



Republic of the Philippines  
PROVINCE OF CAVITE  
City of Bacoor

CGBCR-SPBac-F003.00  
10/20/2023

OFFICE OF THE  
SANGGUNIANG PANLUNGSOD  
RECEIVED  
By: RUTH  
DATE: 2/8/2024 TIME: 1:00 pm  
BACOR CITY, CAVITE

OFFICE OF THE SANGGUNIANG PANLUNGSOD

COMMITTEE ON ENVIRONMENT AND NATURAL RESOURCES

## JOINT COMMITTEE REPORT

NO. ENR 021-S-2024

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Subject: *A RESOLUTION AUTHORIZING THE CITY MAYOR TO SIGN A MEMORANDUM OF AGREEMENT ON BEHALF OF THE CITY GOVERNMENT OF BACOR WITH THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES ON THE CREATION OF THE MULTI-PARTITE MONITORING TEAM, ENVIRONMENTAL MONITORING FUND AND THE ENVIRONMENTAL GUARANTEE FUND FOR THE CITY OF BACOR'S 230 HECTARES RECLAMATION AND DEVELOPMENT PROJECT (PCR 494-2024 dated January 29, 2024).*

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During the 77<sup>th</sup> Regular Session of the 5th Sangguniang Panlungsod of the City of Bacoor, Cavite, the Committee on Environment and Natural Resources, Chairman Hon. Levy M. Tela, certified that the proposed resolution is in accordance with the DENR Administrative Order No. 2017-15 and other related issuances, and a condition set forth in the Environmental Compliance Certificate (ECC) granted to the 230 hectares Bacoor Reclamation and Development Project.

### **FINDINGS:** Refer to draft MOA

The Multi-partite Monitoring Team (MMT) has previously been recognized by Environment Management Bureau (EMB) Central Office. The parties aim to establish and communicate their duties and obligations in relation to the establishment of the MMT group, the Environmental Stabilization Fund (ESF), and the Environmental Monitoring Fund (EMF).

The EMB is solely responsible for providing policy guidance, support for MMT activities and leadership for verification activities.

### **RECOMMENDATION:**

In view of the foregoing, the committee respectfully recommends that the proposed resolution mentioned above be **APPROVED**.



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City of Bacoor

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**WE HEREBY CERTIFY** that the contents of the foregoing report are true and correct.

Signed this 7th day of February, 2024 at the City of Bacoor, Cavite.

**COMMITTEE ON ENVIRONMENT AND NATURAL RESOURCES**

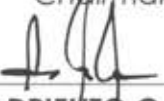
  
\_\_\_\_\_  
**COUN. LEVY M. TELA**  
Chairman

  
\_\_\_\_\_  
**COUN. REYNALDO M. FABIAN**  
Vice Chairman

  
\_\_\_\_\_  
**COUN. REYNALDO D. PALABRICA**  
Member

**COMMITTEE ON HOUSING AND LAND UTILIZATION AND URBAN DEVELOPMENT**

  
\_\_\_\_\_  
**COUN. ALDE JOSELITO F. PAGALUYAN**  
Chairman

  
\_\_\_\_\_  
**COUN. ADRIENTO G. GAWARAN**  
Vice Chairman

  
\_\_\_\_\_  
**COUN. SIMPLICIO G. DOMINGUEZ**  
Member

  
\_\_\_\_\_  
**COUN. ALEJANDRO F. GUTIERREZ**  
Member

10/20/2023

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SANGGUNIANG PANLUNGSOD  
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DATE: 2/6/2024 TIME: 1:50 PM  
BACOOOR CITY, CAVITE



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PROVINCE OF CAVITE  
City of Bacoor

OFFICE OF THE SANGGUNIANG PANLUNGSOD

COMMITTEE ON ENVIRONMENT AND NATURAL RESOURCES

EXCERPT FROM THE MINUTES OF THE 77<sup>th</sup> REGULAR SESSION

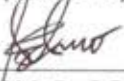
NO. ENR 021-S-2024

Subject: *A RESOLUTION AUTHORIZING THE CITY MAYOR TO SIGN A MEMORANDUM OF AGREEMENT ON BEHALF OF THE CITY GOVERNMENT OF BACOOOR WITH THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES ON THE CREATION OF THE MULTI-PARTITE MONITORING TEAM, ENVIRONMENTAL MONITORING FUND AND THE ENVIRONMENTAL GUARANTEE FUND FOR THE CITY OF BACOOOR'S 230 HECTARES RECLAMATION AND DEVELOPMENT PROJECT. (PCR 494-2024 dated January 29, 2024).*


