



Republic of the Philippines
Department of Environment and Natural Resources
ENVIRONMENTAL MANAGEMENT BUREAU
Regional Office No. VIII
DENR 8 Compound, Brgy. 2, Jones Extension, Tacloban City
Tele No: (053) 832-1088 / (053) 832-2319
Email Address: embr8_records@emb.gov.ph



March 16, 2022

MS. GINA S. GOC-ONG

Depot Manager
Jentec Storage Inc.
Brgy. Diit, Tacloban City, Leyte

ENVIRONMENTAL MANAGEMENT BUREAU
RELEASED BY:
DATE: 3/17/2022
TIME: 4:42pm

Dear **Ms. Goc-ong**,

Warmest Greetings!

We are furnishing your office a copy of the signed Memorandum of Agreement for your adopted Diit River located in Tacloban City, Leyte.

You may now continue to implement environmental improvements in coordination with the stakeholders as part of your responsibilities cited in the MOA.

Thank you very much for your support.

Respectfully yours,

ENGR. REYNALDO B. BARRA
OIC - Regional Director

MEMORANDUM OF AGREEMENT

This **MEMORANDUM OF AGREEMENT** (the "Agreement") on the **Adopt-an-Estero / Waterbody Program** is entered into on this 4th day of October 2021, by and between:

The **DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES- ENVIRONMENTAL MANAGEMENT BUREAU R8**, a government agency created by virtue of the laws of the Philippines, with office address at Brgy. 2 Jones St. Tacloban City, Leyte, represented by the OIC - Regional Director of EMB, Region 08, **ENGR. REYNALDO B. BARRA**, and hereinafter referred to as "EMB";

JENTEC STORAGE INC., a corporation duly organized and existing under the laws of the Philippines, with office address at Brgy 99 Diit, Maharlika Highway, Tacloban City, represented by Epiphany Joyce A. Maurillo, hereinafter referred to as "company,"

(collectively referred to herein as the "Parties", and individually, the "Party").

WITNESSETH, that:

WHEREAS, the Parties acknowledge that some of the water bodies in Diit, Tacloban City particularly the Diit **River**, have reached a deteriorated condition which the communities, even with government's help, can no longer address effectively without help from non-government sectors. Most of the rivers have become stagnant because of the volume of silt, wastes and other debris and have become a continuing threat to the health and safety of the riverside communities. The occurrence of diseases like dengue, acute gastro-enteritis (AGE) and soil transmitted helminthiasis (STH) continues to affect the health of estero residents, particularly the children;

WHEREAS, the DENR, being mandated to be the primary agency responsible for the conservation, management, development, and proper use of the country's environment and natural resources has several offices that will focus in carrying out the said mandate in their respective areas;

WHEREAS, the Environmental Management Bureau (EMB) is one of the bureaus of the DENR mandated to restore, protect and enhance environmental quality towards good public health, environmental integrity and economic viability and implement several environment-related laws;

WHEREAS, the EMB, recognizes the significant role of public and private sectors and community partnership in achieving a cleaner, safer, and healthier metropolitan environment;


WHEREAS, JENTEC STORAGE INC is a private corporation in DIIT, TACLOBAN CITY;

WHEREAS, JENTEC STORAGE INC as part of its Corporate Social Responsibility Program, desires to assist the government agencies in the environmental improvement of the Diit **River**, an important body of water which runs through several barangays in Diit, Tacloban City;




WHEREAS, the Parties recognizing the value of working together and uniting to provide a healthy, clean and safe environment, acknowledge and agree to pursue the environmental improvement of the Diit River, in accordance with this agreement;

NOW THEREFORE, for and in consideration of the foregoing premises and the herein-below provisions, the Parties hereby agree and stipulate the following:

