



Republic of the Philippines  
Province of Cavite  
**CITY OF BACOOR**

**Office of the Sangguniang Panlungsod**



**DISTRICT I**

Official Business

**HON. CATHERINE SARINO-EVARISTO**

City Councilor

**HON. MIGUEL N. BAUTISTA**

City Councilor

**HON. ADRIELITO G. GAWARAN**

City Councilor

**HON. MANOLO S. GALVEZ JR.**

City Councilor

**HON. RICARDO F. UGALDE**

City Councilor

**HON. LEVY M. TELA**

City Councilor

**DISTRICT II**

**HON. ROBERTO I. ADVINCULA**

City Councilor

**HON. REYNALDO D. PALABRICA**

Acting Presiding Officer

**HON. ROGELIO M. NOLASCO**

City Councilor

**HON. REYNALDO M. FABIAN**

City Councilor

**HON. SIMPLICIO G. DOMINGUEZ**

City Councilor

**HON. HORACIO M. BRILLIANTES JR.**

City Councilor

**HON. RANDY C. FRANCISCO**

City Councilor-ABC President

**HON. PALM ANGEL S. BUNCIO**

City Councilor- SK Federation President

Attested by:

**ATTY. KHALID A. ATEGA, JR.**

Sangguniang Panlungsod Secretary

Certified by:

**HON. REYNALDO D. PALABRICA**

Acting Presiding Officer

Noted:

**HON. STRIKE B. REVILLA**

City Mayor

**CITY RESOLUTION NO. 2026-1003**

**Series of 2026**

**A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF AGREEMENT WITH BIOTEN ENERGY INC. ON BEHALF OF THE CITY GOVERNMENT OF BACOOR REGARDING THE COLLECTION OF USED COOKING OIL FROM BUSINESS ESTABLISHMENTS AND RESIDENTS OF THE CITY OF BACOOR, CAVITE.**

Sponsored by:

**Hon. Levy M. Tela**

Co-Sponsored by:

**Hon. Roberto L. Advincula, Hon. Miguel N. Bautista, Hon. Horacio M. Brillantes, Jr., Hon. Palm Angel S. Buncio, Hon. Simplicio G. Dominguez, Hon. Reynaldo M. Fabian, Hon. Randy C. Francisco, Hon. Manolo S. Galvez, Jr. Hon. Adrielito G. Gawaran, Hon. Rogelio M. Nolasco, and Hon. Ricardo F. Ugalde.**

**WHEREAS**, Bioten Energy Inc. ("Bioten") was accredited by the City Mayor on 31 March 2026 as an official collecting entity of used cooking oil in the City of Bacoor, Cavite pursuant to the relevant provisions of City Ordinance No. 447-2026 (the "Used Cooking Oil and Grease Trap Waste Disposal and Collection Regulation Ordinance of the City of Bacoor, Cavite") and its implementing rules and regulations.

**WHEREAS**, on 15 April 2026, the City Mayor, Hon. Strike B. Revilla, formally requested the Sangguniang Panlungsod to pass a resolution authorizing him to sign a Memorandum of Agreement (MOA) between the City Government and Bioten regarding the implementation of various provisions of CO 447-2025. A copy of the said draft MOA has been attached to this Resolution and shall be deemed an integral part hereof.

**WHEREAS**, the said request as well as the provisions of the proposed MOA were deliberated upon by the Sangguniang Panlungsod and was unanimously found by all the members of the said Body to be in accordance with law and the said ordinance.





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**HON. RAMDY C. FRANCISCO**  
City Councilor-ABC President  
**HON. PALM ANGEL S. BUNCIO**  
City Councilor- SK Federation President

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

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

Noted:  
**HON. STRIKE B. REVILLA**  
City Mayor



**NOW THEREFORE**, upon motion of Hon. Levy M. Tela, unanimously seconded by all the City Councilors present, **BE IT RESOLVED AS IT IS HEREBY RESOLVED** by the 6<sup>th</sup> Sangguniang Panlungsod of the City of Bacoor, Cavite in regular session duly assembled to authorize the City Mayor, Hon. Strike B. Revilla, to sign the proposed Memorandum of Agreement for and on behalf of the City Government with Bioten Energy Inc.

**RESOLVED LASTLY**, to furnish Bioten Energy Inc., the Office of the City Mayor, the City Environment Services Department, the Business Permit and Licensing Department, and other government agencies concerned with copies of this Resolution.

