



COMMITTEE ON ENVIRONMENT AND NATURAL RESOURCES

COMMITTEE REPORT

NO. ENR 035-S-2024

Office of the Sangguniang Panlungsod  
Received 25 NOV 2024  
Time 1:28 pm

Subject: *A RESOLUTION RATIFYING THE MEMORANDUM OF AGREEMENT ENTERED AMONG THE CITY GOVERNMENT OF BACOOR, THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES - ENVIRONMENTAL MANAGEMENT BUREAU (DENR-EMB), THE BARANGAY GOVERNMENT OF HABAY II AND DALEBO CONSTRUCTION AND GENERAL MERCHANDISE REGARDING THE PROTECTION AND CONSERVATION OF THE INSTALLED TRASH TRAP AT IMUS RIVER, BARANGAY HABAY II, CITY OF BACOOR, CAVITE. (PCR 683-2024 dated September 23, 2024).*

Members of the Sangguniang Panlungsod met in order to call the 109th regular session, at 10:30 am on September 23 2024. Presiding Officer Vice Mayor Hon. Rowena Bautista-Mendiola referred the subject matter to Chairperson of Environment and Natural Resources Hon. Levy M. Teja.

**FINDINGS:**

The agreement is to protect and conserve the installed trash trap at Imus River, Barangay Habay II, City of Bacoor, Cavite.

The ratification of the MOA is a significant step in ensuring the long-term protection and conservation of the installed trash trap at Imus River. The agreement provides framework for collaboration and cooperation among the parties involved, which is crucial in addressing the environmental issues affecting the area.

Its ratification also identified potential challenges and risks that may affect the implementation of the agreement. For instance, the MOA notes that strong currents and flooding may impact the effectiveness of the trash trap, and that regular maintenance and repairs will be necessary to ensure its continued functionality.

JOINT COMMITTEE REPORT NO. ENR-035-S-2024  
PCR 683-2024 A RESOLUTION RATIFYING THE MOA HABAY II OF THE INSTALLED TRASH TRAP



Address: Bacoor Legislative and Disaster Resilience Bldg.  
Bacoor Blvd., Brgy. Bayanan, City of Bacoor, Cavite  
Trunkline: (046)417-0727  
Website: www.bacoorcitysp.com





**RECOMMENDATION:**

The protection and conservation of the trash trap at Imus River is important for maintaining the environmental health and preventing pollution of the area. The committee respectfully recommends to **APPROVED** the proposed resolution "A RESOLUTION RATIFYING THE MEMORANDUM OF AGREEMENT ENTERED AMONG THE CITY GOVERNMENT OF BACOOR, THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES - ENVIRONMENTAL MANAGEMENT BUREAU (DENR-EMB), THE BARANGAY GOVERNMENT OF HABAY II AND DALEBO CONSTRUCTION AND GENERAL MERCHANDISE REGARDING THE PROTECTION AND CONSERVATION OF THE INSTALLED TRASH TRAP AT IMUS RIVER, BARANGAY HABAY II, CITY OF BACOOR, CAVITE."

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2024 at the City of Bacoor, Cavite.

**COMMITTEE ON ENVIRONMENT AND NATURAL RESOURCES**

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

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

\_\_\_\_\_  
**COUN. ADRIELITO G. GAWARAN**  
Member

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

JOINT COMMITTEE REPORT NO. ENR-035-S-2024  
PCR 683-2024 A RESOLUTION RATIFYING THE MOA HABAY II OF THE INSTALLED TRASH TRAP







Office of the Sangguniang Panlungsod  
Received  
25 NOV 2024  
1:28 pm

COMMITTEE ON ENVIRONMENT AND NATURAL RESOURCES

EXCERPT FROM THE MINUTES OF THE 109TH REGULAR SESSION  
NO. ENR 035-S-2024

Subject: *A RESOLUTION RATIFYING THE MEMORANDUM OF AGREEMENT ENTERED AMONG THE CITY GOVERNMENT OF BACOOR, THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES - ENVIRONMENTAL MANAGEMENT BUREAU (DENR-EMB), THE BARANGAY GOVERNMENT OF HABAY II AND DALEBO CONSTRUCTION AND GENERAL MERCHANDISE REGARDING THE PROTECTION AND CONSERVATION OF THE INSTALLED TRASH TRAP AT IMUS RIVER, BARANGAY HABAY II, CITY OF BACOOR, CAVITE. (PCR 683-2024 dated September 23, 2024).*

The referral of the mentioned subject by the Presiding Officer Vice Mayor Hon. Rowena Bautista-Mendiola transpired during the 109<sup>th</sup> regular session of the 5<sup>th</sup> Sangguniang Panlungsod started at 10:30 am. on September 23, 2024. The Chairperson of Environment and Natural Resources, Hon. Levy M. Tela.

The Department of Environment and Natural Resources (DENR) is primary government agency responsible for the sustainable management and development of the country's natural resources as mandated by Executive Order No. 192.

The Memorandum of Agreement between the Department of Environment and Natural Resources – Environmental Management Bureau (DENR-EMB), City Government of Bacoor, Barangay Habay II and Dalebo Construction and General Merchandize with regards to the protection and conservation of the installed Trash Trap at Imus, River, Barangay Habay II, City of Bacoor, Cavite.

Prepared By:

**ERENA B. SOMBRANO**  
Local Legislative Staff Assistant I

Attested By:

**COUN. LEVY M. TELA**  
Chairman

COMMITTEE MINUTES ENR-035-S-2024  
PCR 683-2024 A RESOLUTION RATIFYING THE MOA HABAY II OF THE INSTALLED TRASH TRAP





**MEMORANDUM OF AGREEMENT**

**For the Protection and Conservation of the Installed Trash Trap at Imus River,  
 Brgy. Mambog I, Bacoor City, Cavite**

**KNOW ALL MEN BY THESE PRESENTS:**

*[Handwritten signature]*

This MEMORANDUM OF AGREEMENT ("Agreement") made and entered into this 21 2024 at ESJOM, BULWAGAN between:

*[Handwritten signature]*

**THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES** (DENR) - Environmental Management Bureau (EMB), represented in this agreement by Regional Director, **ROBERT ANGELO M. METIN**, with office address at 4th floor, Tower 2, PITX, Tambo, Parañaque City, Metro Manila, hereinafter referred to as the **DENR-EMB CALABARZON**;

*[Handwritten signature]*

**THE CITY GOVERNMENT OF BACOR, CAVITE**, a government agency organized by and existing under the laws of the Republic of the Philippines, represented in this agreement by **HON. STRIKE B. REVILLA**, with office address at Molino Blvd., Bacoor, Cavite, hereinafter referred to as **LGU BACOR**;

*[Handwritten signature]*

**THE BARANGAY CAPTAIN OF BRGY. MAMBOG I, BACOR CITY, CAVITE**, a government agency organized by and existing under the laws of the Republic of the Philippines, represented in this agreement by **HON. NARCISO N. DE GUZMAN**, Punong Barangay, with office address at Brgy. Mambog I, Bacoor City, Cavite, hereinafter referred to as **BARANGAY CAPTAIN**.

- and -

*[Handwritten signature]*

**DALEBO CONSTRUCTION AND GENERAL MERCHANDISE** with principal address at Bik 5 Lot 12 Mangga St., Glowing Field Subd. Brgy. Sahud Ulan, Tanza, Cavite, represented by its General Manager **ENGR. DANTE L. BOBADILLA** and hereinafter called the **GENERAL MANAGER**.

*[Handwritten signature]*

DENR-EMB CALABARZON, LGU BACOR, BARANGAY CAPTAIN, and GENERAL MANAGER shall be collectively referred to as "**Parties**".

