foregoing, I respectfully request the esteemed members of the Sangguniang Panlungsod to enact a resolution authorizing the undersigned to enter into and sign the aforementioned Memorandum of Agreement.

Thank you very much.

Respectfully yours,

**STRIKE B. REVILLA**  
City Mayor



Address: New Government Center, Bacoar Bldg.  
Brgy. Bayanan, City of Bacoar, Cavite  
Telephone: 0454-1193  
Website: www.bacoar.gov.ph



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**BACK**

Agenda 128<sup>th</sup> Regular Session, 17 February 2025, Monday

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## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_, 2024 (the "Effective Date"), in the City of Bacoor, Province of Cavite, by and among:

The **CITY GOVERNMENT OF BACOR**, a local government unit existing under the laws of the Republic of the Philippines, with principal office address at Bacoor Government Center, Molino Boulevard, Barangay Bayanan, City of Bacoor, Cavite, herein represented by its City Mayor, **Hon. STRIKE B. REVILLA**, pursuant to his authority conferred and embodied in City Resolution No. \_\_\_\_\_, Series of 2025, approved on the \_\_\_\_ day of \_\_\_\_\_ 2025, of the City Council of Bacoor, hereinafter referred to as the "**LGU BACOR**"

**MAYNILAD WATER SERVICES, INC.**, a domestic corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office and postal address at \_\_\_\_\_, represented herein by its \_\_\_\_\_, and hereinafter referred to as "**MAYNILAD**"

and

**NATIONAL IRRIGATION ADMINISTRATION**, a government-owned and controlled corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office and postal address at \_\_\_\_\_, represented herein by its \_\_\_\_\_, and hereinafter referred to as "**NIA**"

The term "Party" shall mean either LGU BACOR, MAYNILAD or NIA, as applicable, while the term "Parties" shall mean LGU BACOR, MAYNILAD and NIA, collectively.

### WITNESSETH:

**WHEREAS**, Section 16, Article II of the 1987 Philippine Constitution provides that "the State shall protect and advance the right of the people to a balanced and healthful ecology in accord with the rhythm and harmony of nature;"

**WHEREAS**, Section 16 of Republic Act (R.A.) No. 7160 or the "Local Government Code of the Philippines" provides that every local government unit shall exercise the powers expressly granted, those necessarily implied therefrom, as well as powers necessary, appropriate, or incidental for its efficient and effective governance, and those which are essential to the promotion of the general welfare;



**WHEREAS**, the LGU BACOR is a highly-urbanized city created under and by virtue of R.A. No. 7160 of the "Charter of the City of Bacor," authorized to partner with other institutions in the upliftment of the lives of the people through collaboration and partnership to ensure the safety and well-being of the Bacooreños by mitigating flood risks and enhancing water security;

**WHEREAS**, MAYNILAD is an agent and contractor of Metropolitan Waterworks and Sewerage System providing water and wastewater services to the seventeen (17) cities and municipalities that comprise the West Zone of the Greater Manila Area;

**WHEREAS**, NIA owns parcels of land, water production and treatment facilities, deep-wells, pipelines and appurtenances within the territorial jurisdiction of the City of Bacor, Province of Cavite;

**WHEREAS**, the NIA has jurisdiction in the operation, maintenance, and protection of the Molino River Irrigation System (RIS), covering a service area of Four Hundred Sixty-Two (462) hectares where a portion of it is irrigated and cultivated by the LGU BACOR's local farmers;

**WHEREAS**, the LGU BACOR, MAYNILAD, and NIA seeks to address the dredging of the Molino Dam, Ligas Dam, and San Nicolas Dam, including the repair of the valve systems and conduct of regular repair or maintenance in each dam;

**WHEREAS**, these efforts are essential in preparation for the upcoming rainy season in order to minimize the risk of flooding in the City of Bacor, Province of Cavite, as the dredging will also help increase the dams' capacity to hold water, thereby mitigating flood risks during heavy rains;

**WHEREAS**, the Parties consider their common interest in promoting the mutual cooperation to demonstrate a proactive approach to addressing critical challenges facing the community, ensuring a safer and more sustainable future for the City of Bacor;

**NOW THEREFORE**, for and in consideration of the foregoing premises and the mutual covenants and stipulations provided for herein, the Parties hereby agree as follows:

