





Republic of the Philippines  
**Tangapan ng Sangguniang Panlungsod**  
2/F City Hall Bldg., J. 'Miranda' Ave., Con. Peq., Naga City  
☎ 472-79-19 • 473-20-51



**RESOLUTION NO. 2019-169**  
VVVVVVVVVVVVVVVVVVVVVVVVVVVVVV

**RESOLUTION CONFIRMING THE AUTHORITY OF HIS HONOR, THE CITY MAYOR, AND RATIFYING THE MEMORANDUM OF AGREEMENT ENTERED INTO BY AND BETWEEN THE CITY GOVERNMENT OF NAGA AND METROPOLITAN NAGA WATER DISTRICT (MNWD) RELATIVE TO THE TURNOVER OF WATERLINE EXTENSION PROJECT AT ISAROG HEIGHTS RESETTLEMENT, SITIO CAROMATIG, BARANGAY CAROLINA, NAGA CITY:-**

Sponsors: Hon. Mila S.D. Raquid-Arroyo   
Hon. Alexis Ione B. Blas 

**WHEREAS**, received by the Sangguniang Panlungsod for appropriate action is the 1<sup>st</sup> Endorsement dated November 14, 2018 from the Office of the City Mayor endorsing for appropriate action the Memorandum of Agreement entered into by and between the City Government of Naga and Metropolitan Naga Water District (MNWD) relative to the turnover of Waterline Extension Project at Isarog Heights Resettlement, Sitio Caromatig, Barangay Carolina, Naga City;

**WHEREAS**, COPY OF THE Memorandum of Agreement is hereto attached as integral part of this resolution;

**WHEREAS**, finding the same to be in order and beneficial to both parties and to the residents of Isarog Heights Resettlement;

**NOW, THEREFORE**, on motion of Hon. Mila S.D. Raquid-Arroyo, seconded by Hon. Jose C. Rañola, Hon. Elmer S. Baldemoro, Hon. Vidal P. Castillo and Hon. Salvador M. del Castillo;


**BE IT RESOLVED**, as it is hereby resolved, to confirm the authority of His Honor, the City Mayor, and to ratify Memorandum of Agreement entered into by and between the City Government of Naga and Metropolitan Naga Water District (MNWD) relative to the turnover of Waterline Extension Project at Isarog Heights Resettlement, Sitio Caromatig, Barangay Carolina, Naga City.


**LET COPIES** of this resolution be furnished His Honor, the City Mayor, and the Metropolitan Naga Water District for their information.

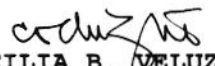
APPROVED.  
Adopted: May 7, 2019

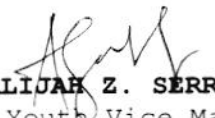
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**WE HEREBY CERTIFY** to the correctness of the foregoing resolution.

  
**GIL A. DE LA TORRE**  
Secretary to the  
Sangguniang Panlungsod

  
**ANDREA NIKOLE R. ABANTE**  
City Youth Secretary to the  
Sangguniang Panlungsod

  
**CECILIA B. VELUZ-DE ASIS**  
City Councilor &  
Acting Presiding Officer

  
**ALIJAH Z. SERRANO**  
City Youth Vice Mayor &  
Presiding Officer

# MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS.

This AGREEMENT entered into and executed this 11<sup>th</sup> day of 11, 2018, by and between:

The **METROPOLITAN NAGA WATER DISTRICT (MNWD)**, a Government Owned and Controlled Corporation, duly organized and existing by virtue of PD 198, as amended (otherwise known as the Provincial Water Utilities Act of 1973), with principal office at No. 40 J. Miranda Avenue, Naga City, represented in this Agreement by **VIRGILIO B. LUANSING I.**, Acting General Manager, per Board Resolution No. 96, Series of 2018, hereto attached, hereinafter referred to as the **MNWD**;

- and -

The **LOCAL GOVERNMENT UNIT OF NAGA**, created and organized under the laws of the Republic of the Philippines, with principal office address at J. Miranda Avenue, City Hall Compound, Naga City, Philippines, herein represented by **HON. JOHN G. BONGAT**, in his capacity as the City Mayor, with concurrence of the Sangguniang Panlungsod per Resolution No. \_\_\_\_, Series of \_\_\_\_, hereinafter referred to as the **LGU NAGA**.