The 77<sup>th</sup> Regular Session started at 10:00 AM. The Presiding Officer Vice Mayor Hon. Rowena Bautista-Mendiola, referred to Hon. Levy M. Tela, Chairman on Committee on Environment and Natural Resources, a proposed resolution entitled, "A resolution authorizing the City Mayor to sign a Memorandum of Agreement on behalf of the City Government of Bacoor with the Department of Environment and Natural Resources on the creation of the Multi-partite Monitoring Team, Environmental Monitoring fund and the Environmental Guarantee Fund for the City of Bacoor's 230 hectares Reclamation and Development Project".

Hon. Tela, emphasized that the resolution need an urgent action and must be executed. It is also necessary to our Reclamation and Development Project in the City of Bacoor.

Prepared By:

  
\_\_\_\_\_  
**ELENA B. SOMBRANO**  
Clerk

Attested By:

  
\_\_\_\_\_  
**COUN. LEVY M. TELA**  
Chairman



Republic of the Philippines  
PROVINCE OF CAVITE  
City of Bacoor

CGBCR-SPBac-F003.00  
10/20/2023

OFFICE OF THE SANGGUNIANG PANLUNGSOD

PCR 494-2024 – A RESOLUTION AUTHORIZING THE CITY MAYOR TO SIGN A MEMORANDUM OF AGREEMENT ON BEHALF OF THE CITY GOVERNMENT OF BACOR WITH THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES ON THE CREATION OF THE MULTI-PARTITE MONITORING TEAM, ENVIRONMENTAL MONITORING FUND AND THE ENVIRONMENTAL GUARANTEE FUND FOR THE CITY OF BACOR'S 230 HECTARES RECLAMATION AND DEVELOPMENT PROJECT.



Republic of the Philippines  
Province of Cavite  
CITY OF BACOR

*Office of the Mayor*

CGBCR-SPBac-F003.00  
10/20/2023

January 19, 2024

**HON. CATHERINE SARINO-EVARISTO**  
Acting Vice Mayor, City of Bacoor  
Bacoor Government Center  
Bacoor City, Cavite

**THRU:** Atty. Khalid Atega, Jr.  
Sangguniang Panlungsod Secretary

**SUBJECT:** Request for Authority to Enter into and Sign the Memorandum of Agreement on the Creation of Multi-Partite Monitoring Team, Environmental Monitoring Fund and the Environmental Guarantee Fund for the City of Bacoor 230 Hectares Reclamation & Development Project

Dear Hon. Sarino-Evaristo

I hereby endorse to the esteemed members of the Sangguniang Panlungsod for your appropriate action Endorsement Letter No. 757, Series of 2023 issued by the Office of the City Legal Service relative to the aforementioned subject. The said MOA is in accordance with the DENR Administrative Order No. 2017-15 and other related issuances, and a condition set forth in the Environmental Compliance Certificate (ECC) granted to the 230 Hectares BRDP.

Attached herewith is the aforementioned letter, including the proposed Memorandum of Agreement, for your immediate reference.

Sincerely yours

  
**STRIKE E. REVILLA**  
City Mayor



OFFICE OF THE  
SANGGUNIANG PANLUNGSOD  
RECEIVED  
BY: ARIEL  
DATE: 1/19/24 Time: 4:56  
BACOR CITY, CAVITE



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OFFICE OF THE SANGGUNIANG PANLUNGSOD



OFFICE OF THE CITY LEGAL SERVICE

ENDORSEMENT LETTER No. 757, S. 2023

To: HON. STRIKE B. REVILLA  
City Mayor

Thru: ATTY. PAUL MICHAEL SANGALANG *Autographed 10/25/23 3:20 PM*  
Office of the City Mayor

Re: FOR APPROVAL AND SUBSEQUENT ENDORSEMENT TO  
SANGGUNIANG PANLUNGSOD  
Proposed Memorandum of Agreement between the DENR-Environmental  
Management Bureau Central Office and the City Government of Bacoor

Date: 24 October 2023

On 18 October 2023, the Office of the City Mayor transmitted to this office a copy of the letter from the City Agriculture Office confirming the membership of three (3) NGO/PO to the Multi-Partite Monitoring Team (MMT) for the 230 Hectares Bacoor Reclamation and Development Project (BRDP). Creation of the said MMT including the establishment of an Environmental Monitoring Fund (EMF) and an Environmental Guarantee Fund (EGF) are the subjects of the proposed Memorandum of Agreement between the DENR through the Environmental Management Bureau Central Office (EMB-CO) and the City Government of Bacoor.

