



## SANGGUNIANG BAYAN

EXCERPT FROM THE MINUTES OF THE 34<sup>th</sup> REGULAR SESSION OF THE SANGGUNIANG BAYAN OF MONCADA, TARLAC HELD ON THE 24<sup>th</sup> DAY OF SEPTEMBER 2018 AT THE LEGISLATIVE BUILDING SB SESSION HALL.

**PRESENT:**

HON. JAIME O. DUQUE	.. VICE MAYOR/PRESIDING OFFICER
HON. RODOLFO A. ESPEJO	.. PRO - TEMPORE
HON. ALBERTO C. MARZAN, JR.	.. MEMBER
HON. EDWARD V. TOLENTINO	.. MEMBER
HON. JANIUS M. YASAY	.. MEMBER
HON. THELMAFLOR A. ESPEJO	.. MEMBER
HON. RUBEN V. GAMBOA, JR	.. MEMBER
HON. GEORGE MICHAEL P. AGUILAR	.. MEMBER
HON. CLEOFÉ D. FAVIS	.. MEMBER
HON. GEORGE R. CUCHAPIN	.. LnB PRESIDENT
HON. EZEKIEL C. RIVERA	.. SK PRESIDENT

**ABSENT:**

NONE

**RESOLUTION NO. 71**  
*Series of 2018*

Sponsored by: Coun. Alberto C. Marzan, Jr., MD  
*Chairperson, Committee on Health, Social Services and Environmental Protection*

**RESOLUTION AUTHORIZING THE MUNICIPAL GOVERNMENT OF MONCADA, THROUGH THE HONORABLE MAYOR ESTELITA M. AQUINO, TO ENTER INTO A MEMORANDUM OF UNDERTAKING (MOU) WITH THE ENVIROKONSULT EQUIPMENT AND SERVICES INCORPORATED FOR A FEASIBILITY STUDY ON SEPTAGE MANAGEMENT PROGRAM**

WHEREAS, presented for consideration by this Body is a proposed Memorandum of Undertaking (MOU) between the Municipal Government of Moncada, Tarlac and the Envirokonsult Equipment and Services Incorporated for the conduct of Feasibility Study on a proposed Septage Management Program for the Municipality;

WHEREAS, every Local Government Unit is mandated by virtue of Republic Act No. 9275 ("The Philippine Clean Water Act of 2004") to protect, preserve and revive the quality of the country's fresh, brackish and marine waters as an economic growth policy of the State;

WHEREAS, to ensure compliance with the Government's mandate, the Municipal Government of Moncada seeks to undertake the implementation of a Septage Management Program that includes the provision for septage collection, treatment and disposal services;

WHEREAS, in connection with the foregoing proposal, Envirokonsult Equipment and Services Inc. wishes to formally conduct a Feasibility Study for the purpose of submitting an Unsolicited Proposal under a Joint Venture (JV) arrangement between government and private entities pursuant to 2013 NEDA Joint Venture Guidelines;



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WHEREAS, under the MOU, the Municipal Government shall provide data and other documents pertinent to the conduct of technical and financial studies and evaluation, in the concept of exercise of due diligence;

WHEREAS, Envirokonsult Equipment and Services Inc. shall undertake at no cost to the government, the necessary technical, economic and financial studies and evaluation that may be necessary to arrive at the best development proposal for the project;

NOW, THEREFORE, on motion by Coun. Alberto C. Marzan Jr., duly seconded;

RESOLVED, AS IT IS HEREBY RESOLVED, TO AUTHORIZE THE MUNICIPAL GOVERNMENT OF MONCADA, THROUGH THE HONORABLE MAYOR ESTELITA M. AQUINO, TO ENTER INTO A MEMORANDUM OF UNDERTAKING (MOU) WITH THE ENVIROKONSULT EQUIPMENT AND SERVICES INCORPORATED FOR A FEASIBILITY STUDY ON SEPTAGE MANAGEMENT PROGRAM;

RESOLVED FURTHER, that copies of this Resolution be furnished all concerned parties for their information and guidance;

CARRIED.

I HEREBY CERTIFY to the correctness of the foregoing Resolution

**VICTOR SANDINO S. MOLINA, MSN, MPA**  
Secretary to the Sanggunian

ATTESTED:

**HON. JAIME O. DUQUE**  
Vice-Mayor & Presiding Officer



*Folder please To SB*



Cerified ISO 14001 and 9001

**ENVIROKONSULT** Equipment and Services, Inc. [www.envirokonsult.com](http://www.envirokonsult.com)

Executive Offices: Konsult Haus 9030 FERIA Road, Pook dela Paz, Old Balara, Quezon City 1119 PHILIPPINES  
Project Management Offices: FT San Luis Ave., Brgy Puyay, Bay 4033 Laguna | Babag II Road, Brgy. San Miguel, Cordova 6017 Cebu  
Telephone (632) 952-4122 | Telefax (632) 952-2991

August 2 2018

**HONORABLE ESTELITA M. AQUINO**  
Municipal Mayor  
Moncada, Tarlac

**Subject : Letter of Intent**

Dear Mayor Aquino,

**Envirokonsult Equipment and Services, Inc. (EK)** would like to express its interest to offer its expertise and services for the **Septage Management Program** of Municipality of MONCADA Province of Tarlac.