## WITNESSETH

**WHEREAS**, the **MNWD** is the exclusive water rights franchise holder of the water supply system for the City of Naga and its environs,

**WHEREAS**, the **LGU, NAGA** has offered to turnover to the MNWD the waterline extension projects listed hereunder, to wit:

LOCATION	PIPE SIZE (mm Ø)	LENGTH (M)
Isarog Heights Resettlement, Sitio Caromatig, Carolina, Naga City	75mm Ø	900
	50 mm Ø	748
	<b>Total</b>	<b>1,648</b>

**WHEREAS**, the **LGU, NAGA**, as the Owner of said waterline extensions is willing to exclusively at its own expense assume all expenses for hydrotesting, disinfection including interconnection and flushing of same, in accordance with the accepted quality standard for Water Districts in the Country,

**WHEREAS**, the **LGU, NAGA**, and the **MNWD** will jointly supervise / monitor the project implementation of the waterline extension projects.

**NOW THEREFORE**, pursuant to the terms and conditions of this covenant, the MNWD and the **LGU, NAGA** hereby agree on the following terms and conditions hereinafter, set forth, to wit:


1. That the LGU, NAGA shall turnover the complete operation and ownership to the MNWD the entire waterline extension projects described in the attached "As-Built Plan" hereto marked as Annex "A" which for all legal purposes shall become the sole and exclusive property of the MNWD;
2. That the LGU, NAGA shall provide a Certification of Right of Way to the MNWD of the roads where the pipeline has traversed.

3. ~~That before the start of the interconnection~~, disinfection and flushing of the said waterline extensions. The LGU, NAGA shall pay to the MNWD the schedule of fees to be assessed by the MNWD in accordance with its policy guidelines.
4. That the LGU, NAGA shall provide all materials acceptable to the MNWD for the interconnection of the said waterline extensions to the MNWD network;
5. That the MNWD by way of accommodation, shall undertake the hydrotesting, interconnection, disinfection and flushing of the waterline extensions to the MNWD's water supply network all at the sole expense of the LGU, NAGA;
6. That after the completion of the interconnection of the said waterline extensions and upon issuance of a certification to that effect by the MNWD, the said waterline extensions shall be considered officially turned-over to the MNWD, which shall have complete ownership over the same. For this purpose, the MNWD shall issue a written Certificate of Acceptance to the LGU, NAGA;
7. That Upon the physical turnover of the said waterline extensions and acceptance in writing by the MNWD, the latter, as the new owner of the water system, shall operate and maintain the same;
8. That the applicants for residential/government and commercial/industrial service connections shall be billed by the MNWD in accordance with the **established and prevailing** MNWD water rates;

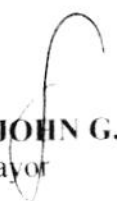
Done in the City of Naga, Camarines Sur this <sup>NOV 6 8 2018</sup> \_\_\_\_ day of \_\_\_\_\_, 2018.

**WITNESS WHEREOF**, the duly authorized representatives of the MNWD and the City of Naga have hereto signed this AGREEMENT on the date and the place first herein above written.

METROPOLITAN NAGA  
WATER DISTRICT  
by:

  
**VIRGILIO B. LUANSING I**  
Acting General Manager

LGU, NAGA  
by:

  
**HON. JOHN G. BONGAT**  
City Mayor

Signed in the Presence of:





**ACKNOWLEDGEMENT**

Republic of the Philippines )  
City of Naga ) s.s.


BEFORE ME, this 11<sup>th</sup> day of 11<sup>th</sup> 2018 at Naga City, Philippines, personally appeared the affiants showing to me their respective identification:

	I.D. No.	Issued By	Dated Issued	Valid Until
VIRGILIO B. LUANSING I	<u>000-068</u>	<u>MNWD</u>	_____	_____
JOHN G. BONGAT	<u>1604</u>	<u>LGU-NAGA</u>	_____	_____

with pictures and current signatures thereon, and known to me and to me known to be the same person who executed the foregoing instrument, that the said deed is the true and faithful act of the affiants as well as the corporation/district, and acknowledge to me that the same are their free voluntary acts and deeds.

WITNESS MY HAND AND SEAL ON THE DATE AND PLACE ABOVE WRITTEN.

Doc. No. 141  
Page No. 29  
Book No. X  
Series of 2018.  
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REG. NO. 127566  
TS. NO. 7930/27/12/4/15 NAGA CIJ  
RP. NO. Q15064 12/28/17 CAM SUR