**APPROVED** on the 27<sup>th</sup> day of April 2026 at the City of Bacoor, Cavite.

I hereby certify that foregoing Resolution was duly approved in accordance with law.

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

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

Noted:  
  
**HON. STRIKE B. REVILLA**  
City Mayor



## MEMORANDUM OF AGREEMENT

### KNOW BY ALL THESE PRESENTS:

This Memorandum of Agreement was executed on 14th April 2026 at the City of Bacoor, Cavite by and between:

The **LOCAL GOVERNMENT OF THE CITY OF BACOOR, CAVITE**, a local government created by law with official business address at the Bacoor City Hall, Bacoor Government Center, Brgy. Bayanan, Bacoor City, Cavite, represented by its Mayor, **Honorable Strike B. Revilla** (the "City Mayor"), pursuant to City Resolution No. \_\_\_\_\_, hereinafter referred to as the "City Government"; and

**BIOTEN ENERGY INC.**, a domestic corporation duly organized and existing under Philippine law, with business address at 2/F Emradee Bldg., Verdana Village Center, Daang Hari Road, Bacoor City, Cavite, represented by its President, **Mr. Anghel Lawin M. Arboleda**, pursuant to Resolution No. \_\_\_\_\_, hereinafter referred to as "Bioten".

The aforementioned parties shall be referred to collectively as the "Parties".

### RECITALS:

- A. Bioten is engaged in the business of converting used cooking oil into biodiesel and selling the said fuel to local and international buyers.
- B. The City Government accredited Bioten as the official collector of used cooking oil (UCO) in the City of Bacoor pursuant to City Ordinance No. 447-2025 and its Implementing Rules and Regulations (IRR) effective 31 March 2026 up to 31 March 2027 (the "Accreditation Period").
- C. Section 11 of City Ordinance No. 447-2025 obligated Bioten to assist the City Government in educating the public on the provisions of the said Ordinance and its IRR and on its significance in protecting the environment and preventing flooding and adverse health reactions, provide material assistance in support of programs/projects of the City Government related to the implementation of the said ordinance or in furtherance of the latter's environmental protection mandate, among others.
- D. On 8 April 2026, Bioten committed to undertake various actions intended to support the implementation of City Ordinance No. 447-2025 during a meeting with officials of the City Government, the details of which are provided in the terms and conditions appearing hereunder.

**NOW THEREFORE, the Parties agree to do the following:**

**Section 1. OBLIGATIONS OF BIOTEN.** Bioten shall do the following in favor of the City Government:

- 1. Bioten shall, during the Accreditation Period, formulate and maintain at its own expense a public information campaign consisting of: (a) social media posts over Facebook and TikTok through a social media account to be jointly maintained by the Parties and (b) traditional mass media coverage explaining salient provisions of City Ordinance No. 447-2025, the adverse impact of the improper disposal, transportation, and collection of UCO to the environment, public health, and to flood control management in the City of Bacoor. Provided that: the details of the said public information campaign shall be subject to the prior approval of the City Mayor before any aspect thereof is launched, posted, or published.**
  
- 2. Bioten shall, during the Accreditation Period, provide unimpeded use and access to the Bioten Digital Oil Monitoring and Enforcement (BioDOME) smartphone application and website in favor of the City Government. Provided that: the ownership of the BioDOME application and website shall be retained exclusively by Bioten.**
  
- 3. Bioten shall, for thirty (30) days following the date of execution of this Agreement, provide at its own expense two (2) motor vehicles with duly licensed professional drivers, every Monday and Wednesday from 8:00 a.m. to 5:00 p.m. free of charge in favor of the City Government. Provided that: the said motor vehicles shall only be used within the City of Bacoor to transport and shall prioritize the inspection of food establishments, institutions and residences that unjustifiably refuse to comply with City Ordinance No. 447 and its IRR. Provided further that: the said motor vehicles shall only be used to transport the following**
  - a. inspectors employed by the City Government assigned to its City Environment Services Department (CESD), Business Permit and Licensing Department (BPLD), Office of the City Health Services (OCHS), Zoning and Land Development Department (ZLDD), Office of the Building Official (OBO), and the City Assessors' Office (CAO);**
  
  - b. private individuals duly deputized by the City Mayor to enforce various city ordinances; and**
  
  - c. sealed receptacles containing UCO intended for delivery to the Bioten plant situated in Dasmarinas, Cavite at the end of each business day.**

**Provided moreover that: Bioten shall equip the said motor vehicles with Global Positioning System (GPS) trackers that will enable the Parties to**

monitor the location and activities of their respective employees/agents/deputies. **Provided lastly that:** the drivers of the said motor vehicles shall be under the employ of Bioten and shall not be qualified to receive any salary, fee or incentive from the City Government and that the said motor vehicles shall be covered by a Third Party Liability insurance from a reputable motor insurance company.

