



REPUBLIC OF THE PHILIPPINES
PROVINCE OF PAMPANGA
MUNICIPALITY OF BACOLOR
OFFICE OF THE SANGGUNIANG BAYAN
Fax & Tel. No.: (045) 6524818

EXCERPTS FROM THE MINUTES OF THE REGULAR SESSION OF THE SANGGUNIANG BAYAN OF BACOLOR, HELD ON DECEMBER 2, 2021 AT BEST WESTERN PLUS HOTEL, SUBIC BAY FREEPORT ZONE, ZAMBALES

PRESENT:

Hon. Wilfredo H. Balingit	Presiding Officer/Municipal Vice-Mayor
Hon. Ron Earvin E. Dungca	Sangguniang Bayan Member/Pro Tempore
Hon. Emily Batac-Valerio	Sangguniang Bayan Member
Hon. Joel D. Samia	Sangguniang Bayan Member
Hon. Ariel C. Sta. Cruz	Sangguniang Bayan Member
Hon. Ener C. Lampa	Sangguniang Bayan Member
Hon. Nilo M. Caballa	Sangguniang Bayan Member
Hon. Voltaire J. San Pedro	Sangguniang Bayan Member

ABSENT:

Hon. Lucky Ferdinand V. Labung	Sangguniang Bayan Member
Hon. Jo Derek P. Hizon	LnB President/Ex Officio Member
Hon. Danlohp D. Danganan	PPSK President/Ex Officio Member

Resolution No. 152, S-2021

A RESOLUTION AUTHORIZING HON. EDUARDO G. DATU, MUNICIPAL MAYOR, FOR AND IN BEHALF OF THE MUNICIPALITY OF BACOLOR, TO ENTER INTO A MEMORANDUM OF AGREEMENT (MOA) WITH SOLIMAN E.C SEPTIC TANK DISPOSAL, REPRESENTED BY ITS PRESIDENT, MR. EPITACIO C. SOLIMAN, A DULY-LICENSED WASTE TRANSPORTER, WITHIN FIFTEEN (15) YEARS OF RELEVANT BUSINESS REPUTATION, AND TREATER WITH SEWAGE TREATMENT PLAN (STP) WITHIN THE PROVINCE OF PAMPANGA OR REGION III, TO PROVIDE SIPHONING, HAULING, DESLUDGING, COLLECTION, TREATMENT, STORAGE, DISPOSAL AND TRANSPORTING OF HAZARDOUS WASTE, AMONG OTHERS, OF ALL COMMERCIAL AND INSTITUTIONAL ESTABLISHMENTS WITHIN THE MUNICIPALITY OF BACOLOR, PAMPANGA

WHEREAS, the Local Government Unit shall share with the national government the responsibility in the management and maintenance of ecological balance within their territorial jurisdiction, subject to the provisions of Republic Act No. 7160, otherwise known as the "Local Government Code of 1991", and other national policies;

WHEREAS, the Municipal Mayor requested the Sangguniang Bayan thru his letter dated November 25, 2021 as requested by MDRRMO/MENRO designate Mr. Rio S. Villafania, to authorize the Municipal Mayor, for and in behalf of the Municipality of Bacolor, Pampanga, to enter into a Memorandum of Agreement (MOA) with Soliman E.C Septic Tank Disposal, represented by its President, Mr. Epitacio C. Soliman, a duly-licensed waste transporter, within fifteen (15) years of relevant business reputation, and treater with Sewage Treatment Plan (STP) within the Province of Pampanga or Region III, to provide siphoning, hauling, desludging, collection, treatment, storage, disposal and transporting of Hazardous Waste, among others, of all commercial and institutional establishments within the Municipality of Bacolor, Pampanga;

WHEREAS, the Memorandum of Agreement (MOA) entered with Soliman E.C Septic Tank Disposal has no provision of exclusivity, hence, it is renewable yearly;

WHEREAS, the broad spectrum of environment and the enhancement of ecology have become a matter of vital concern to the National Government, hence, the Municipal Government of Bacolor, Pampanga commits to improve or enhance health, environment and the economic conditions in the municipality as well as to necessitate the enactment and implementation of environmental protection and management law;

WHEREAS, in conformance with the DILG Memorandum Circular 2019-62 that only DENR and/or DOH accredited private entities complete with permits shall be allowed to provide septage collection and transport services. Collected septage shall only be disposed and treated in a DENR and/or DOH accredited disposal/ treatment facility with pertinent permits;



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WHEREAS, under the Memorandum of Agreement (MOA) the following are the obligations of both parties (FIRST PARTY - LGU-Bacolor, SECOND PARTY - SOLIMAN E.C SEPTIC TANK DISPOSAL):

1. ACCREDITATION AS WASTE TRANSPORTER AND GREATER

With the accreditation issued by the pertinent government agencies, the FIRST PARTY hereby acknowledges the SECOND PARTY as a duly-licensed waste transporter, with fifteen (15) years of relevant business reputation, and Greater with a Sewage Treatment Plant (STP) within the province of Pampanga or Region III. In addition, the FIEST PARTY engages the services of the SECOND PARTY to provide for the siphoning, hauling, desludging, collection, treatment, storage, disposal and transporting of Hazardous Waste, among others, of all commercial and institutional establishments within the Municipality of Bacolor, Pampanga.