The provisions of the proposed memorandum of agreement are in accordance with the DENR Administrative Order No. 2017-15 and other related issuances. Likewise, execution of the said MOA is a condition set forth in the Environmental Compliance Certificate (ECC) granted to the 230 Hectares BRDP.

All things being in order, we hereby respectfully endorse the matter to your good office for approval and subsequent endorsement to the Sangguniang Panlungsod for issuance of a Resolution for the authority of the City Mayor to sign the MOA.

Thank you.

Respectfully,

*NDR*  
ATTY. KIM NYCA R. LOFRANCO  
City Legal Officer



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OFFICE OF THE SANGGUNIANG PANLUNGSOD



**CESD**

CITY ENVIRONMENT SERVICES DEPARTMENT



January 19, 2024

**ATTY. PAUL MICHAEL G. SANGALANG**  
Executive Assistant IV  
Office of the Mayor  
City of Bacoor

*Signature*  
SANGALANG  
1:07 PM  
1/19/24

Dear Atty. Sangalang

Good day!

This has reference to the endorsement letter no. 757 S 2023 dated October 24, 2023 of Atty. Kim Nyca Lolanco pertaining Approval and Subsequent Endorsement to Sangguniang Panlungsod (Proposed Memorandum of Agreement between the DENR-Environmental Management Bureau Central Office and the City Government of Bacoor)

Please be informed that this was answered via email last year 2023, and as far as I know, the MMT MOA is already approved by the EMB Central Office. As of this moment we are waiting for SP Resolution authorizing the Mayor to sign the MOA before sending it to EMB Central Office for EMB Director signature.

For your information.

Thank you very much.

Very truly yours,

*Signature*  
**ROLANDO B. VOCALAN**  
City Environment and Natural Resources Officer  
CIC - CESD



B/E Bacoor City Hall, Bacoor City Government Center (BGC) Compound,  
Bacoor Blvd. Brgy. Bayanan, City of Bacoor, Province of Cavite, Philippines 4102



SCAN ME

(048) 481-4128

[cevo@bacoorcity@gmail.com](mailto:cevo@bacoorcity@gmail.com)

[www.facebook.com/BacoorCityENRO](https://www.facebook.com/BacoorCityENRO)

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**OFFICE OF THE SANGGUNIANG PANLUNGSOD**

**MEMORANDUM OF AGREEMENT  
ON THE CREATION OF THE MULTI-PARTITE MONITORING TEAM,  
ENVIRONMENTAL MONITORING FUND AND THE ENVIRONMENTAL  
GUARANTEE FUND FOR THE CITY OF BACOOR 230 HECTARES  
RECLAMATION & DEVELOPMENT PROJECT**

**KNOW ALL MEN BY THESE PRESENTS:**

This Memorandum of Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023 at \_\_\_\_\_ by and among

The DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES, through the ENVIRONMENTAL MANAGEMENT BUREAU (EMB) - CENTRAL OFFICE, with principal office at the DENR Compound, Visayas Avenue, Quezon City, 1116, represented by its EMB Director and concurrent Assistant Secretary for Field Operations, GILBERT C. GONZALEZ, CESO III, hereinafter referred to as "EMB-CO";

-and-

The CITY GOVERNMENT OF BACOOR, a local government unit duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office address at Bacoor Government Center, Bacoor Boulevard, Bacoor, Cavite, Philippines represented by its City Mayor, HONORABLE STRIKE B. REVILLA, hereinafter referred to as "CITY GOVERNMENT OF BACOOR";

**WITNESSETH, That:**

**WHEREAS:**

- (i) Pursuant to Presidential Decree No. 1586, the City Government of Bacoor has been issued an Environmental Compliance Certificate (ECC) with ECC Reference Code: ECC-CO-2012-0028, dated December 21, 2020 for its proposed 230 Hectares Bacoor Reclamation and Development Project (BRDP), located along the coast of Manila Bay in the Waters of the City of Bacoor, hereinafter referred to as the PROJECT;
- (ii) DENR issued DENR Administrative Order No. 2017-15 and DAO 2018-18 which rationalized the composition and operation of the MMT among others;
- (iii) The PARTIES desire to clarify and thus define hereunder their respective commitments and responsibilities in connection with the formation of the Multi-Partite Monitoring Team (MMT) and the establishment of Environmental Guarantee Fund (EGF) and Environmental Monitoring Fund (EMF).

