



Republic of the Philippines
Province of Cavite
CITY OF BACOR

Office of the Sangguniang Panlungsod



CGBCR-SPBac-03-F01.08
03/09/2026



DISTRICT I

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

City Councilor

HON. ROGELIO M. NOLASCO

City Councilor

HON. REYNALDO M. FABIAN

City Councilor

HON. SIMPLICIO G. DOMINGUEZ

City Councilor

HON. HORACIO M. BRILLANTES 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. MAVERNA BAUTISTA-MENDIOLA
City Vice Mayor/Presiding Officer

CITY RESOLUTION NO. 2026-1051

Series of 2026

A RESOLUTION AUTHORIZING THE CITY MAYOR, HONORABLE STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF AGREEMENT FOR AND ON BEHALF OF THE CITY OF BACOR, CAVITE WITH SPIDTREX HOLDINGS CORPORATION REGARDING THE ESTABLISHMENT OF A FRAMEWORK FOR THE PHASED SOLAR ENERGY PARTNERSHIP BETWEEN THE SAID COMPANY AND THE CITY GOVERNMENT.

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. Catherine Sarino-Evaristo, Hon. Reynaldo M. Fabian, Hon. Randy C. Francisco, Hon. Manolo S. Galvez, Hon. Adrielito G. Gawaran, Hon. Rogelio M. Nolasco, Hon. Reynaldo D. Palabrica, Hon. Levy M. Tela, and Hon. Ricardo F. Ugalde.

WHEREAS, on 25 June 2026, the City Mayor, Honorable 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 Spidtrex Holdings Corporation (Spidtrex) regarding the establishment of a "phased solar energy partnership intended to reduce electricity costs of City (Government) facilities, promote the use of renewable energy, maximize the productive use of suitable government assets, and encourage private sector participation in sustainable energy initiatives" between Spidtrex and the City Government "without requiring any upfront capital expenditure on the part of the City Government". A copy of the said MOA was submitted by the Office of the City Mayor to the Sangguniang Panlungsod for its review and consideration. A copy of the said draft Memorandum of Agreement is attached hereto as **Annex "A"** and is deemed an integral part hereof.

WHEREAS, a review of the provisions of the said MOA revealed that the establishment of the said phased solar energy partnership between the City Government and Spidtrex on buildings and facilities owned by the former will not entail the appropriation of government funds and that subsequent stages of the said partnership requiring bidding will not proceed unless there has been strict compliance with pertinent laws and regulations of the Republic of the Philippines.





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Attested by:

ATTY. KHALID A. ATEGA, JR.
Sangguniang Panlungsod Secretary

Certified by:

HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor/Presiding Officer

WHEREAS, Section 8 (b) (vi) of Republic Act No. 10160 (the "Charter of the City of Bacoor, Cavite") empowered the City Mayor to represent the City in all its business transactions and sign on its behalf all bonds, contracts and obligations, and such other documents upon the authority of the Sangguniang Panlungsod or pursuant to law or ordinance.

NOW THEREFORE, upon motion of Honorable Reynaldo D. Palabrica, unanimously seconded by the rest of the Body, **BE IT RESOLVED AS IT IS HEREBY RESOLVED** by the 6th Sangguniang Panlungsod of the City of Bacoor, Cavite in regular session duly assembled to authorize the City Mayor, Honorable Strike B. Revilla, to sign a Memorandum of Agreement between the City Government and Spidtrex Holdings Corporation regarding the establishment of a phased solar energy partnership between the said company and the City Government.

RESOLVED LASTLY, to furnish the Office of the City Mayor, Spidtrex Holdings Corporation, and various government agencies concerned with copies of this Resolution.

APPROVED on the 29th day of June 2026 at the City of Bacoor, Cavite.

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

Certified:

HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor/Presiding Officer

Attested:

ATTY. KHALID A. ATEGA JR.
Sangguniang Panlungsod Secretary



MEMORANDUM OF AGREEMENT Annex "A"
Local-Government Solar Energy-Services & Space-Lease Framework
City of Bacoor & Spidtrex Holding Corp.

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement (this "Agreement") is made and entered into by and between:

CITY GOVERNMENT OF BACOR, a local government unit organized under the laws of the Republic of the Philippines, with principal office at Bacoor City, Province of Cavite, represented herein by its City Mayor, **HON. STRIKE B. REVILLA** (the "City"); and

SPIDTREX HOLDINGS CORP., a corporation presently in the process of organization under Philippine law, for itself and/or through any of its subsidiaries or affiliates as it may designate (the "Company"); each a "Party" and collectively the "Parties."

-Recitals-

WHEREAS, the City seeks to reduce the cost of electricity for its facilities, to advance renewable energy, and to generate value from its underused assets, at no capital cost to the City;

WHEREAS, the Company possesses the technical and financial capacity to develop, finance, install, own, operate and maintain solar energy facilities;

WHEREAS, the Parties intend to implement this partnership through local-government-level instruments, namely: energy-services and solar-supply contracts and leases, with the City as host-offtaker and lessor, as may be authorized and implemented at the local level;

WHEREAS, the Parties commit to full transparency, to authorization by the Sangguniang Panlungsod, and to the audit jurisdiction of the Commission on Audit; and

WHEREAS, this Agreement is a framework only, each undertaking to be effected through its own lawful and duly-authorized definitive instrument;

NOW, THEREFORE, for and in consideration of the foregoing, the Parties agree as follows:

1. Purpose. To establish a framework for a phased solar energy partnership upon suitable City assets, at no upfront cost to the City, implemented through local-government-level energy-services, solar-supply, and lease instruments duly authorized by the Sangguniang Panlungsod. The Parties do not seek, and this Agreement does not contemplate, any national government financial support, guarantee, or undertaking, the arrangement being intended to remain a matter for local authorization and Commission on Audit oversight.