2. DESLUDING PROCEDURES

The collection of hazardous waste shall be done in conformance with the regulations prescribed under the Ordinance, which shall be at least once every two (2) years or if the septic tank is fully filled with sludge for commercial and institutional establishments, with their duly authorized representative who shall sign the Manifest Form and other documents as required by law.

Preferably, collection shall be done when traffic is light in the area. All collection vehicles shall have traffic comes or an early warning device for safety purposes. Traffic comes shall be placed behind and in front of the vehicle during operation.

It is the responsibility of the SECOND PARTY to check the safety equipment daily before proceeding to a collection site. After the desludging operation, the operator must clean and disinfect any spills with a bleach solution or any effective disinfectant on the spillage.

Desludging workers must wear appropriate personal protective equipment, including rubber gloves, rubber boots, a face mask and eye protection. After pumping, operators must follow cleanliness and safety protocols. No employee should enter a septic tank without proper safety equipment, including a rope for retrieval in case the worker becomes unconscious.

3. TRANSFER OF SEPTAGE TO THE TREATMENT FACILITY

The employees of the SECOND PARTY are responsible for the safe operation of the vehicle and equipment at all times. Traffic rules must be followed at all times. All accidents and citations shall be reviewed and investigated by management to ensure adequately trained and competent drivers are employed for sludge and septage transportation. The collection vehicle used for the transport of septage and domestic sludge shall have a leak- proof body and lock to secure the sludge and septage; and must be able to withstand a collision with another vehicle or any permanent structure.

4. ACCIDENTAL SPILLAGE

In the event of accidental spillage of sludge/septage, the SECOND PARTY shall:

1. Immediately take action to contain the spillage;
2. Minimize the environmental impact, and begin clean-up procedures;
3. Notify the LGU within twenty-four (24) hours using the Accidental Spillage Notification Form; and
4. Notify the Department of Environment and Natural Resources (DENR).

Clean-up operations shall be the sole responsibility of the SECOND PARTY. All related expenses incurred shall be for the account of the SECOND PARTY.

5. CERTIFICATE OF DISPOSAL

The *Certificate of Disposal* duly issued by the SECOND PARTY shall serve as proof of compliance with related existing local ordinance/s and related environmental laws insofar as siphoning, desludging, hauling and transporting of domestic waste is concerned.



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6. CERTIFICATE OF TREATMENT

The Certificate of Treatment (COT) duly issued by the SECOND PARTY shall serve as proof of compliance with related existing local ordinance/s and related environmental laws insofar as siphoning, de-clogging, hauling, desludging, collection, treatment, storage, disposal and transporting of hazardous waste, including grease waste and used vegetable/cooking oil, are concerned.

7. RECORD KEEPING AND REPORTING

The SECOND PARTY is required to keep records that are pertaining to all stages of septage management, desludging, transportation, treatment and disposal. These requirements include, but are not limited to, the following:

1. Properly filled out and complete manifest forms, which include desludging schedule, volume of septage and the service provider's information.
2. The service provider shall submit these documents to the FIRST PARTY on a monthly basis and retain copies for a minimum of five (5) years.

8. DURATION AND TERMINATION

This Agreement shall take effect immediately upon signing hereof and shall remain in full force and in effect for a period of ONE (1) YEAR or until the term shall sooner cease or expire as hereinafter provided by law, by the will of the parties or otherwise. Unless otherwise advised in writing by either party, this Agreement shall automatically be renewable for the same period under the same terms and conditions. Notwithstanding the foregoing, the FIRST PARTY or the SECOND PARTY reserves the right to terminate this Agreement, subject to a 15-day prior written notice to the other party.

9. DISPUTES AND MUTUAL DISCUSSIONS

Except as otherwise specifically provided in this Agreement, if any dispute, controversy, difference or claim arising out of or in relation to this Agreement, including any question as to the interpretation, implementation, existence, validity, breach or termination thereof or as to any non-contractual obligation arising out of or relating thereto, or difference of any kind whatsoever shall arise between the FIRST PARTY and the SECOND PARTY in connection with, arising out of, or relating to this Contract or the breach, termination or validity hereof (a "Dispute"), the FIRST PARTY and the SECOND PARTY shall, for a period of thirty (30) days after the receipt by one Party of a notice from the other Party of the existence of the Dispute, to meet and settle such Dispute in the first instance by mutual discussions between the Parties.