**NOW, THEREFORE**, for and in consideration of the foregoing premises and the mutual covenants set forth herein, the PARTIES hereto agree as follows:

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**OFFICE OF THE SANGGUNIANG PANLUNGSOD**

**TITLE 1. THE MMT ORGANIZATION**

**SECTION A. COMPOSITION**

The following shall be represented in the MMT:

1. Local Government Unit Representatives
  - a. City Government of Bacoor Environmental and Natural Resources Office
  - b. City Health Office of Bacoor
  - c. Barangay Captain of Zapote III
  - d. Barangay Captain of Talaba II
2. LGU-Accredited Local NGO
  - a. Samahan Mengdaragat Magkakapitbahay ng Wawa 2
3. Community Leaders
  - a. League of Modern and Responsible Women
  - b. Bacoor Alliance of Pinagbuklod ng Talaba II
4. Department of Environment and Natural Resources
  - a. Provincial Environmental and Natural resources Office - CALABARZON
5. Other Government Agencies Representative
  - a. Philippine Reclamation Authority
  - b. Philippine Navy
  - c. Philippine Coast Guard
  - d. Bureau of Fisheries and Aquatic Resources
  - e. National Museum of the Philippines

**SECTION B. MMT STRUCTURE AND LEADERSHIP**

The MMT Chair shall be elected by members of the MMT with due consideration of Section 16.4 of DENR DAO 2017-15 using the procedure prescribed in the Manual of Operations (MOO).

The MMT shall operate and decide based on majority vote of members in attendance constituting a quorum.

**SECTION C. MEMBERSHIP**

The MMT shall be multi-sectoral and shall have representations from the stakeholders as identified in Section A above. The identified offices/sector shall officially designate/authorize through a written office order, endorsement letter or similar instruments, a representative to be a member of the MMT who must:

1. Be able to regularly attend meetings, orientations, training, actual monitoring and reporting activities.
2. Be able to read, write and learn the various aspects of monitoring
3. Be credible to the larger community and without any criminal or administrative cases





**OFFICE OF THE SANGGUNIANG PANLUNGSOD**

The MMT shall confirm and update the official listing of MMT members on an annual basis.

MMT members, especially those who will lose their opportunity to earn while participating in MMT activities shall receive an honoraria of not more than Php2,000 per quarter for their participation charged to EMF.

**TITLE II. MMT FUNCTIONS, INSTITUTIONAL ARRANGEMENTS AND RESPONSIBILITIES**

**SECTION A. MAJOR FUNCTIONS OF THE MMT**

Functions of MMT are as follows:

1. Monitor project compliance with the conditions stipulated in the ECC (Annex A) and the EMP (Annex B);
2. Validate proponent's conduct of self monitoring;
3. Receive complaints, gather relevant information to facilitate determination of validity of complaints or concerns about the project and timely transmit to the proponent and EMB recommended measures to address the complaint;
4. Prepare, integrate and disseminate simplified monitoring reports to community stakeholders.
5. Make regular and timely submission of MMT Report based on the EMB-prescribed format including Compliance Monitoring and Verification Report (CMVR).

**SECTION B. INSTITUTIONAL ARRANGEMENTS AND RESPONSIBILITIES**

The ENVIRONMENTAL MANAGEMENT BUREAU CENTRAL OFFICE (EMB-CD) shall be responsible for taking the lead in policy guidance, the provision of needed support for operationalization of the MMT and its performance validation.

The EMB REGIONAL OFFICE NO. IV-A upon written invitation of the MMT, shall act as the resource person and provide technical advice/assistance in the operation of the MMT

Other member offices/sector identified in Section A of Title I as needing representation in the MMT shall have the following roles, duties and responsibilities:

**DENR PENRO REGION IV-A CALABARZON** shall lead in undertaking actual monitoring activities and act with dispatch on issues/ problems that arise relative to the Project being monitored.

**CITY GOVERNMENT OF BACOOR**, through its private sector joint venture partners, shall provide necessary budget/funds for the MMT activities, make available to the MMT all project information necessary to determine compliance with the environmental requirements and commitments to the extent that such information is not subject to any restrictions and confidentiality, coordinate with and allow the MMT members to inspect and observe construction and operation activities of the PROJECT including the testing, calibration and operation of pollution control and in-house monitoring equipment.