**WITNESSETH**

*[Handwritten signature]*

**WHEREAS**, Section 16, Article II of the Philippine Constitution provides that "the State shall protect and advance the right of the people to a balanced and healthful ecology in accord with rhythm and harmony of nature";

**WHEREAS**, Section 2, Article XII of the same Philippine Constitution provides that "All lands of the public domain, waters, minerals, coal, petroleum and other mineral oils, all forces of potential energy, fisheries, forest or timber, wildlife, flora and fauna, and other natural resources are owned by the State...";

**WHEREAS**, Executive Order No. 192, mandates the Department of Environment and Natural Resources (DENR) as the primary government agency responsible for the sustainable management and development of the country's natural resources;

**WHEREAS**, Section 2 (a) 7 (f), Chapter 1 of RA 9003 otherwise known as the Ecological Solid Waste Management Act of 2000 provides that, as part of the Declaration of Policy, (a) "to

*[Handwritten signature]*





ensure the protection of the public health and environment, and (f) "encourage greater participation in solid waste management";

**WHEREAS**, Republic Act 9275 provides for the abatement and control of pollution from land-based sources and lays down water quality standards and regulations. The Act shall apply to water quality management in all waterbodies: fresh, brackish, and marine waters;

**WHEREAS**, Pursuant to Section 20 of the Philippine Clean Water Act of 2004 (RA 9275) and Rule 20 of its Implementing Rules and Regulations (DAO 2005-10), Local Government Units shall share the responsibility in the management and improvement of water quality within territorial jurisdiction;

**WHEREAS**, Pursuant to Section 21 of the Clean Water Act of 2004 (RA 9275), Business and Industry in Environmental Management, the Department and the LGUs, in coordination with the appropriate government agencies, and in consultation with the business and industrial sectors including chambers of commerce, shall formulate appropriate incentives for the adoption of procedures that will preserve and protect our waterbodies through the introduction of innovative equipment and processes that reduce if not totally eliminate the discharge of pollutants into our waterbodies;

**WHEREAS**, the policies implemented and regulatory efforts undertaken by the Government need to be harmonized and strengthened in coping with the adverse environmental consequences of development projects and improper waste disposal, insofar as their adverse effect on our water bodies and creek/river is concerned;

**WHEREAS**, per Supreme Court Continuing Mandamus Order dated December 18, 2008, defendant government agencies are directed to clean up, and rehabilitate waterways leading to Manila Bay, to restore and maintain its waters to SB level (Class SB Sea water classification under DAO 90-34) to make them fit for swimming, skin diving and other form of contact recreation;


**WHEREAS**, the parties have recognized the beneficial and shared responsibility in undertaking the successful implementation of the Operational Plan for Manila Bay Coastal Strategy (OPBMCS), which aims to clean up water bodies leading to Manila Bay;

**WHEREAS**, the Local Government Unit of Bacoor, Cavite and Barangay Council of Brgy. Mambog I, Bacoor City, Cavite, has committed to working hand-in-hand with the DENR-EMB in its environmental protection activities by directly participating in protecting the installed trash trap against all forms of activities that may contribute to its degradation along the **Imus River**, located at **Brgy. Mambog I, Bacoor City, Cavite**;




**NOW THEREFORE**, for and in consideration of the mutual covenant hereinafter set forth, the parties have agreed, as they hereby agreed, on the following:

## A. RESPONSIBILITIES OF THE PARTIES



### I. DENR-EMB CALABARZON Region shall:

- 
1. Jointly monitor the installed trash trap with the LGUs;
  2. Maintain its jurisdiction and supervision over the installed trash trap with the Local Government Unit of Bacoor, Cavite;
  3. Participate in the cleanup activities during Environmental events, i.e., World Water Day, National Clean Up Month/Coastal Clean-up, and Philippine Environment Month;
  4. Submit the report on the status of the installed trash trap at MBCO - Central Office; and
  5. Provide technical assistance in preparing the IEC materials on RA 9003, RA 9275, and other related laws.




### II. CITY GOVERNMENT OF BACOOR shall:

- 
- 
- 
1. Jointly monitor the installed trash trap with the DENR-EMB CALABARZON Region;
  2. Oversee and assist the Barangay in protecting and maintaining the installed trash trap, including collecting, handling, and properly disposing of the trapped wastes.
  3. Participate in the cleanup activities during Environmental events, i.e., World Water Day, National Clean Up Month/Coastal Clean-up, and Philippine Environment Month; and
  4. Install billboard signs facing the road to inform the general public within thirty (30) days from the signing of this MOA, containing a message on raising awareness about the devastating impact of plastic waste on bodies of water.

### III. BARANGAY COUNCIL OF BRGY. MAMBOG I, BACOOR CITY, CAVITE shall:

- 
- 
1. Participate in the cleanup activities during Environmental events, i.e., World Water Day, National Clean Up Month/Coastal Clean-up, and Philippine Environment Month
  2. Be responsible for the protection and maintenance of the installed trash trap including the collection, handling, and proper disposal of the trapped wastes;
  3. Pass an Ordinance for the protection of the newly installed trash trap from man-made destruction; and
  4. Install CCTV cameras along the road at various vantage points of the installed trash trap for monitoring and surveillance to stop people from dumping the garbage.

### IV. DALEBO CONSTRUCTION AND GENERAL MERCHANDIZE shall:

- 
- 
- 
1. Donate one (1) unit of pulley to Barangay Mambog I, Bacoor City, Cavite, for the opening and closing of the collapsible trash trap to allow solid waste to lift more easily; and
  2. Provide one (1) year service warranty to the installed trash trap.

## B. REPORTING REQUIREMENTS

The City Environment Service Department (CESD) of Bacoor and the Environmental Focal Person from the Barangay Council of Barangay Dulong Bayan, Bacoor City, Cavite shall submit a status report of the implementation to the Office of the DENR-EMB CALABARZON quarterly.




## C. AMENDMENTS

This Agreement may be revised, amended, or modified by the Parties only through written instrument duly executed and signed by the Parties but not later than the end of the validity of this agreement.



## D. EFFECTIVITY


This Memorandum of Agreement shall take effect upon the signature of all the Parties hereto and shall remain enforced and binding, subject to review every three years, until otherwise revised, amended, or revoked.



Provided that, after one (1) year from the date of effectivity of this MOA, the DENR – EMB shall donate the aforementioned pulley and trash trap to the LGU concerned through a deed of donation

## E. TERMINATION

This Agreement shall be terminated under the following instances;


- 
- a. Upon mutual agreement of all parties; and
  - b. Upon all valid causes for a termination of contract, with notice to all parties.

Upon such termination, no party shall have any further obligations or liabilities hereunder; provided, however, that such termination shall not relieve any party from liability for any breach of this Agreement prior to such termination.



## F. COOPERATION AND MUTUAL CONSULTATIONS

It is understood that all the Parties shall conduct periodic consultations regarding the project implementation and, in the spirit of cooperation, endeavor to resolve any dispute arising out of this Agreement through mutual agreement. In case of disagreement, the same shall be resolved by mutual consultations between all the Parties.



**MEMORANDUM OF AGREEMENT**

*Trash Trap, Inna River*

*Brgy. Mambog I, Bacoor, Cavite*

**Page 4 of 6**



IN WITNESS WHEREOF, the Parties have hereunto set their hands OCT 21 2024 of  
2024 at CSJDM, BULACAN Philippines.