In view of this, we would like to formalize our expression of interest by entering into a Memorandum of Understanding (MOU) with the Municipality of Moncada Tarlac to **conduct a due diligence to come up with a Pre-Feasibility Study (PFS) for the above undertaking.**

The cost of the study shall be borne by EK. PFS shall start upon approval of MOU and submission of checklist of data (see attached), and would be completed in a month time.

The pre-feasibility study will lead to our submission of an **UNSOLICITED PROPOSAL (UP)** to enter into a **JOINT VENTURE** arrangement pursuant to 2013 National Economic Development Authority (NEDA) JV Guidelines.

Attached for your appreciation is the **Memorandum of Undertaking (MOU)** for the conduct of a due diligence.

Very truly yours,

Very truly yours,

**ARTHUR V. GEDANG**

Operations Manager

ENVIROKONSULT EQUIPMENT & SERVICES INC.

*Received:*

*9/17/2018 11am*

*SB OFFICE*

*MM*

## MEMORANDUM OF UNDERSTANDING

### KNOW ALL MEN BY THESE PRESENTS:

This **Memorandum of Understanding** ("MOU") is made and entered into this \_\_\_\_\_ of \_\_\_\_\_ 2018 by and between:

**Municipality of Moncada**, a local government unit in the province of Tarlac , with current address at Moncada Town Hall, McArthur Highway, Poblacion I, Moncada, Tarlac 2308 herein represented by the Municipal Mayor, **HONORABLE ESTELITA M. AQUINO**, duly authorized by virtue of Municipal Ordinance No. \_\_\_\_, series of 201\_, hereinafter referred to as "**FIRST PARTY**"

and

**ENVIROKONSULT EQUIPMENT AND SERVICES, INC.**, a private corporation duly organized and existing under and by virtue of the laws of the Security and Exchange Commission (SEC), with business address at Konsult Haus 9030 Feria St., Pook La Paz, Old Balara, Quezon City represented by its CEO, **ANTHONY V. GEDANG** duly authorized by virtue of Board Resolution No. \_\_\_\_, series of 2018, hereinafter referred to as "**SECOND PARTY**":

### WITNESSETH:

**WHEREAS**, the **FIRST PARTY** is mandated in accordance with Republic Act No. 9275 ("*The Philippine Clean Water Act of 2004*") to protect, preserve and revive the quality of the country's fresh, brackish and marine waters as an economic growth policy of the States;

**WHEREAS**, to ensure the compliance of the Government's mandate as mentioned, the **FIRST PARTY** seeks to undertake the implementation of a **Septage Management System** that includes provision for septage collection, treatment and disposal services ("the Project");

**WHEREAS**, the **SECOND PARTY** recognizes the significance of the attainment of the **FIRST PARTY**'s programs on septage management that complies with other government agencies' implementing rules and regulations through the planned construction of a Septage Treatment Facility and incidental requirements as defined by the Project, an undertaking that will service and greatly benefit the residents of the Municipality of MONCADA, TARLAC and nearby municipalities;

**WHEREAS**, the **SECOND PARTY** wishes to formally **conduct a due diligence on the Project** to come up with a **Pre-Feasibility Study** for the purpose of submitting an **Unsolicited Proposal** under a **Joint Venture** arrangement between government and private entities pursuant to 2013 NEDA Joint Venture Guidelines;

**WHEREAS**, the project fosters sustainable development through health and efficient septage management, employing latest technology so that the treated sludge or wastewater shall comply with the **DENR Class C Standard on effluent** prior to discharge to bodies of water;

**NOW, THEREFORE**, in view of the foregoing premises and the mutual covenants hereinafter set forth, the **FIRST PARTY** and **SECOND PARTY** have agreed as follows:

## **1. PROJECT**

The Project refers to the provision of a **Pre-Feasibility Study** for the purpose of submitting an **Unsolicited Proposal** for a Septage Management Program that includes the provision of a **Septage Treatment Plant** including the supply of vacuum trucks to desludge, transport, treat and eventually, the disposal of sludge to designated area or discharge of treated wastewater or sludge coming from residential and commercial establishments to nearby bodies of water.

## **2. UNDERTAKINGS OF THE PARTIES**

**FIRST PARTY** shall:

Provide **SECOND PARTY** with data and other documents pertinent to the conduct of technical and financial studies and evaluation, in the concept of exercise of due diligence;

Provide **SECOND PARTY** with access, support and assistance in connection with the immediately preceding paragraph; and

The **FIRST PARTY** reserves the right to accept or reject the said unsolicited proposal.