2. Structure and Sequencing. The Parties shall pursue the program by asset class, leading with the routes that may be authorized and implemented most expeditiously at the local level: (a) City-building rooftops, an energy-services / solar-supply contract together with a roof or space lease, with the City as host-offtaker and lessor, authorized under applicable local-government rules [Phase 1]; (b) City-owned open spaces, a space lease for solar canopies over open-air parking and City-owned walkways and road islands, by the same local route, any segment within national-road right-of-way being excluded and referred to the Department of Public Works and Highways [Phase 1]; and (c) idle City land for ground-mounted solar, which the Parties acknowledge requires competitive selection (public bidding or Swiss challenge) and Sangguniang Panlungsod approval, and which is accordingly deferred to a later phase so as not to delay Phases (a) and (b) [Phase 2].

3. Excess Generation and Third-Party Supply. The Company may supply excess solar generation to qualified third parties through the distribution grid. Where City assets are utilized in generating such excess, the City shall receive a lease fee and/or a revenue share reflecting the commercial use of its assets, the same to be stated in the definitive instruments, authorized by the Sangguniang Panlungsod, and subject to the audit of the Commission on Audit. For the avoidance of doubt, the Parties shall neither conceal nor understate the commercial use of City assets; transparency and fair compensation to the City are conditions of this Agreement.

4. Asset Disclosure. Within thirty (30) days of signing, the City shall furnish the Company with the information set out in Annex "A" for each candidate asset, for the Parties' technical and legal assessment and for the proper sizing and structuring of each undertaking.

5. Obligations of the City. (a) To identify and make available suitable City assets and the information in Annex "A"; (b) to facilitate permitting and coordination among City offices; (c) to endorse the necessary measures to the Sangguniang Panlungsod; and (d) to designate representatives to the Joint Technical Working Group.

6. Obligations of the Company. (a) To provide all capital, design, equipment, installation, operation and maintenance, and financing; (b) to comply with all permits, regulations, licensing, and safety standards, including the licenses requisite to supply or wheel power; (c) to hold the City free and harmless from project costs and liabilities; and (d) to deal transparently and to support the City's disclosure and audit obligations.

7. Commercial Principles. City facilities shall be supplied at rates below the prevailing distribution-utility rate; any wheeling to qualified third parties within the Meralco franchise shall be maintained below Two Pesos (P2.00) per kilowatt-hour; no capital outlay shall be required of the City; and the City shall be fairly compensated for any commercial use of its assets.

8. Governance, Transparency and Audit. This Agreement and every definitive instrument hereunder shall be authorized by the Sangguniang Panlungsod and shall be subject to the audit jurisdiction of the Commission on Audit and to applicable transparency and disclosure laws. Any confidentiality undertaking shall be limited strictly to genuine proprietary or technical information and shall in no case extend to the existence, terms, or consideration of the public arrangement, which shall be disclosed as required by law.

9. Joint Technical Working Group. The Parties shall constitute a Joint Technical Working Group to assess assets, match each to its lawful route, and prepare the corresponding definitive agreements for the Parties' and the Sangguniang Panlungsod's consideration.

10. Definitive Agreements; Non-Exclusivity. This Agreement is a framework only and is non-exclusive. Each undertaking shall be implemented through its own definitive agreement, executed only upon completion of the applicable lawful process and the requisite local authorizations.

11. Term and Effectivity. This Agreement shall take effect upon signing and upon authorization by the Sangguniang Panlungsod, and shall remain in force for ____ () years unless sooner terminated, subject to renewal upon mutual written agreement.

12. Reservation and Miscellaneous. Nothing herein shall oblige the City to award, convey, or lease any asset except through the lawful, authorized process, nor the Company to proceed with any undertaking it deems unviable. Amendments shall be in writing and duly authorized. This Agreement shall be governed by Philippine law; disputes shall be resolved amicably and, failing that, before the proper courts of the Province of Cavite; the invalidity of any provision shall not affect the remainder.

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date and at the place first above written.

CITY GOVERNMENT OF BACOOR

SPIDTREX HOLDING CORP.

By:

By:

HON. STRIKE B. REVILLA

City Mayor

President/Chairman/CEO

Note: Subject to authorization by the Sangguniang Panlungsod and review by the City Legal Office.

ANNEX "A" — Schedule of Required Asset Information

For each candidate asset (building, open space, or land), the City shall furnish:

- **Proof of ownership and tenure** — Transfer Certificate of Title and/or Tax Declaration, and any encumbrances or existing uses.
- **Classification and zoning** — land or building classification, and current zoning/land-use status.
- **Plans** — site development plan and, for buildings, floor and roof plans (with roof area, orientation, and structural condition).
- **Electrical details** — single-line diagram, connected load (kW/kVA), service entrance and metering details, and the Meralco account reference.
- **Consumption** — the trailing twelve (12) months of electricity consumption (kWh) and demand (kW), or copies of the bills/ledger.
- **Site information** — area available, access, shading, and any constraints (heritage, easements, right-of-way, national-road adjacency).

This information is required for technical assessment, proper system sizing, and the lawful structuring and authorization of each undertaking.