For DENR-EMB CALABARZON:

**ROBERT ANGELO M. METIN**  
Regional Director

For LGU BACCOOR:

**HON. STRIKE B. REVILLA**  
City Mayor

For BARANGAY MAMBOG I:

**HON. NARCISO N. DE GUZMAN**  
Barangay Captain

For DALEBO CONSTRUCTION:

**ENGR. DANTE L. BOBADILLA**  
General Manager

WITNESSES:

**ENGR. CARTER O. DABA**  
OIC, EMB  
DENR-EMB CALABARZON

**FOR. GIRLIESINA E. SEBARILLO**  
OIC, AMTSS  
DENR-EMB CALABARZON

**ROLANDO R. VOCALAN**  
CESD Officer  
City of Bacoor

**FLORANTE B. LAURETA**  
Brgy. Committee on Environment  
Barangay Councilor



**ACKNOWLEDGMENT**

Republic of the Philippines)  
PSJOM BULAGAN ) S.S

BEFORE ME, this 21 day of OCT 2024 at PSJOM BULAGAN, personally appeared the following:

Name	ID No.	Date/Place Issued
Robert Angelo M. Metin	PHILID 6395-0432-3649-0540	September 02, 2022
Hon. Strike B. Revilla	CEM-006-0009-687-9	BACOOR, CAVITE
Hon. Narciso N. De Guzman	PHILID 6395-0432-3649-0540	November 17, 2022
Dante L. Bobadilla	PHILID 6395-0432-3649-0540	September 11, 2019
Carter O. Daba	PHILID 6395-0432-3649-0540	March 22, 2019
Giriesina E. Sebarillo	Company ID 000001-005	March 19, 2020
Rolando R. Vocalan	PHILID 6395-0432-3649-0540	January 17, 2019
Florante B. Laureta	PHILID 6395-0432-3649-0540	February 13, 2023

Known to me to be the same person who executed the foregoing instrument, and they acknowledge to me the same is their free and voluntary act or deed.

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

**NOTARY PUBLIC**

Doc. No. 444  
 Page No. 84  
 Book No. 17  
 Series of 2024.



A circular notary seal with a signature across it. The seal contains the text 'NOTARY PUBLIC' and other details that are partially obscured by the signature.



**MEMORANDUM OF AGREEMENT**  
**For the Protection and Conservation of the Installed Trash Trap at Mestizo River,**  
**Barangay Poblacion, Bacoor City, Cavite**

**KNOW ALL MEN BY THESE PRESENTS:**

*[Signature]*  
 This MEMORANDUM OF AGREEMENT ("Agreement") made and entered into this  
 OCT 21 2024 at CSJDM, BAYAN and between:

*[Signature]*  
**THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES**  
 (DENR) - Environmental Management Bureau (EMB), represented in this agreement by Regional  
 Director, **ROBERT ANGELO M. METIN**, with office address at 4<sup>th</sup> floor, Tower 2, PITX,  
 Tambo, Parañaque City, Metro Manila, hereinafter referred to as the **DENR-EMB**  
**CALABARZON**;

**THE CITY GOVERNMENT OF BACOOOR, CAVITE**, a government agency organized  
 by and existing under the laws of the Republic of the Philippines, represented in this agreement by  
**HON. STRIKE B. REVILLA**, with office address at Molino Blvd., Bacoor, Cavite, hereinafter  
 referred to as **LGU BACOOOR**;

*[Signature]*  
**THE BARANGAY CAPTAIN OF BRGY. POBLACION, BACOOOR CITY,**  
**CAVITE**, a government agency organized by and existing under the laws of the Republic of the  
 Philippines, represented in this agreement by **HON. RANDY C. FRANCISCO**, Punong  
 Barangay, with office address at Brgy. Poblacion, Bacoor City, Cavite, hereinafter referred to as  
**BARANGAY CAPTAIN**.

- and -

*[Signature]*  
**DALEBO CONSTRUCTION AND GENERAL MERCHANDIZE** with principal  
 address at Bik 5 Lot 12 Mangga St., Glowing Field Subd. Brgy. Sahud Ulan, Tanza, Cavite,  
 represented by its General Manager **ENGR. DANTE L. BOBADILLA** and hereinafter called the  
**GENERAL MANAGER**.

DENR-EMB CALABARZON, LGU BACOOOR, BARANGAY CAPTAIN, and  
 GENERAL MANAGER shall be collectively referred to as "**Parties**".

**WITNESSETH**

*[Signature]*  
**WHEREAS**, Section 16, Article II of the Philippine Constitution provides that "the State  
 shall protect and advance the right of the people to a balanced and healthful ecology in accord with  
 rhythm and harmony of nature";

**WHEREAS**, Section 2, Article XII of the same Philippine Constitution provides that "All  
 lands of the public domain, waters, minerals, coal, petroleum and other mineral oils, all forces of  
 potential energy, fisheries, forest or timber, wildlife, flora and fauna, and other natural resources  
 are owned by the State...";

*[Signature]*  
**WHEREAS**, Executive Order No. 192, mandates the Department of Environment and  
 Natural Resources (DENR) as the primary government agency responsible for the sustainable  
 management and development of the country's natural resources;

*[Signature]*  
**WHEREAS**, Section 2 (a) 7 (f), Chapter 1 of RA 9003 otherwise known as the Ecological  
 Solid Waste Management Act of 2000 provides that, as part of the Declaration of Policy, (a) "to

*[Signature]*





ensure the protection of the public health and environment, and (f) "encourage greater participation in solid waste management";

**WHEREAS**, Republic Act 9275 provides for the abatement and control of pollution from land-based sources and lays down water quality standards and regulations. The Act shall apply to water quality management in all waterbodies: fresh, brackish, and marine waters;

**WHEREAS**, Pursuant to Section 20 of the Philippine Clean Water Act of 2004 (RA 9275) and Rule 20 of its Implementing Rules and Regulations (DAO 2005-10), Local Government Units shall share the responsibility in the management and improvement of water quality within territorial jurisdiction;

**WHEREAS**, Pursuant to Section 2 of the Clean Water Act of 2004 (RA 9275), Business and Industry in Environmental Management, the Department and the LGUs, in coordination with the appropriate government agencies, and in consultation with the business and industrial sectors including chambers of commerce, shall formulate appropriate incentives for the adoption of procedures that will preserve and protect our waterbodies through the introduction of innovative equipment and processes that reduce if not totally eliminate the discharge of pollutants into our waterbodies;

**WHEREAS**, the policies implemented, and regulatory efforts undertaken by the Government need to be harmonized and strengthened in coping with the adverse environmental consequences of development projects and improper waste disposal, insofar as their adverse effect on our water bodies and creek/ rivers is concerned;

**WHEREAS**, per Supreme Court Continuing Mandamus Order dated December 18, 2008, defendant government agencies are directed to clean up, and rehabilitate waterways leading to Manila Bay, to restore and maintain its waters to SB level (Class SB Sea water classification under DAO 90-34) to make them fit for swimming, skin diving and other form of contact recreation;

**WHEREAS**, the parties have recognized the beneficial and shared responsibility in undertaking the successful implementation of the Operational Plan for Manila Bay Coastal Strategy (OPBMCS) which aims to clean-up water bodies leading to Manila Bay;

**WHEREAS**, the Local Government Unit of Bacoor, Cavite and Barangay Council of Brgy. Poblacion, Bacoor City, Cavite, has committed to working hand-in-hand with the DENR-EMB in its environmental protection activities by their directly participating in protecting the installed trash trap against all forms of activities that may contribute to its degradation along the **Mestizo River**, located at **Brgy. Poblacion, Bacoor City, Cavite**;

**NOW THEREFORE**, for and in consideration of mutual covenant hereinafter set forth, the parties have agreed, as they hereby agreed on the following:

#### **A. RESPONSIBILITIES OF THE PARTIES**

##### **I. DENR-EMB CALABARZON Region shall:**

1. Jointly monitor the installed trash trap with the LGUs;
2. Maintain its jurisdiction and supervision over the installed trash trap with the Local Government Unit of Bacoor, Cavite;
3. Participate in the cleanup activities during Environmental events, i.e., World Water Day, National Clean Up Month/Coastal Clean-up, and Philippine Environment Month;

4. Submit report on the status of the installed trash trap at MBCO - Central Office; and
5. Provide technical assistance in preparing the IEC materials on RA 9003, RA 9275, and other related laws.