- I. **PURPOSE OF THE AGREEMENT.** - The purpose of this Agreement is to address the immediate dredging of the **Molino Dam, Ligas Dam, and San Nicolas Dam** in order to improve the infrastructure and functionality of these dams. This collaboration aims to increase the dam's water storage capacity and improve flood control in the City of Bacor, Province of Cavite. This also aims to outline the different agencies' responsibilities with respect to the dredging and maintenance of the above-mentioned dams.
- II. **OBLIGATIONS OF THE NATIONAL IRRIGATION ADMINISTRATION (NIA).** In ensuring the effective management and maintenance of irrigation systems, including dredging activities of the water dams in the City of Bacor, the NIA shall:



- A. Work closely with the LGU BACOR in the planning and executing the dredging activities within its jurisdiction;
- B. Administer the use of funds provided for the dredging activities which covers the Operational, Maintenance and Repair expenses of the gate valves in all water dams in the City of Bacor, Province of Cavite;
- C. Be responsible for the planning and designing of dredging activities within the City of Bacor, Province of Cavite to ensure that they meet the required standards and specification;
- D. Provide specialized dredging equipment including, but not limited to, long-reach excavators and pontoons in order to facilitate efficient dredging operations;
- E. Provide personnel with expertise needed to execute the dredging activities on time based on the approved Dredging Plan;
- F. Implement and execute the actual dredging activities within the City of Bacor to ensure that they are carried out according to the approved Dredging Plan and specifications;
- G. Ensure the regular maintenance of the dredged areas in the City of Bacor, including the repair and upgrading of gate valves in order to prevent siltation and maintain water flow;
- H. Monitor and supervise the implementation of preventive maintenance of the dredge, and ensure strict compliance of the dredge and dredging project to national and local policies or regulations;
- I. Coordinate with other government agencies, local communities, and stakeholders to keep them informed and involved in the success of the dredging projects;
- J. Appraise the higher authorities as may be necessary regarding its accomplishments and any other challenges encountered concerning the operations; and
- K. Monitor and evaluate the progress and effectiveness of the dredging activities to achieve the desired outcomes.

**III. OBLIGATIONS OF THE CITY GOVERNMENT OF BACOR.** To ensure that the dredging activities are carried out effectively and sustainably, the LGU BACOR shall:

- A. Coordinate closely with other national agencies including but not limited to the Department of Environment and Natural Resources (DENR) and the Department of Public Works and Highways (DPWH) to ensure compliance with the mandated regulations and guidelines;



- B. Be responsible that all necessary clearances and permits are obtained from other relevant national agencies prior to the conduct of dredging activities;
- C. Secure right of way from concerned land owners or entities that may be affected by the dredging;
- D. Provide additional staff or personnel at its own expense as may be necessary to provide support for the efficient implementation of the dredging works;
- E. Closely monitor the progress of the dredging activities and coordinate with the NIA to ensure that regular maintenance was being conducted;
- F. Provide bunkhouse or field office and food allowance for the dredge crew; and
- G. Provide the hauling equipment, i.e. dump trucks and payloader, needed for the management of spoils.

**IV. OBLIGATIONS OF THE MAYNILAD WATER SERVICES, INC.** To ensure a sustainable water supply and maintain the quality of water for the consuming public, the MAYNILAD shall:

- A. Implement measures to maintain and improve water quality through the installation of equipment and/or silt curtains around their treatment facilities within the City of Bacoor, Province of Cavite;
- B. Ensure regular maintenance of their water treatment facilities in the City of Bacoor, including the frequent replacement of filters and conduct of regular clean-up of the water branches, streams, creeks, and other similar bodies of water that drain into the Molino Dam, Ligas Dam, and San Nicolas Dam in the City of Bacoor;
- C. Collaborates with the LGU BACOR, NIA, and other government agencies to reinforce efforts in cleaning and dredging the water dams in the City of Bacoor; and
- D. Engage with the local communities to keep them informed about the dredging activities and water management initiatives.

**V. EFFECTIVITY AND TERMINATION.**

Unless otherwise terminated as provided herein, this Agreement shall take effect immediately upon signing of the Parties, and shall remain in force until the utilization of the activity, or unless sooner terminated by mutual consent of the Parties in writing.