**SECOND PARTY** shall:

Undertake at its own expense (and at no cost to the Philippine Government or any of its agencies) the necessary technical, economic and financial studies and evaluation that may be necessary for the **SECOND PARTY** to arrive at the best development proposal for the Project;

Complete the necessary technical and engineering, procurement and construction schedule, and the most competitive financing proposal for the Project, and participate in the bidding and implementation of the Project on the basis of the studies and evaluation above, if it is viable to do so;

That the **SECOND PARTY** shall complete the above-mentioned undertakings within a period of 1 month reckoned from the signing date of this MOU; and

The **SECOND PARTY** shall strictly observe confidentiality and shall not publish, or procure or solicit the publication or any document, statement, or communication that may be provided or furnished by the **FIRST PARTY**, without their prior consent, which consent shall not be reasonably withheld.

### 3. MISCELLANEOUS PROVISIONS

The **SECOND PARTY** shall hold the FIRST PARTY free and harmless from any and all cost, suits and liabilities arising out of or in connection with the preparation, submission and processing of **SECOND PARTY's** undertakings as well as any act in the implementation of this MOU.

### 4. GOVERNING LAW

The understanding herein entered into shall be governed and construed in accordance with the laws of the Republic of the Philippines. Any dispute and/or disagreement as to the interpretation and application of any of the provisions herein shall be, resolved by the applicable court of law in the **Municipality of MONCADA Province of TARLAC**, Philippines to the exclusion of any other venue.

### 5. EFFECTIVITY

This MOU shall take effect immediately.

IN VIEW WHEREOF, the Parties hereto have set their hands on the date and place first above written.

**MUNICIPALITY OF MONCADA  
TARLAC**  
By:

**ENVIROKONSULT EQUIPMENT AND  
SERVICES, INC.**  
By:

**HON. ESTELITA M. AQUINO**  
Municipal Mayor

**ANTHONY V. GEDANG**  
President and CEO

**SIGNED IN THE PRESENCE OF:**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

**ACKNOWLEDGEMENT**

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

BEFORE ME, a Notary Public for and in Quezon City, Metro Manila, this  
\_\_\_\_\_ day of \_\_\_\_\_, 2018, personally appeared the  
following:

**ESTELITA M. AQUINO**

Valid ID No. \_\_\_\_\_  
Issued on: \_\_\_\_\_  
Issued at: \_\_\_\_\_

**ANTHONY V. GEDANG**

Valid ID No. \_\_\_\_\_  
Issued on: \_\_\_\_\_  
Issued at: \_\_\_\_\_

All known to me and to me known to be the same persons who executed the foregoing instruments consisting of four (4) pages including this page where the acknowledgment appears, signed by the parties and their instrumental witnesses on this page and on the left-hand margin of each and every page thereof and they acknowledge to me that the same is their free and voluntary act and deed as well as the corporations they represent.

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

NOTARY PUBLIC

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Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of 2017

CHECKLIST SURVEY FOR SEPTAGE MANAGEMENT PROGRAM

NAME OF WATER DISTRICT / LOCAL GOVERNMENT UNIT	MUNICIPALITY OF MONCADA TARLAC
ANNUAL BUDGET	c/o lgu
TOTAL POPULATION	c/o lgu
TOTAL NUMBER OF HOUSEHOLDS	c/o lgu
TOTAL NUMBER OF COMMERCIAL ESTABLISHMENTS	c/o gu
NUMBER OF WATER SERVICE CONNECTIONS	TOTAL, RESIDENTIAL, COMMERCIAL, GOVERNMENT c/o water district
LWUA-APPROVED WATER RATES PER CATEGORY	RESIDENTIAL , COMMERCIAL A-B-C c/o water district
AVERAGE WATER CONSUMPTION PER CATEGORY	RESIDENTIAL, COMMERCIAL A-B-C c/o water district
SOURCES OF WATER (river, spring, deep-well, bulk water)	
OTHER METHODS OF WATER SERVICE	
MONTHLY DATA SHEETS	Last 3 month c/o water district

SANITARY PRACTICES		
1. SOLID WASTE MANAGEMENT – c/o lgu		
Own Solid Waste Collection & Hauling	Service Contractor	Method of Disposal of Municipal Solid Waste
2. SEWAGE / WASTEWATER MANAGEMENT c/o lgu		
/ Septic Tank	Wastewater Treatment System for Commercial Establishments	Percentage of Septic Tank Use by Households
INSTITUTIONAL (Check if office / program is present)		
( ) MENRO	( ) MEO (Engineering)	( ) MHO / MSI / Bgry HW
IMPLEMENTATION OF RELEVANT LAWS (Check if being implemented by concerned office)		
Phil. Clean Water Act	Ecological Solid Waste Mgt Act	Sanitation Code of the Phils
Building Code of the Phils		