## II. CITY GOVERNMENT OF BACOR shall:

1. Jointly monitor the installed trash trap with the DENR-EMB CALABARZON Region;
2. Oversee and assist the Barangay in protecting and maintaining the installed trash trap, including collecting, handling, and properly disposing the trapped wastes.
3. Participate in the cleanup activities during Environmental events i.e., World Water Day, National Clean Up Month/Coastal Clean-up, and Philippine Environment Month; and
4. Install billboard signs facing the road to inform the general public within thirty (30) days from the signing of this MOA, containing a message on raising awareness about the devastating impact of plastic waste on bodies of water.

## III. BARANGAY COUNCIL OF BRGY. POBLACION, BACOR CITY, CAVITE shall:

1. Participate in the cleanup activities during Environmental events, i.e., World Water Day, National Clean Up Month/Coastal Clean-up, and Philippine Environment Month
2. Be responsible for the protection and maintenance of the installed trash trap including the collection, handling, and proper disposal of the trapped wastes;
3. Pass an Ordinance for the protection of the newly installed trash trap from man-made destruction; and
4. Install CCTV cameras along the road at various vantage points of the installed trash trap for monitoring and surveillance to stop people from dumping the garbage.

## IV. DALEBO CONSTRUCTION AND GENERAL MERCHANDIZE shall:

1. Donate one (1) unit of pulley to Barangay Poblacion, Bacoor City, Cavite for the opening and closing of the collapsible trash trap to allow solid waste to lift more easily; and
2. Provide one (1) year service warranty to the installed trash trap.

## B. REPORTING REQUIREMENTS

The City Environment Service Department (CESD) of Bacoor and the Environmental Focal Person from the Barangay Council of Barangay Poblacion, Bacoor City, Cavite shall submit a status report of the implementation to the Office of the DENR-EMB CALABARZON quarterly.

## C. AMENDMENTS

This Agreement may be revised, amended or modified by the Parties only through written instrument duly executed and signed by the Parties but not later than the end of the validity of this agreement.



#### D. EFFECTIVITY

This Memorandum of Agreement shall take effect upon the signature of all the Parties hereto and shall remain enforced and binding, subject to review every three years, until otherwise revised, amended, or revoked.

Provided that, after one (1) year from the date of effectivity of this MOA, the DENR – EMB shall donate the aforementioned pulley and trash trap to the LGU concerned through a deed of donation

#### E. TERMINATION

This Agreement shall be terminated under the following instances;

- a. Upon mutual agreement of all parties; and
- b. Upon all valid causes for a termination of contract, with notice to all parties.

Upon such termination, no party shall have any further obligations or liabilities hereunder; provided, however, that such termination shall not relieve any party from liability for any breach of this Agreement prior to such termination.

#### F. COOPERATION AND MUTUAL CONSULTATIONS

It is understood that all the Parties shall conduct periodic consultations regarding the project implementation and, in the spirit of cooperation, endeavor to resolve any dispute arising out of this Agreement through mutual agreement. In case of disagreement, the same shall be resolved by mutual consultations between all the Parties.

IN WITNESS WHEREOF, the Parties have hereunto set their hands on this OCT 21 2024 day of \_\_\_\_\_ 2024 at CSJDM, BULACAN, Philippines.

For DENR-EMB CALABARZON:

  
ROBERT ANGELO M. METIN  
Regional Director

For LGU BACOR:

  
HON. STRIKE B. REVILLA  
City Mayor


For BARANGAY POBLACION:

  
HON. SANDY C. FRANCISCO  
Barangay Captain

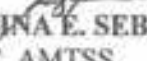
For DALEBO CONSTRUCTION:

  
ENGR. DANTE L. BOBADILLA  
General Manager


WITNESSES:




ENGR. CARTER O. DABA  
OIC, EMB  
DENR-EMB CALABARZON



FOR. GIRLIESINA E. SEBARILLO  
OIC, AMTSS  
DENR-EMB CALABARZON



ROLANDO R. VOCALAN  
CESD Officer  
City of Bacoor



ZOSIMO N. MENDOZA  
Brgy. Committee on Environment  
Barangay Councilor





ACKNOWLEDGMENT

Republic of the Philippines)  
C.S.JOM. BULACAN) S.S

BEFORE ME, this 21 day of OCT 2024 at C.S.JOM. BULACAN, personally appeared the following:

Name	ID No.	Date/Place Issued
Robert Angelo M. Metin	PHIL ID 6195-0478-5649-0540	September 02, 2018
Hon. Strike B. Revilla	PHIL ID 624-006-0009-0703-9	Bulacan Govt
Hon. Randy C. Francisco	Barangay ID No - 80-3101	Brgy. Poblacion, Bulacan, Cavite
Dante L. Bobadilla	PHIL ID 111-113-115-014-000	September 11, 2017
Carter O. Daba	PHIL ID 801-03-09828	March 24, 2019
Girlesina E. Sebarillo	Company ID 10 21048-08	March 12, 2020
Rolando R. Vocalan	PHIL ID 08-13-00419	January 11, 2018
Zosimo N. Mendoza	PHIL ID 10 4734	February 19, 2016

Known to me to be the same person who executed the foregoing instrument, and they acknowledge to me the same is their free and voluntary act or deed.

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

NOTARY PUBLIC

*[Handwritten Signature]*

ULC  
NOTARY PUBLIC  
18-10-1  
199, 10/10/2024  
154, 10/10/2024  
10/10/2024  
10/10/2024  
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10/10/2024

Doc. No. 42  
Page No. 84  
Book No. 11  
Series of 2024.

*[Handwritten signatures and initials on the left margin]*

*[Handwritten signature in blue ink]*



**MEMORANDUM OF AGREEMENT**  
**For the Protection and Conservation of the Installed Trash Trap at Imus River,**  
**Barangay Habay II, Bacoor City, Cavite**

**KNOW ALL MEN BY THESE PRESENTS:**

*10* **OCT 21 2024** This MEMORANDUM OF AGREEMENT ("Agreement") made and entered into this 2024 at CSJDM, BULACAN, by and between:

*[Signature]*  
**THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES** (DENR) - Environmental Management Bureau (EMB), represented in this agreement by Regional Director, **ROBERT ANGELO M. METIN**, with office address at 4th floor, Tower 2, PITX, Tambo, Parañaque City, Metro Manila, hereinafter referred to as the **DENR-EMB CALABARZON**;

*[Signature]*  
**THE CITY GOVERNMENT OF BACOOR, CAVITE**, a government agency organized by and existing under the laws of the Republic of the Philippines, represented in this agreement by **HON. STRIKE B. REVILLA**, with office address at Molino Blvd., Bacoor, Cavite, hereinafter referred to as **LGU BACOOR**;

*[Signature]*  
**THE BARANGAY CAPTAIN OF BRGY. HABAY II, BACOOR CITY, CAVITE**, a government agency organized by and existing under the laws of the Republic of the Philippines, represented in this agreement by **HON. MA. ELIZA BAUTISTA-QUERIJERO**, Punong Barangay, with office address at Brgy. Habay II, Bacoor City, Cavite, hereinafter referred to as **BARANGAY CAPTAIN**.

- and -

*[Signature]*  
**DALEBO CONSTRUCTION AND GENERAL MERCHANDIZE** with principal address at Bik 5 Lot 12 Mangga St., Glowing Field Subd. Brgy. Sahud Ulan, Tanza, Cavite, represented by its General Manager **ENGR. DANTE L. BOBADILLA** and hereinafter called the **GENERAL MANAGER**.