10. VOLUNTARY ARBITRATION

If a Dispute cannot be settled within thirty (30) days by mutual discussions as contemplated above either Party may so notify the other that such Party wishes to have the Dispute resolved by binding arbitration and be finally settled through arbitration (the "Notice of Arbitration") administered by the Philippine International Center for Conflict Resolution ("PICCR") in accordance with the PICCR Arbitration Rules in force at the time of the commencement of the arbitration ("PICCR Arbitration Rules"), which rules are deemed incorporated by reference in this clause.

The arbitration shall be conducted by one arbitrator to be appointed in accordance with the PICCR Arbitration Rules. The seat of the arbitration shall be the Philippines. The venue shall be in Clark, Pampanga. The language of the arbitration shall be English. The arbitration agreement shall be governed by the laws of the Philippines.

The Parties agree that neither Party shall have any right to commence or maintain any action or other legal proceeding concerning a Dispute hereunder until the Dispute has been determined in accordance with the arbitration procedure provided for herein and then only to enforce or facilitate the enforcement of the award rendered in such arbitration.



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11. VENUE OF COURT ACTION

If a Dispute cannot be settled within thirty (30) days by mutual discussions as contemplated above, the Parties agree that any and all actions arising from or in connection with this Agreement shall be exclusively filed with the proper courts in the Municipality of Bacolor, Pampanga and/ or any concern arbitral board of the Republic of the Philippines.

12. MISCELLANEOUS PROVISIONS

This Agreement shall be governed by and consumed in accordance with the laws of the Republic of the Philippines.

The Parties hereby warrant that the signatories herein have the full power, right and authority to sign this Agreement on behalf of the entities which they are representing.

A party shall not assign any of its rights and obligations under this Agreement, except if the assignment is deemed by the FIRST PARTY as necessary or for the best interest of the Municipality of Bacolor, Pampanga.

In case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any of the provisions of this Agreement. In such case, the Parties shall in good faith modify or substitute such provision consistent with the original intent of the parties.

This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior and contemporaneous written and oral agreements, proposals, negotiations, understandings and representations pertaining to the subject matter hereof. This Agreement shall be binding upon and inure to the benefit of the Parties, their respective successors and permitted assigns.

Amendments or modifications of this Agreement are permitted and shall be valid provided that it is evidenced in writing and signed by a duly authorized representative of each of the FIRST PARTY and the SECOND PARTY.

Neither Party shall be entitled to penalty, interest, or any other compensation and participation in damages arising from any delay, interruption or non-performance arising from an event of Force majeure. In case the event of Force Majeure subsists for period of more than ten (10) days, the Parties shall discuss in good faith on how to proceed with the implementation of the Agreement. For this purpose, "Force Majeure" shall mean unavoidable causes beyond the control and without fault or negligence of the Parties, including but not restricted to, acts of God, war (declared or undeclared), acts of governmental authorities, riot, civil commotion, fire, general strikes, epidemics, breakdown of communication facilities. In the event of Force Majeure, the Party affected by the Force Majeure shall promptly notify the other Party no more than three (3) days from the occurrence thereof, and shall take all reasonable steps to avoid or end any delay caused by such Force Majeure.

It is expressly agreed that the Parties shall be independent contractors and that the relationship between the Parties shall not constitute a partnership, joint venture or agency. Neither party shall have the authority to make any statements representations or commitments of any kind, or to take any action, which shall be binding on the other party, without the prior consent of such other party.

The Parties hereby agree that they will comply with all applicable laws, rules and regulations, commercial practice rules and act in good faith in performing their activities under this Agreement.

NOW THEREFORE, the Sangguniang Bayan of Bacolor in session assembled, upon motion of Hon. Voltaire J. San Pedro, unanimously seconded;



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RESOLVED AS IT IS HEREBY RESOLVED, to authorize Hon. Eduardo G. Datu, Municipal Mayor, for and in behalf of the Municipality of Bacolor, to enter into a Memorandum of Agreement (MOA) with Soliman E.C Septic Tank Disposal, represented by its President, Mr. Eptacio C. Soliman, a duly-licensed waste transporter, within fifteen (15) years of relevant business reputation, and treater with Sewage Treatment Plan (STP) within the Province of Pampanga or Region III, to provide siphoning, hauling, desludging, collection, treatment, storage, disposal and transporting of Hazardous Waste, among others, of all commercial and institutional establishments within the Municipality of Bacolor, Pampanga;

RESOLVED FINALLY, that a copy of this resolution be furnished Mr. Eptacio C. Soliman, President, Soliman E.C Septic Tank Disposal and Hon. Eduardo G. Datu, GEO., MPM, Municipal Mayor for their ready reference.

APPROVED.

I HEREBY CERTIFY, to the correctness of the foregoing resolution.

VICENTA PAGCU-PINEDA
Secretary to the Sanggunian

ATTESTED:


HON. WILFREDO H. BALINGIT
Presiding Officer/Municipal Vice-Mayor