This Agreement may be terminated in the event of a default by the other Party of any of its obligation and shall automatically be terminated upon the realization of the purposes of this Agreement.



**VI. MISCELLANEOUS PROVISIONS**

- A. ENTIRE AGREEMENT AND INTEGRATION.** This MOA constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this MOA. There are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this MOA.
- B. AUTHORITY.** Each Party represents and warrants on its own behalf that the individual signing this MOA 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.
- C. GOOD FAITH.** In complying with and implementing the terms of this MOA, the Parties shall exercise good faith and cooperation to fulfill their common objective.
- D. NON-EXCLUSIVITY.** Both Parties agree that nothing in this MOA shall, in any way, preclude other entities of similar business establishments from entering into an agreement with the other Party that offers similar or analogous services.
- E. ASSIGNMENT.** Either Party is strictly prohibited from assigning this MOA, as well as the performance of any obligation or undertaking made herein, to any third party without obtaining the prior written consent of the other Party. Either Party cannot assign this MOA without the written consent of the other Party to any successor by way of any merger, consolidation, or other corporate reorganization of such Party, or sale of all or substantially all of the assets of such Party, provided that such successor assumes, or is otherwise fully bound by all of the obligations of the assigning Party under this MOA. No assignment, with or without such consent, will relieve either Party from its obligations under this MOA.
- F. BINDING EFFECT.** The covenants and conditions contained in this MOA shall apply to and bind the Parties, as well as their successors and permitted assigns.
- G. GOVERNING LAW and VENUE OF SUITS.** This MOA shall be governed by the laws of the Republic of the Philippines, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims, or causes of action arising out of or in connection with this MOA shall be subject to the exclusive jurisdiction of the courts of Makati City or Bacoor City, at the option of the plaintiff, to the exclusion of all other venues.
- H. CUMULATIVE RIGHTS.** The Parties' rights under this MOA are cumulative and shall not be construed as exclusive of each other unless otherwise provided by law.
- I. WAIVER.** The failure of either Party to enforce any provisions of this MOA shall not be deemed a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every



provision of this MOA.

- J. **HEADINGS.** The titles to the provisions in this MOA are for convenience or reference only and shall not in any way affect the interpretation thereof.
- K. **SEVERABILITY.** If any part or parts of this MOA shall be held unenforceable for any reason, the remainder of this MOA shall continue in full force and effect. If any provision of this MOA is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.
- L. **AMENDMENTS.** This MOA 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 MOA 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 MOA. This MOA shall be legally acceptable after being signed by the authorized representatives of the contracted Parties with full corporate power vested to them by their respective Parties. After signing this MOA, all previous verbal and/or written arrangements about the subject of this MOA shall be considered null and void.
- M. **NOTICE.** Except as may be otherwise specifically provided in this MOA, 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 MOA, or at such other addresses as may be subsequently specified by written notice.
- N. **COUNTERPARTS SIGNING.** This MOA may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same agreement.

**IN WITNESS WHEREOF**, the Parties have hereunto signed these presents on the date and at the place first above written.

**CITY GOVERNMENT  
OF BACOR**

By:

**HON. STRIKE B. REVILLA**  
City Mayor  
City Resolution No. \_\_\_\_\_  
Series of 2025

**NATIONAL IRRIGATION  
ADMINISTRATION**

By:

\_\_\_\_\_  
<Position Title/Designation>



**MAYNILAD WATER  
SERVICES, INC**

By:

\_\_\_\_\_  
<Position Title/Designation>

Signed in the presence of:

**Atty. AIMEE TORREFRANCA-NERI**  
*City Administrator*  
City Administrator's Office

\_\_\_\_\_  
<Position Title/Designation>



## ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)  
CITY OF Bacoar, Cavite) S.S.

BEFORE ME, a Notary Public, this \_\_\_\_ day of \_\_\_\_\_, 2025 personally appeared the following:

NAME	Competent proof of Identity / Number	Date and Place Issued
STRIKE B. REVILLA		

This instrument, consisting of \_\_\_\_\_ (\_\_\_\_) pages, including the page on which this acknowledgement is written, has been signed on the left margin of each and every page thereof by the concerned parties and their witnesses, and sealed with my notarial seal.

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

Doc. No. \_\_\_\_\_;  
Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_;  
Series of 2025.