*[Signature]*  
 DENR-EMB CALABARZON, LGU BACOOR, BARANGAY CAPTAIN, and GENERAL MANAGER shall be collectively referred to as "**Parties**".

**WITNESSETH**

*[Signature]*  
**WHEREAS**, Section 16, Article II of the Philippine Constitution provides that "the State shall protect and advance the right of the people to a balanced and healthful ecology in accord with rhythm and harmony of nature";

*[Signature]*  
**WHEREAS**, Section 2, Article XII of the same Philippine Constitution provides that "All lands of the public domain, waters, minerals, coal, petroleum and other mineral oils, all forces of potential energy, fisheries, forest or timber, wildlife, flora and fauna, and other natural resources are owned by the State...";

*[Signature]*  
**WHEREAS**, Executive Order No. 192, mandates the Department of Environment and Natural Resources (DENR) as the primary government agency responsible for the sustainable management and development of the country's natural resources;

*[Signature]*  
**WHEREAS**, Section 2 (a) 7 (f), Chapter 1 of RA 9003 otherwise known as the Ecological Solid Waste Management Act of 2000 provides that, as part of the Declaration of Policy, (a) "to

*[Signature]*



ensure the protection of the public health and environment, and (f) "encourage greater participation in solid waste management";

**WHEREAS**, Republic Act 9275 provides for the abatement and control of pollution from land-based sources and lays down water quality standards and regulations. The Act shall apply to water quality management in all waterbodies: fresh, brackish, and marine waters;

**WHEREAS**, Pursuant to Section 20 of the Philippine Clean Water Act of 2004 (RA 9275) and Rule 20 of its Implementing Rules and Regulations (DAO 2005-10), Local Government Units shall share the responsibility in the management and improvement of water quality within territorial jurisdiction;

**WHEREAS**, Pursuant to Section 21 of the Clean Water Act of 2004 (RA 9275), Business and Industry in Environmental Management, the Department and the LGUs, in coordination with the appropriate government agencies, and in consultation with the business and industrial sectors including chambers of commerce, shall formulate appropriate incentives for the adoption of procedures that will preserve and protect our waterbodies through the introduction of innovative equipment and processes that reduce if not totally eliminate the discharge of pollutants into our waterbodies;

**WHEREAS**, the policies implemented, and regulatory efforts undertaken by the Government need to be harmonized and strengthened in coping with the adverse environmental consequences of development projects and improper waste disposal, insofar as their adverse effect on our water bodies and creek/ rivers is concerned;

**WHEREAS**, per Supreme Court Continuing Mandamus Order dated December 18, 2008, defendant government agencies are directed to clean up, and rehabilitate waterways leading to Manila Bay, to restore and maintain its waters to SB level (Class SB Sea water classification under DAO 90-34) to make them fit for swimming, skin diving and other form of contact recreation;

**WHEREAS**, the parties have recognized the beneficial and shared responsibility in undertaking in the successful implementation of the Operational Plan for Manila Bay Coastal Strategy (OPBMCS) which aims to clean-up water bodies leading to Manila Bay;


**WHEREAS**, the Local Government Unit of Bacoor, Cavite and Barangay Council of Brgy. Habay II, Bacoor City, Cavite has committed to working hand-in-hand with the DENR-EMB in its environmental protection activities by directly participating in protecting the installed trash trap against all forms of activities that may contribute to its degradation along the **Imus River**, located at **Brgy. Habay II, Bacoor City, Cavite**;

**NOW THEREFORE**, for and in consideration of the mutual covenant hereinafter set forth, the parties have agreed, as they hereby agreed on the following:






## A. RESPONSIBILITIES OF THE PARTIES



### I. DENR-EMB CALABARZON Region shall:

- 
1. Jointly monitor the installed trash trap with the LGUs;
  2. Maintain its jurisdiction and supervision over the installed trash trap with the Local Government Unit of Bacoor, Cavite;
  3. Participate in the cleanup activities during Environmental events, i.e., World Water Day, National Clean Up Month/Coastal Clean-up, and Philippine Environment Month;
  4. Submit the report on the status of the installed trash trap at MBCO - Central Office; and
  5. Provide technical assistance in preparing the IEC materials on RA 9003, RA 9275, and other related laws.




### II. CITY GOVERNMENT OF BACCOOR shall:

- 
- 
- 
1. Jointly monitor the installed trash trap with the DENR-EMB CALABARZON Region;
  2. Oversee and assist the Barangay in protecting and maintaining the installed trash trap, including collecting, handling, and properly disposing the trapped wastes.
  3. Participate in the cleanup activities during Environmental events, i.e., World Water Day, National Clean Up Month/Coastal Clean-up, and Philippine Environment Month; and
  4. Install billboard signs facing the road to inform the general public within thirty (30) days from the signing of this MOA containing a message on raising awareness about the devastating impact of plastic waste on the bodies of water.

### III. BARANGAY COUNCIL OF BRGY. HABAY II, BACCOOR CITY, CAVITE shall:

- 
- 
1. Participate in the cleanup activities during Environmental events, i.e., World Water Day, National Clean Up Month/Coastal Clean-up, and Philippine Environment Month
  2. Be responsible for the protection and maintenance of the installed trash trap including the collection, handling, and proper disposal of the trapped wastes;
  3. Pass an Ordinance for the protection of the newly installed trash trap from man-made destruction; and
  4. Install CCTV cameras along the road at various vantage points of the installed trash trap for monitoring and surveillance to stop people from dumping the garbage.

### IV. DALEBO CONSTRUCTION AND GENERAL MERCHANDIZE shall:

- 
- 
- 
1. Donate one (1) unit of pulley to Barangay Habay II, Bacoor City, Cavite for the opening and closing of the collapsible trash trap to allow solid waste to lift more easily; and
  2. Provide one (1) year service warranty to the installed trash trap.

## B. REPORTING REQUIREMENTS

The City Environment Service Department (CESD) of Bacoor and the Environmental Focal Person from the Barangay Council of Barangay Habay II, Bacoor City, Cavite shall submit a status report of the implementation to the Office of the DENR-EMB CALABARZON quarterly.

## C. AMENDMENTS

This Agreement may be revised, amended or modified by the Parties only through written instrument duly executed and signed by the Parties but not later than the end of the validity of this agreement.

## D. EFFECTIVITY

This Memorandum of Agreement shall take effect upon the signature of all the Parties hereto and shall remain enforced and binding, subject to review every three years until otherwise revised, amended, or revoked.

Provided that, after one (1) year from the date of effectivity of this MOA, the DENR – EMB shall donate the aforementioned pulley and trash trap to the LGU concerned through a deed of donation

## E. TERMINATION

This Agreement shall be terminated under the following instances;

- a. Upon mutual agreement of all parties; and
- b. Upon all valid causes for a termination of contract, with notice to all parties.

Upon such termination, no party shall have any further obligations or liabilities hereunder; provided, however, that such termination shall not relieve any party from liability for any breach of this Agreement prior to such termination.

## F. COOPERATION AND MUTUAL CONSULTATIONS

It is understood that all the Parties shall conduct periodic consultations regarding the project implementation and, in the spirit of cooperation, endeavor to resolve any dispute arising out of this Agreement through mutual agreement. In case of disagreement, the same shall be resolved by mutual consultations between all the Parties.