**OFFICE OF THE SANGGUNIANG PANLUNGSOD**

**BARANGAY ZAPOTE III AND BARANGAY TALABA II IN THE CITY OF BACOR** shall designate a representative who shall participate in actual monitoring work. Prepare or concur with and sign the MMT monitoring reports, provide the necessary information about local policies, plans and programs affecting MMT monitoring results and standards, advise the MMT of any complaints, information or reports from LGUs concerning the PROJECT

**PHILIPPINE NAVY** shall designate a representative who shall participate in actual monitoring work, prepare or concur with and sign the monitoring reports, provide the necessary information such as update regarding the perceptible impact of the project on the sector/concern being represented.

**BUREAU OF FISHERIES AND AQUATIC RESOURCES** shall participate in actual monitoring work, prepare or concur with and sign the monitoring reports, provide the necessary information such as update regarding the perceptible impact of the project on the sector/concern being represented.

**PHILIPPINE RECLAMATION AUTHORITY** shall designate a representative who shall participate in actual monitoring work, prepare or concur with and sign the monitoring reports, provide the necessary information such as update regarding the perceptible impact of the project on the sector/concern being represented.

**PHILIPPINE COAST GUARD** shall designate a representative who shall participate in actual monitoring work, prepare or concur with and sign the monitoring reports, provide the necessary information such as update regarding the perceptible impact of the project on the sector/concern being represented.

**NATIONAL MUSEUM OF THE PHILIPPINES** shall be responsible for monitoring and assessment of any potential cultural heritage material submerged in the Bacoor Bay.

**LEAGUE OF MODERN AND RESPONSIBLE WOMEN, SAMAHANG MANDARAGAT MAGKAKAPITBAHAY NG WAWA 2, BACOR ALLIANCE OF PINAGBUKLOD NG TALABA II.** The NGO/PO and other vulnerable groups shall designate a representative who shall participate in actual monitoring work, prepare or concur with and sign the monitoring reports, provide the necessary information such as update regarding the perceptible impact of the project on the sector/concern being represented.

**TITLE III. MMT OPERATIONS AND PROCEDURES**

**SECTION A. MMT MANUAL OF OPERATIONS**

All MMT activities shall be guided by a Manual of Operations (MOO) to be prepared based on the EMB-prescribed generic manual of operations which shall be customized based on the project type/situation and the corresponding monitoring requirements and submit to EMB-CO for approval within sixty (60) days from the signing of this MOA. The proponent shall prepare the MOO in consultation with the members of the MMT.



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The MOO shall contain, at the minimum, the following:

- I. MMT Code of Ethics
  - A. INTRODUCTION
  - B. PROJECT BACKGROUND
  - C. LEGAL BASIS
  - D. VISION-MISSION
  - E. OBJECTIVES
  - F. GENERAL FUNCTIONS
  - G. MEMBERSHIP
    - i. Selection Process and Criteria for Membership
    - ii. Suspension/Removal, Resignation and Replacement of Members
  - H. ORGANIZATION
    - i. MMT Structure and leadership
    - ii. General Roles, Duties and Responsibilities of MMT Members
    - iii. Specific Roles, Duties and Responsibilities of MMT Members
- II. FUND ADMINISTRATION AND MANAGEMENT
  - A. Amount of EMF
  - B. Utilization of EMF / Preparation of a Work and Financial Plan
  - C. Management of the Fund
  - D. Disbursement and Auditing Procedures
- III. ACTIVITIES AND CORRESPONDING GUIDELINES
  - A. Meetings
    - i. Regular Meetings
    - ii. Special Meetings
    - iii. Notice of Meetings
    - iv. Quorum
    - v. Proxy Voting
  - B. Compliance Monitoring, Site Validation and Reporting
    - i. Document Review – ECC & EMP Commitments, EIA Predictions, Previous and Current Monitoring Reports
    - ii. Site Validation
    - iii. Confirmatory Sampling and Measurement Activities
    - iv. Complaint Verification and Management
    - v. Reporting – Compliance Monitoring and Validation Report
  - C. Records Keeping
  - D. Public Disclosure and IEC
  - E. Other MMT Operations Enhancement Activities
    - i. Review of Proponent's Monitoring Protocols
    - ii. MMT Performance Validation
    - iii. Annual Planning Workshop
    - iv. Trainings

The MOO may be updated as the need arises to address operational problems and for continuous improvement of the MMT operations.