4. Bioten shall, not later than 30 May 2026, **sponsor and finance the holding of various meetings with owners/managers of food establishments and institutions covered by City Ordinance No. 447-2025 in cooperation with the City Government for the purpose of explaining to the said persons the various provisions of the said ordinance, how it will impact their business/institution, the duties and responsibilities of Bioten as the accredited collecting entity of UCO in the City of Bacoor, and how Bioten and the City Government can partner with the private sector in bringing about a flood-free and environmentally protective City. Provided that:** the planning and organizing of the said meetings shall be done by Bioten in close coordination with the BPLD, the CESD, and the OCHS subject to the final approval of the Mayor of the City Government.

5. Assist in the formulation of the template of the **Notice of Violation and the Ordinance Violation Receipt** in relation to the enforcement of City Ordinance No. 447-2025 and its IRR to be submitted for review by Bioten to the BPLD, OCHS, and CESD not later than 22 April 2026.

6. Incentivize homeowners associations (HOAs) and barangays who shall agree to deliver UCO collected by them to the Bioten plant in Dasmariñas, Cavite by paying them **P3.00 for every liter of unadulterated UCO actually delivered to the said location. Provided that:** the said incentive program shall be tentatively named as the **Bioten Rewards Program**.

7. Draft a **Memorandum of Agreement between Bioten, HOAs, and barangays** regarding their participation in the Bioten Rewards Program, the template of which shall be submitted for review by the City Administrator of the City Government subject to final approval by the City Mayor not later than 22 April 2026; and

8. Submit the template of the **Certificate of UCO Collection** to be distributed by Bioten to homeowners associations, business establishments and institutions covered by City Ordinance No. 447-2025 who complied with the provisions of the said local legislation for approval of the BPLD, CESD, OCHS, and the Office of the City Administrator not later than 22 April 2026.

**Section 2. OBLIGATIONS OF THE CITY GOVERNMENT.** The City Government obliges to do the following in favor of Bioten:

1. Provide Bioten free access to relevant data and City Government personnel necessary for the formulation of the public information campaign provided in Section 1 (1.1) of this Agreement upon request of Bioten.

2. Refrain from publishing, disclosing, selling, or sharing any code, information, data, or trade secret obtained by it or by its officials and employees while using or accessing the BioDOME smartphone application and website in relation to Section 1 (1.2) of this Agreement without the express written approval of Bioten.

3. Refrain from requiring the drivers of the motor vehicles to be provided by Bioten to the City Government pursuant to Section 1 (1.3) of this Agreement to do any act not covered by the terms and conditions of this Agreement such as, but not limited to, performing menial labor, doing errands in favor of the employees, deputies or officials of the City Government, picking up or transporting employees, officials, or deputies of the City Government to their places of residence or to any other place outside of the City of Bacoor, keeping the engine of the said motor vehicles running while waiting for the employees, officials, and employees of the City Government in violation of the fuel conservation policy of Bioten, and/or committing any other act that violates any law or city ordinance or any company policy of Bioten.

4. Require Bioten to add or include venues, activities, advertising materials, talents, peripherals, food items and other things in the various meetings it will sponsor and finance in relation to Section 1 (1.4) of this Agreement that exceeds the budget set aside by Bioten for the said meetings.

5. Provide legal assistance to the officers of HOA's and officials of the barangays that will agree to be a part of the Bioten Rewards Program by facilitating the legal review, printing, signing, and notarization of the Memoranda of Agreement between Bioten and the said HOAs; and

6. Give Bioten free use of facilities, audio-visual equipment, tables and chairs owned and/or operated by the City Government for the various events/meetings related to the enforcement of City Ordinance No. 447-2025 and its IRR including the meetings mentioned in Section 1 (1.4) upon written request of Bioten.