**MEMORANDUM OF AGREEMENT**

*Trash Trap, Imus River*

*Brgy. Habay II, Bacoor, Cavite*

**Page 4 of 6**

**MEMORANDUM OF AGREEMENT**

*Trash Trap, Imus River*

*Brgy. Habay II, Bacoor, Cavite*

**Page 5 of 6**

ACKNOWLEDGMENT

Republic of the Philippines)  
CSJOM, BULACAN S.S

BEFORE ME, this 21 day of OCT 21 2024 at CSJOM, BULACAN, personally appeared the following:

Name	ID No.	Date/Place Issued
Robert Angelo M. Metin	<u>PHILID 6205-0431-2640-0290</u>	<u>September 02, 2012</u>
Hon. Strike B. Revilla	<u>PH-006-0009-6107-9</u>	<u>Quezon, Cavite</u>
Hon. Ma. Eliza Bautista -Querijero	<u>PHILID 61010 001-20-000109</u>	<u>January 09, 2019</u>
Dante L. Bobadilla	<u>PH-006-0009-6107-9</u>	<u>September 11, 2015</u>
Carter O. Daba	<u>PHILID 61010 001-20-000109</u>	<u>March 28, 2019</u>
Girlesinn E. Sebarillo	<u>Company ID 110349-012</u>	<u>March 17, 2020</u>
Rolando R. Vocalan	<u>PHILID 61010 001-20-000109</u>	<u>January 11, 2019</u>
Mark Cristan L. Era	<u>Barangay ID NO- 0604407050 11363</u>	<u>Barangay Habay 2, Bacoor, Cavite</u>

Known to me to be the same person who executed the foregoing instrument, and they acknowledge to me the same is their free and voluntary act or deed.

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

NOTARY PUBLIC

Doc. No. 411  
Page No. 34  
Book No. 10  
Series of 2024.







**MEMORANDUM OF AGREEMENT**

**For the Protection and Conservation of the Installed Trash Trap at Habay Globe (Dulong Bayan Creek), Brgy. Dulong Bayan, Bacoor City, Cavite**

**KNOW ALL MEN BY THESE PRESENTS:**

OCT 21 2024 This MEMORANDUM OF AGREEMENT ("Agreement") made and entered into this 2024 at CSJDM, Bayan and between:

**THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES (DENR) - Environmental Management Bureau (EMB)**, represented in this agreement by Regional Director, **ROBERT ANGELO M. METIN**, with office address at 4th floor, Tower 2, PITX, Tanbo, Parañaque City, Metro Manila, hereinafter referred to as the **DENR-EMB CALABARZON**;

**THE CITY GOVERNMENT OF BACOR, CAVITE**, a government agency organized by and existing under the laws of the Republic of the Philippines, represented in this agreement by **HON. STRIKE B. REVILLA**, with office address at Molino Blvd., Bacoor, Cavite, hereinafter referred to as **LGU BACOR**;

**THE BARANGAY CAPTAIN OF BRGY. DULONG BAYAN, BACOR CITY, CAVITE**, a government agency organized by and existing under the laws of the Republic of the Philippines, represented in this agreement by **HON. JADE EMSON J. PALMA**, Punong Barangay, with office address at Brgy. Dulong Bayan, Bacoor City, Cavite, hereinafter referred to as **BARANGAY CAPTAIN**.

- and -

**DALEBO CONSTRUCTION AND GENERAL MERCHANDIZE** with principal address at Bik 5 Lot 12 Mangga St., Glowing Field Subd. Brgy. Sahud Ulan, Tanza, Cavite, represented by its General Manager **ENGR. DANTE L. BOBADILLA** and hereinafter called the **GENERAL MANAGER**.

DENR-EMB CALABARZON, LGU BACOR, BARANGAY CAPTAIN, and GENERAL MANAGER shall be collectively referred to as "**Parties**".

**WITNESSETH**

**WHEREAS**, Section 16, Article II of the Philippine Constitution provides that "the State shall protect and advance the right of the people to a balanced and healthful ecology in accord with rhythm and harmony of nature";

**WHEREAS**, Section 2, Article XII of the same Philippine Constitution provides that "All lands of the public domain, waters, minerals, coal, petroleum and other mineral oils, all forces of potential energy, fisheries, forest or timber, wildlife, flora and fauna, and other natural resources are owned by the State...";

**WHEREAS**, Executive Order No. 192, mandates the Department of Environment and Natural Resources (DENR) as the primary government agency responsible for the sustainable management and development of the country's natural resources;

**WHEREAS**, Section 2 (a) 7 (f), Chapter 1 of RA 9003 otherwise known as the Ecological Solid Waste Management Act of 2000 provides that, as part of the Declaration of Policy, (a) "to

*(Handwritten signature)*



*(Vertical handwritten signatures and initials on the left margin)*

*(Handwritten signature on the right margin)*

ensure the protection of the public health and environment, and (f) "encourage greater participation in solid waste management";

**WHEREAS**, Republic Act 9275 provides for the abatement and control of pollution from land-based sources and lays down water quality standards and regulations. The Act shall apply to water quality management in all waterbodies: fresh, brackish, and marine waters;

**WHEREAS**, Pursuant to Section 20 of the Philippine Clean Water Act of 2004 (RA 9275) and Rule 20 of its Implementing Rules and Regulations (DAO 2005-10), Local Government Units shall share the responsibility in the management and improvement of water quality within territorial jurisdiction;

**WHEREAS**, Pursuant to Section 21 of the Clean Water Act of 2004 (RA 9275), Business and Industry in Environmental Management, the Department and the LGUs, in coordination with the appropriate government agencies, and in consultation with the business and industrial sectors including chambers of commerce, shall formulate appropriate incentives for the adoption of procedures that will preserve and protect our waterbodies through the introduction of innovative equipment and processes that reduce if not totally eliminate the discharge of pollutants into our waterbodies;

**WHEREAS**, the policies implemented, and regulatory efforts undertaken by the Government need to be harmonized and strengthened in coping with the adverse environmental consequences of development projects and improper waste disposal, insofar as their adverse effect on our water bodies and creek/ rivers is concerned;

**WHEREAS**, per Supreme Court Continuing Mandamus Order dated December 18, 2008, defendant government agencies are directed to clean up, and rehabilitate waterways leading to Manila Bay, to restore and maintain its waters to SB level (Class SB Sea water classification under DAO 90-34) to make them fit for swimming, skin diving and other form of contact recreation;

**WHEREAS**, the parties have recognized the beneficial and shared responsibility in undertaking the successful implementation of the Operational Plan for Manila Bay Coastal Strategy (OPBMCS), which aims to clean-up water bodies leading to Manila Bay;

**WHEREAS**, the Local Government Unit of Bacoor, Cavite and Barangay Council of Brgy. Dulong Bayan, Bacoor City, Cavite has committed to working hand-in-hand with the DENR-EMB in its environmental protection activities by directly participating in protecting the installed trash trap against all forms of activities that may contribute to its degradation along the **Dulong Bayan Creek**, located at **Brgy. Dulong Bayan, Bacoor City, Cavite**;

**NOW THEREFORE**, for and in consideration of the mutual covenant hereinafter set forth, the parties have agreed, as they hereby agreed on the following:



**A. RESPONSIBILITIES OF THE PARTIES**

**I. DENR-EMB CALABARZON Region shall:**

1. Jointly monitor the installed trash trap with the LGUs;
2. Maintain its jurisdiction and supervision over the installed trash trap with the Local Government Unit of Bacoor, Cavite;
3. Participate in the cleanup activities during Environmental events, i.e., World Water Day, National Clean Up Month/Coastal Clean-up, and Philippine Environment Month;
4. Submit the report on the status of the installed trash trap at MBCO - Central Office; and
5. Provide technical assistance in preparing the IEC materials on RA 9003, RA 9275, and other related laws.