**SECTION B. ESTABLISHMENT OF THE ENVIRONMENTAL MANAGEMENT FUND (EMF)**

The EMF is a fund that the proponents shall commit to establish to support the activities of the MMT as described in the EMB-approved Annual Work and Financial

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**OFFICE OF THE SANGGUNIANG PANLUNGSOD**

Plan (AWFP). The City Government of Bacoor shall designate a fund administrator who is independent (i.e., not a member of the MMT). The Fund Administrator shall likewise be duly registered with the SEC. Proof of Compliance with the annual SEC required submission shall be submitted on an annual basis.

The EMF shall be managed and administered by FRABELLE FISHING CORPORATION which has an acceptable and operational financial accounting system and duly appointed by the City Government of Bacoor.

CITY GOVERNMENT OF BACOR shall arrange the opening of an account in a reputable bank in the country for the EMF within ten (10) banking days after the effectivity of this Agreement, the amount of TWO HUNDRED FIFTY-FIVE THOUSAND SIX HUNDRED FORTY PESOS (Php 255,640.00) to finance the organizational activities of the MMT for the PROJECT based on the attached Work and Financial Plan (Annex C). The interest shall accrue to the same fund. The proponent shall replenish the account whenever it falls below TWO HUNDRED FIFTY THOUSAND PESOS (Php 250,000.00) within thirty (30) days, provided that the total amount expended by CITY GOVERNMENT OF BACOR shall not exceed Php 400,000.00 for the entire duration of the initial organizational activities specified in Annex "C".

The interest shall accrue to the same fund. Replenishment of this amount shall be done by the proponent semi-annually upon liquidation of expenses by the MMT and after validating the submission of the MMT Report to EMB for the previous reporting period. Subsequent releases shall correspond to EMB-approved annual work and financial plan.

**SECTION C. EMF ADMINISTRATION AND MANAGEMENT**

The EMF shall be exclusively utilized to cover all costs attendant to the operation of the MMT and disbursed in accordance with the guidelines stipulated in the approved MOO. The EMF shall be managed and administered by the proponent in accordance with the MMT MOO and annual work and financial plan.

A separate bank account for the EMF shall be established. The signatories shall be the designated MMT Chairman and Proponent.

The MMT Secretariat shall undertake the accounting of all expenses by the MMT which the Executive Committee /Officers shall oversee.

An external auditor may be commissioned by the MMT, proponent or EMB to conduct audit on the expenditure/disbursement of EMF in accordance with applicable rules and regulations to be submitted to EMB and the Proponent not later than February of the following year.

**SECTION D. DOCUMENTATION, REPORTING AND RECORDS KEEPING**

All MMT activities shall be documented and the Compliance Monitoring and Validation Report (CMVR) shall be submitted semi-annually to EMB Central Office (CO) and the EMB-Region VI-A. The MMT shall document relevant data, technical references and compile monitoring reports and store them at the Proponent's office, under the custody of the Proponent's Pollution Control Officer or equivalent officer/staff.



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The documents should be stored in the MMT Office provided by the Proponent.

**TITLE IV. ENVIRONMENTAL GUARANTEE FUND (EGF)**

**SECTION A. OBJECTIVE**

The EGF shall be established and used exclusively for the following purposes:

1. The immediate rehabilitation of areas affected by proven damages to the environment and the resulting deterioration of environmental quality as a direct consequence of project construction, operation and abandonment;
2. The just compensation of parties and communities affected by the proven negative impacts of the PROJECT;
3. The conduct of scientific or research studies related to the PROJECT that will aid in the prevention or rehabilitation of accidents and/or environmental damages; and
4. For contingency clean-up activities, environmental enhancement measures, damage prevention programs and social equity measures (e.g. livelihood, social development programs) including the necessary IEC and capability building activities related to the PROJECT.

**SECTION B. ESTABLISHMENT OF EGF**

There shall be two (2) components of the EGF as follows:

**EGF Trust Fund**

The CITY GOVERNMENT OF BACOR shall open an account for the Trust Fund in the amount of TEN MILLION PESOS (Php10,000,000.00) in the form of performance bond to be secured from Prudential Guarantee Insurance, the earnings/interests of which shall accrue to the same Fund. The Trust Fund will be used to compensate aggrieved parties for any proven damages to life or property, undertake community-based environmental programs, conduct environmental research aimed at strengthening measures to prevent environmental damage and to finance restoration and rehabilitation of environmental quality of the project-affected area.