**Section 3. AMENDMENTS AND MODIFICATIONS.** The Parties agree that this Agreement will not be subject to change or modification except through a legal instrument executed in writing by the Parties.

3.1. **No Waiver.** The waiver by any Party of any provision of this Agreement will not operate or be construed as a waiver of any other provision or as a waiver of the same provision on any other occasion. Any such waiver shall be valid only if set forth in an instrument in writing executed by the Party to be bound thereby. The failure of any Party to assert any of its rights hereunder shall not constitute a waiver of any such rights.

3.2. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Neither Party may assign either this Agreement or any of its rights, interests or obligations hereunder without the prior written approval of the other Party.

**3.3. Governing Law/Dispute Resolution.** This Agreement shall be governed by and construed in accordance with the laws of the Republic of the Philippines. Any dispute, controversy or claim arising out of or relating to this Agreement, including the existence, validity, invalidity, breach or termination thereof, or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the Philippine Dispute Resolution Centre Inc. ("PDRCI") in accordance with the arbitration rules of the PDRCI for the time being in force (the "PDRCI Rules"), which rules are deemed to be incorporated by reference in this Section. The tribunal shall consist of three (3) arbitrators, two (2) of whom shall be nominated by the respective parties in accordance with the PDRCI Rules and the third, who shall be the Chairman of the tribunal, shall be nominated by the two nominated arbitrators within thirty (30) days of the last of their appointments. The seat, or legal place, of arbitration shall be Makati City, Philippines. The language to be used in the arbitral proceedings shall be English only. Judgment on any award may be entered in any court having jurisdiction thereover. The arbitral award shall be final and binding on the parties to the arbitration. The parties to the arbitration agree to be bound by and to act in accordance with the arbitral award. Unless otherwise specified in the arbitral award, the costs and expenses of the arbitration (including witness fees and reasonable legal expenses) shall be borne by the losing Party.

**3.4. Severability.** The Parties acknowledge that in certain instances a provision of this Agreement may not be enforceable or that its enforceability may be limited by applicable law. Nevertheless, the Parties agree that they intend to be bound by the terms of this Agreement and, if any provision is held to be unenforceable or its enforceability is limited, the Parties agree to use their reasonable efforts to implement an alternative enforceable mechanism that would effect, as closely as possible, the intent of the Parties as reflected in or provided by the unenforceable provision, subject to applicable law (and, for the avoidance of doubt, nothing shall affect the validity of the remaining provisions of this Agreement which shall remain in full force and effect).

**3.5. Notices.** All notices and other communications hereunder shall be in writing and shall be deemed duly given (a) on the date of delivery if delivered personally or (b) on the third (3rd) Business Day following the date of dispatch if delivered by a nationally recognized next-day courier service, in each case (a) and (b), if also given by electronic mail, or (c) if given by electronic mail, when such electronic mail is transmitted to the e-mail address specified below (or in accordance with the latest unrevoked written direction from the receiving Party) and the appropriate confirmation is received via telephone or e-mail. Each Party shall act in good faith in confirming receipt of any such electronic mail transmissions. All notices hereunder shall be delivered as set forth below, or pursuant to such other instructions as may be designated in writing by the Party to receive such notice, and for the avoidance of doubt, a copy of all notices and other communications delivered to a party hereunder must be delivered by electronic mail:

If to Bioten, to:

[bio:enenergy1010@gmail.com](mailto:bio:enenergy1010@gmail.com)

Attention: Mr. Anghel Lawin Arboleda

If to the City Government, to:

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Attention: \_\_\_\_\_

IN WITNESS WHEREOF, the Parties have duly executed this Agreement at the place and on the day and year first written above.

For the City Government:

HON. STRIKE B. REVILLA  
City Mayor

For Biolan Energy:

MR. ANGHEL LAWIN M. ARBOLEDA  
President

Signed in our presence:

\_\_\_\_\_  
Republic of the Philippines )  
Bacoor City, Cavite ) S.S

**ACKNOWLEDGMENT**

BEFORE ME, personally appeared:

Name	Valid Government ID	Expiration Date/Place of Issuance
Strike B. Revilla		
Anghel Lawin M. Arboleda		

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

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

Notary Public

Doc. No. \_\_\_\_\_;  
Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_;  
Series of 2026.