**II. CITY GOVERNMENT OF BACOOR shall:**

1. Jointly monitor the installed trash trap with the DENR-EMB CALABARZON Region;
2. Oversee and assist the Barangay in protecting and maintaining the installed trash trap including collecting, handling, and properly disposing the trapped wastes.
3. Participate in the cleanup activities during Environmental events, i.e., World Water Day, National Clean Up Month/Coastal Clean-up, and Philippine Environment Month; and
4. Install billboard signs facing the road to inform the general public within thirty (30) days from the signing of this MOA containing a message on raising awareness about the devastating impact of plastic waste on the bodies of water.

**III. BARANGAY COUNCIL OF BRGY. DULONG BAYAN, BACOOR CITY, CAVITE shall:**

1. Participate in the cleanup activities during Environmental events, i.e., World Water Day, National Clean Up Month/Coastal Clean-up, and Philippine Environment Month
2. Be responsible for the protection and maintenance of the installed trash trap including the collection, handling, and proper disposal of the trapped wastes;
3. Pass an Ordinance for the protection of the newly installed trash trap from man-made destruction; and
4. Install CCTV cameras along the road at various vantage points of the installed trash trap for monitoring and surveillance to stop people from dumping the garbage.

**IV. DALEBO CONSTRUCTION AND GENERAL MERCHANDIZE shall:**

1. Donate one (1) unit of pulley to Barangay Dulong Bayan, Bacoor City, Cavite for the opening and closing of the collapsible trash trap to allow solid waste to lift more easily; and
2. Provide one (1) year service warranty to the installed trash trap.



## B. REPORTING REQUIREMENTS

The City Environment Service Department (CESD) of Bacoor and the Environmental Focal Person from the Barangay Council of Barangay Dulong Bayan, Bacoor City, Cavite shall submit a status report of the implementation to the Office of the DENR-EMB CALABARZON quarterly.

## C. AMENDMENTS

This Agreement may be revised, amended or modified by the Parties only through written instrument duly executed and signed by the Parties but not later than the end of the validity of this agreement.

## D. EFFECTIVITY

This Memorandum of Agreement shall take effect upon the signature of all the Parties hereto and shall remain enforced and binding subject to review every three years until otherwise revised, amended, or revoked.

Provided that, after one (1) year from the date of effectivity of this MOA, the DENR – EMB shall donate the aforementioned pulley and trash trap to the LGU concerned through a deed of donation

## E. TERMINATION

This Agreement shall be terminated under the following instances;

- a. Upon mutual agreement of all parties; and
- b. Upon all valid causes for a termination of contract, with notice to all parties.

Upon such termination, no party shall have any further obligations or liabilities hereunder; provided, however, that such termination shall not relieve any party from liability for any breach of this Agreement prior to such termination.

## F. COOPERATION AND MUTUAL CONSULTATIONS

It is understood that all the Parties shall conduct periodic consultations regarding the project implementation and, in the spirit of cooperation, endeavor to resolve any dispute arising out of this Agreement through mutual agreement. In case of disagreement, the same shall be resolved by mutual consultations between all the Parties.

**MEMORANDUM OF AGREEMENT**

*Trash Trap, Dulong Bayan Creek  
Brgy. Dulong Bayan, Bacoor, Cavite*

Page 4 of 6

IN WITNESS WHEREOF, the Parties have hereunto set their hands OCT 21 2024 day of  
2024 at CSJDM, BULACAN, Philippines.

For DENR-EMB CALABARZON:

  
ROBERT ANGELO M. METIN  
Regional Director

For LGU BACOOR:

  
HON. STRIKE B. REVILLA  
City Mayor

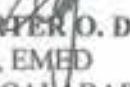
For BARANGAY DULONG BAYAN:

  
HON. JADE EMSON J. PALMA  
Barangay Captain


For DALEBO CONSTRUCTION:


  
ENGR. DANTE L. BOBADILLA  
General Manager

WITNESSES:

  
ENGR. CARTER O. DABA  
OIC, EMED  
DENR-EMB CALABARZON

  
FOR. GIRLIESINA E. SEBARILLO  
OIC, AMTSS  
DENR-EMB CALABARZON

  
ROLANDO R. VOCALAN  
CESD Officer  
City of Bacoor

  
MAURO ATENCIO  
Brgy. Committee on Environment  
Barangay Councilor

ACKNOWLEDGMENT

Republic of the Philippines)  
CSJDM, BULACAN ) S.S

BEFORE ME, this 21 day of OCT 2024 at CSJDM, BULACAN  
personally appeared the following:

Name	ID No.	Date/Place Issued
Robert Angelo M. Metin	PHILID 6395-0495-2649-0340	September 04, 2012
Hon. Strike B. Revilla	(PH 006-0009-6907-9	BACOOR, CAVITE
Hon. Jade Emson J. Palma	BARANGAY ID NO. 00110126106654	Brgy. Dulong Bayan, Bacoor, Cavite
Dante L. Bobadilla	PH 117-145-016-000	September 18, 2019
Carter O. Daba	DRIVER LICENSE 802-03-09401	March 25, 2019
Girlesina E. Sebarillo	CAMPBANG ID 00898-015	March 19, 2010
Rolando R. Vocalan	DRIVER LICENSE 802-03-09401	February 11, 2018
Mauro Atencio	DRIVER LICENSE 802-03-09401	January 19, 2019

Known to me to be the same person who executed the foregoing instrument, and they acknowledge to me the same is their free and voluntary act or deed.

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

NOTARY PUBLIC

Doc. No. 915  
Page No. 64  
Book No. 17  
Series of 2024.

*(Handwritten signature and notary seal area)*

*(Handwritten signature)*





**MEMORANDUM OF AGREEMENT**  
**For the Protection and Conservation of the Installed Trash Trap at Panapaan Creek,**  
**Barangay P.F. Espiritu I, Bacoor City, Cavite**

**KNOW ALL MEN BY THESE PRESENTS:**

This MEMORANDUM OF AGREEMENT ("Agreement") made and entered into this OCT 21 2024 at CRJDM BULACAN between:

**THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES (DENR) - Environmental Management Bureau (EMB),** represented in this agreement by Regional Director, **ROBERT ANGELO M. METIN**, with office address at 4<sup>th</sup> floor, Tower 2, PITX, Tambo, Parañaque City, Metro Manila, hereinafter referred to as the **DENR-EMB CALABARZON**;

**THE CITY GOVERNMENT OF BACOOOR, CAVITE,** a government agency organized by and existing under the laws of the Republic of the Philippines, represented in this agreement by **HON. STRIKE B. REVILLA**, with office address at Molino Blvd., Bacoor, Cavite, hereinafter referred to as **LGU BACOOOR**;

**THE BARANGAY CAPTAIN OF BRGY. P.F. ESPIRITU I, BACOOOR CITY, CAVITE,** a government agency organized by and existing under the laws of the Republic of the Philippines, represented in this agreement by **HON. MAY M. TORRIJOS**, Punong Barangay, with office address at Brgy. P.F. Espiritu I, Bacoor City, Cavite, hereinafter referred to as **BARANGAY CAPTAIN**.

- and -

**DALEBO CONSTRUCTION AND GENERAL MERCHANDIZE** with principal address at Bik 5 Lot 12 Mangga St., Glowing Field Subd. Brgy. Sahud Ulan, Tarza, Cavite, represented by its General Manager **ENGR. DANTE L. BOBADILLA** and hereinafter called the **GENERAL MANAGER**.

DENR-EMB CALABARZON, LGU BACOOOR, BARANGAY CAPTAIN, and GENERAL MANAGER shall be collectively referred to as "**Parties**".