The Trust Fund shall also be replenished to its original amount annually whenever the amount goes below TWO HUNDRED FIFTY THOUSAND PESOS (Php250,000.00). The Trust Fund shall also be renewed upon every expiration. The Proponent shall immediately inform EMB Central Office and Region IV-A should it fail to renew the Trust Fund (e.g. insurance policy) on its stated expiration date or should the Trust Fund be cancelled or voided by the insurer because of non-payment of the required premiums or any other cause allowed by the Insurance Code or pertinent issuances of the Insurance Commission.

**EGF Cash Fund**

The City Government of Bacoor shall open an account for the Environmental Guarantee Cash Fund at China Bank of the Philippines in the area in the amount of

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ONE MILLION PESOS (Php1,000,000.00) which shall be earmarked for immediate rehabilitation and compensation of communities in case of proven damage or project-related accidents. It shall be placed in an interest-bearing account and such interest shall accrue the same Cash Fund. The Fund shall be replenished to its original amount annually or whenever the amount goes below 50% of the amount.

Provided, further that in the event of insufficiency of both EGF Trust Fund and the EGF Cash Fund to answer for expenses, the Proponent shall shoulder the amount of any such insufficiency.

**SECTION C. ADMINISTRATION AND MANAGEMENT**

An EGF Committee shall be established for EGF Management and Administration.

The EGF Committee shall be composed of the following:

1. EMB Director (Central Office) (or EMB 4A Regional Director as designated by EMB-CO Director)- Chairperson
2. City Government of Bacoor (Proponent)
3. LGU Representative of City Health Officer

The Chairperson of the EGF Committee shall not vote on any matters except to break a tie. Any determination or approval by the EGF Committee shall require a majority vote, provided there is a quorum. A quorum shall require the presence of more than half of the members including, at all times, the representatives from the DENR and the CITY GOVERNMENT of BACOOD.

The Committee shall have the following functions:

1. Manage, control and operate the EGF in accordance with approved procedures established regarding the mechanisms for fund disbursement, processing, validation, accounting and documentation;
2. Resolve issues involving rehabilitation and compensation for damages that may be brought before it;
3. Decide on issues or complaints/questions involving the implementation of the rehabilitation program between the proponent and the aggrieved party;
4. Designate entities or individuals in the event that an independent body must resolve the issues and cases;
5. Hire credible experts, when necessary, to conduct independent studies and research on the environmental and sociocultural impacts of the PROJECT in order to assist the EGF Committee in making judicious decisions about environmental issues related to the PROJECT; and
6. Undertake damage control or preventive and social equity measures.

Existing EMB guidelines on fund disbursement, processing, validation, accounting and documentation shall be implemented





**OFFICE OF THE SANGGUNIANG PANLUNGSOD**

**TITLE V. AMENDMENTS**

Amendment - This Agreement may not be renewed, extended, amended or otherwise modified except by agreement in writing signed by both parties.

**TITLE VI. EFFECTIVITY AND DURATION**

Effectivity and Duration - This Agreement shall take effect upon the execution of this Memorandum of Agreement by all parties under Section A hereof and acceptance thereof by the City Government of Bacoor and shall be maintained by the parties hereto (or their respective successors or assigns) until the transfer of ownership of the Project by the City Government of Bacoor or the abandonment or termination of the PROJECT for whatever reason. Upon such transfer, abandonment or termination of the PROJECT, all funds set up by the PROPONENT under this Agreement shall automatically revert to the City Government of Bacoor, except to the extent necessary to satisfy any outstanding obligations of the City Government of Bacoor under this Agreement including the financing of the rehabilitation, restoration, decommissioning or other such activities as may be required for the abandonment phase relative to the PROJECT.

IN WITNESS WHEREOF, the parties hereto have signed and executed this Agreement as of the date and place first above written.

**CITY GOVERNMENT OF BACOR**

By:

**HON. STRIKE B. REVILLA**  
CITY MAYOR

WITH OUR CONFORMITY:

**CITY GOVERNMENT OF BACOR**  
**ENVIRONMENTAL AND NATURAL**  
**RESOURCES OFFICER**

By:

**ROLANDO VOCALAN**  
CITY-ENRO

**BARANGAY ZAPOTE III**

By:

**HON. \_\_\_\_\_**  
BARANGAY CAPTAIN

**ENVIRONMENTAL MANAGEMENT**  
**BUREAU (EMB)-CENTRAL OFFICE**

By:

**GILBERT C. GONZALES, CESO III**  
DIRECTOR AND CONCURRENT ASST.  
SECRETARY FOR FIELD  
OPERATIONS

**CITY HEALTH OFFICE OF BACOR**  
CITY

By:

**DRA. IVY MARIE YRASTORZA**  
CHIEF CITY HEALTH OFFICER

**BARANGAY TALABA II**

By:

**HON. \_\_\_\_\_**  
BARANGAY CAPTAIN

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**OFFICE OF THE SANGGUNIANG PANLUNGSOD**

**SAMAHANG MANDARAGAT  
MAGKAKAPIT BAHAY NG WAWA 2**  
By:

**ABEKING B. AGLUSTIN**  
AUTHORIZED REPRESENTATIVE

**BACOR ALLIANCE OF  
PINAGBUKLOD NG TALABA II**  
By:

**BLESILDA C. ABARELES**  
AUTHORIZED REPRESENTATIVE

**LEAGUE OF MODERN AND  
RESPONSIBLE WOMEN**  
By:

**ERLINA R. NOBELO**  
AUTHORIZED REPRESENTATIVE

**PHILIPPINE NAVY**

By:

**LDCR RUFINO B. KHO, JR., PN**  
AUTHORIZED REPRESENTATIVE

**PHILIPPINE RECLAMATION  
AUTHORITY**  
By:

**ENGR. ELIZABETH S. MENDOZA**  
AUTHORIZED REPRESENTATIVE

**BUREAU OF FISHERIES AND  
AQUATIC RESOURCES**  
By:

**EDMUNDO AMIGAN III**  
AQUACULTURIST 1/QIC

**PHILIPPINE COAST GUARD**

By:

**CG PO1 NELSON T. ONG**  
STATION COMMANDER, PCG

**DEPARTMENT OF ENVIRONMENT  
AND NATURAL RESOURCES -  
PROVINCIAL ENVIRONMENTAL AND  
NATURAL RESOURCES OFFICE**

By:

**FORESTER JANUEL PERAS**  
OIC DIRECTOR

**NATIONAL MUSEUM OF THE  
PHILIPPINES**  
By:

**BOBBY C. ORILLANEDA**  
OFFICER-IN-CHARGE, MUCHO

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OFFICE OF THE SANGGUNIANG PANLUNGSOD

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)  
CITY OF \_\_\_\_\_ ) S S

BEFORE ME, a Notary Public for and in \_\_\_\_\_ on  
this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, personally appeared the following:

Name and Designation	Valid Government Identification Date, Place Issued & Expiry Date
GILBERT C. GONZALES, CESO III DIRECTOR AND CONCURRENT ASST. SECRETARY FOR FIELD OPERATIONS	
HON. STRIKE B. REVILLA CITY MAYOR	
ROLANDO VOCALAN CITY-ENRO	
DRA. IVY MARIE YRASTORZA CHIEF CITY HEALTH OFFICER	
HON. _____ BARANGAY CAPTAIN, ZAPOTE III	
HON. _____ BARANGAY CAPTAIN, TALABA II	
ABEKING B. AGUSTIN AUTHORIZED REPRESENTATIVE	
BLESILDA C. ABARELES AUTHORIZED REPRESENTATIVE	
ERLINA R. NOBELO AUTHORIZED REPRESENTATIVE	
LDCR RUFINO B. KHO, JR., PN AUTHORIZED REPRESENTATIVE	
ENGR. ELIZABETH S. MENDOZA AUTHORIZED REPRESENTATIVE	
EDMUNDO AMICAN III AQUACULTURIST 1/QIC	
CG P01 NELSON T. ONG STATION COMMANDER, PCG	
FORESTER JANUEL PERAS QIC DIRECTOR	
BOBBY C. ORILLANEDA OFFICER-IN-CHARGE, MUCHD	

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Republic of the Philippines  
PROVINCE OF CAVITE  
City of Bacoor

CGBCR-SPBac-F003.00  
10/20/2023

OFFICE OF THE SANGGUNIANG PANLUNGSOD

known to me as the same persons who executed the foregoing Memorandum of Agreement and acknowledged the same as their free act and deed.

This Agreement consists of \_\_\_\_\_ ( ) pages, including this page on which this Acknowledgment is written, has been signed by the parties and their instrumental witnesses on each and every page thereof.

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

NOTARY PUBLIC

Until \_\_\_\_\_  
PTR No. \_\_\_\_\_  
Issued at \_\_\_\_\_  
on \_\_\_\_\_

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of 20\_\_\_\_\_.

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