**WITNESSETH**

**WHEREAS**, Section 16, Article II of the Philippine Constitution provides that "the State shall protect and advance the right of the people to a balanced and healthful ecology in accord with rhythm and harmony of nature";

**WHEREAS**, Section 2, Article XII of the same Philippine Constitution provides that "All lands of the public domain, waters, minerals, coal, petroleum and other mineral oils, all forces of potential energy, fisheries, forest or timber, wildlife, flora and fauna, and other natural resources are owned by the State...";

**WHEREAS**, Executive Order No. 192, mandates the Department of Environment and Natural Resources (DENR) as the primary government agency responsible for the sustainable management and development of the country's natural resources;



*(Handwritten notes and signatures on the left margin)*

WHEREAS, Section 2 (a) 7 (f), Chapter 1 of RA 9003 otherwise known as the Ecological Solid Waste Management Act of 2000 provides that, as part of the Declaration of Policy, (a) "to ensure the protection of the public health and environment, and (f) "encourage greater participation in solid waste management";

WHEREAS, Republic Act 9275 provides for the abatement and control of pollution from land-based sources and lays down water quality standards and regulations. The Act shall apply to water quality management in all waterbodies: fresh, brackish, and marine waters;

WHEREAS, Pursuant to Section 20 of the Philippine Clean Water Act of 2004 (RA 9275) and Rule 20 of its Implementing Rules and Regulations (DAO 2005-10), Local Government Units shall share the responsibility in the management and improvement of water quality within territorial jurisdiction;

WHEREAS, Pursuant to Section 21 of the Clean Water Act of 2004 (RA 9275), Business and Industry in Environmental Management, the Department and the LGUs, in coordination with the appropriate government agencies, and in consultation with the business and industrial sectors including chambers of commerce, shall formulate appropriate incentives for the adoption of procedures that will preserve and protect our waterbodies through the introduction of innovative equipment and processes that reduce if not totally eliminate the discharge of pollutants into our waterbodies;

WHEREAS, the policies implemented, and regulatory efforts undertaken by the Government need to be harmonized and strengthened in coping with the adverse environmental consequences of development projects and improper waste disposal, insofar as their adverse effect on our water bodies and creek/ rivers is concerned;

WHEREAS, per Supreme Court Continuing Mandamus Order dated December 18, 2008, defendant government agencies are directed to clean up, and rehabilitate waterways leading to Manila Bay, to restore and maintain its waters to SB level (Class SB Sea water classification under DAO 90-34) to make them fit for swimming, skin diving and other form of contact recreation;

WHEREAS, the parties have recognized the beneficial and shared responsibility in undertaking the successful implementation of the Operational Plan for Manila Bay Coastal Strategy (OPBMCS), which aims to clean-up water bodies leading to Manila Bay;

WHEREAS, the Local Government Unit of Bacoor, Cavite and Barangay Council of Brgy. P.F. Espiritu I, Bacoor City, Cavite has committed to working hand-in-hand with the DENR-EMB in its environmental protection activities by directly participating in protecting the installed trash trap against all forms of activities that may contribute to its degradation along the Panapaan Creek, located at Brgy. P.F. Espiritu I, Bacoor City, Cavite;

NOW THEREFORE, for and in consideration of the mutual covenant hereinafter set forth, the parties have agreed, as they hereby agreed on the following:



## A. RESPONSIBILITIES OF THE PARTIES

### I. DENR-EMB CALABARZON Region shall:

1. Jointly monitor the installed trash trap with the LGUs;
2. Maintain its jurisdiction and supervision over the installed trash trap with the Local Government Unit of Bacoor, Cavite;
3. Participate in the cleanup activities during Environmental events, i.e., World Water Day, National Clean Up Month/Coastal Clean-up, and Philippine Environment Month;
4. Submit the report on the status of the installed trash trap at MBCO - Central Office; and
5. Provide technical assistance in preparing the IEC materials on RA 9003, RA 9275, and other related laws.

### II. CITY GOVERNMENT OF BACOOR shall:

1. Jointly monitor the installed trash trap with the DENR-EMB CALABARZON Region;
2. Oversee and assist the Barangay in protecting and maintaining the installed trash trap including collecting, handling, and properly disposing the trapped wastes.
3. Participate in the cleanup activities during Environmental events, i.e., World Water Day, National Clean Up Month/Coastal Clean-up, and Philippine Environment Month; and
4. Install billboard signs facing the road to inform the general public within thirty (30) days from the signing of this MOA containing a message on raising awareness about the devastating impact of plastic waste on the bodies of water.

### III. BARANGAY COUNCIL OF BRGY. P.F. ESPIRITU I, BACOOR CITY, CAVITE shall:

1. Participate in the cleanup activities during Environmental events, i.e., World Water Day, National Clean Up Month/Coastal Clean-up, and Philippine Environment Month
2. Be responsible for the protection and maintenance of the installed trash trap including the collection, handling, and proper disposal of the trapped wastes;
3. Pass an Ordinance for the protection of the newly installed trash trap from man-made destruction; and
4. Install CCTV cameras along the road at various vantage points of the installed trash trap for monitoring and surveillance to stop people from dumping the garbage.

### IV. DALEBO CONSTRUCTION AND GENERAL MERCHANDIZE shall:

1. Donate one (1) unit of pulley to Barangay P.F. Espiritu I, Bacoor City, Cavite for the opening and closing of the collapsible trash trap to allow solid waste to lift more easily; and
2. Provide one (1) year service warranty to the installed trash trap.

MEMORANDUM OF AGREEMENT

Trash Trap, Panapaan Creek

Brgy. P.F. Espiritu I, Bacoor, Cavite

Page 3 of 6



## B. REPORTING REQUIREMENTS

The City Environment Service Department (CESD) of Bacoor and the Environmental Focal Person from the Barangay Council of Barangay P.F. Espiritu I, Bacoor City, Cavite shall submit a status report of the implementation to the Office of the DENR-EMB CALABARZON quarterly.

## C. AMENDMENTS

This Agreement may be revised, amended or modified by the Parties only through written instrument duly executed and signed by the Parties but not later than the end of the validity of this agreement.

## D. EFFECTIVITY

This Memorandum of Agreement shall take effect upon the signature of all the Parties hereto and shall remain enforced and binding subject to review every three years until otherwise revised, amended, or revoked.

Provided that, after one (1) year from the date of effectivity of this MOA, the DENR – EMB shall donate the aforementioned pulley and trash trap to the LGU concerned through a deed of donation

## E. TERMINATION

This Agreement shall be terminated under the following instances;

- a. Upon mutual agreement of all parties; and
- b. Upon all valid causes for a termination of contract, with notice to all parties.

Upon such termination, no party shall have any further obligations or liabilities hereunder; provided, however, that such termination shall not relieve any party from liability for any breach of this Agreement prior to such termination.

## F. COOPERATION AND MUTUAL CONSULTATIONS

It is understood that all the Parties shall conduct periodic consultations regarding the project implementation and, in the spirit of cooperation, endeavor to resolve any dispute arising out of this Agreement through mutual agreement. In case of disagreement, the same shall be resolved by mutual consultations between all the Parties.

IN WITNESS WHEREOF, the Parties have hereunto set their hands on this OCT 21 2024 day of  
2024 at CSJDM, BULACAN Philippines.

For DENR-EMB CALABARZON:

  
ROBERT ANGELO M. METIN  
Regional Director

For LGU BACOR:

  
HON. STRIKE B. REVILLA  
City Mayor

For BARANGAY P.F. ESPIRITU I:

  
HON. MAY M. TORRIJOS  
Barangay Captain

For DALEBO CONSTRUCTION:

  
ENGR. DANTE L. BOBADILLA  
General Manager

WITNESSES:

  
ENGR. CARTER O. DABA  
OIC, EMED  
DENR-EMB CALABARZON

  
FOR. GIRLIESINA E. SEBARILLO  
OIC, AMTSS  
DENR-EMB CALABARZON

  
ROLANDO R. VOCALAN  
CESD Officer  
City of Bacoor

  
CARLOS S. HERNANDEZ  
Brgy. Committee on Environment  
Barangay Councilor