A. GENERAL UNDERTAKINGS

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1. The Parties agree to develop a comprehensive program intended to reduce pollution at the Diit River
 2. The Parties agree to coordinate with each other during the term of this Agreement and participate in regular planning and implementation meetings with the view of (a) reviewing and evaluating the implementation of the Program in the Pilot Site; (b) exploring the possible extension of the Pilot Site; and/or (c) replication of the relevant activities conducted in the Pilot Site in other portions of the Diit River
 3. During the effectivity of this Agreement, the Parties agree to determine the necessity of, and to the extent possible, plan for, dredging and desilting of the Diit River

B. RESPONSIBILITIES OF THE ENVIRONMENTAL MANAGEMENT BUREAU (EMB):

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1. Ensures that measures to be applied to reduce pollution at the Diit River are harmonized and consistent with the overall initiatives of the DENR in improving the quality of water bodies in the country;
 2. Technically assists in establishing the appropriate Materials Recovery Facilities and Solid Waste Management System in the concerned barangays;
 3. Through the EMB-Pollution Adjudication Board Secretariat, facilitate actions against violators of Republic Act No. 9003 (Ecological Solid Waste Management Act) and Republic Act No. 9275 (Clean Water Act);
 4. Assists in the conduct of community social preparation and other educational activities for key leaders and stake holder groups in the areas;
 5. Intensifies monitoring of industrial/commercial establishments, and undertake regular water quality monitoring of selected points within Diit River, to determine improvements in water quality; it shall also intensify actions against violators of R.A. 9275 within its jurisdiction;
 6. Undertakes other activities as required to meet the objectives, and would be in the best interest, of the Program.

C. RESPONSIBILITIES OF JENTEC STORAGE INC.

1. Within a period of one (1) month from execution of this Agreement, cause the immediate surface clean-up of, and installation of the recommended engineering solutions at the Pilot Site;
2. Assists in the information and education campaigns and community mobilization activities of the DENR-EMB and the concerned local government units, to foster harmonious relations with, and solicit the community participation, cooperation, and support, for the Program;
3. Assists the DENR-EMB in training community leaders in (a) solid waste management and (b) mobilizing their fellow residents to implement the Diit River Environmental Improvement Program, and
4. Coordinates with local government units, relevant government agencies, advocacy partners, potential corporate co-sponsors, and the affected communities in order to streamline efforts and ensure the smooth flow of the Program;
5. Plan for, and implement as may be necessary, dredging and desilting of the river.

D. REPRESENTATIONS AND WARRANTIES

1. The **EMB** represents and warrants that:
 - a. It has the requisite capacity to enter into, and perform all of, its undertakings under this Agreement and all transactions contemplated herein.
 - b. This Agreement and all other agreements and instruments contemplated hereby shall be legal, valid, and binding agreements.
 - c. The execution, delivery, and performance of this Agreement do not constitute a breach of, or a default under, or conflict with any national or local law, order, judgement, decree, rule or regulation of any court, arbitral tribunal or government agency, or any agreement or instrument to which it is a party or by which it is bound.
2. JENTEC STORAGE INC. represents and warrants that:
 - a. It is an association organized and existing in accordance with the laws of the Republic of the Philippines and has the requisite capacity to enter into and perform all of its undertakings under this Agreement and all transactions contemplated herein;
 - b. This Agreement and all other agreements and instruments contemplated hereby shall be legal, valid, and binding agreements.
 - c. The execution, delivery and performance of this Agreement do not constitute a breach of, or a default under, or conflict with any national

- c. The execution, delivery and performance of this Agreement do not constitute a breach of, or a default under, or conflict with any national or local law, order, judgement, decree, rule or regulation of any court, arbitral tribunal or government agency, or any agreement or instrument to which it is a party or by which it is bound.

E. REPORTING REQUIREMENTS

All Parties concerned shall submit monthly Status Report of implementation to the Office of the DENR Secretary through EMB-DENR Regional Office No.08.

F. MISCELLANEOUS

1. **TERM.** This Agreement may not be amended, modified, or terminated except by agreement in writing by both parties.
2. **AMENDMENT OF THE AGREEMENT.** The Parties herein shall not be precluded from amending this Agreement during the period of its validity upon the request of any of them on such terms and conditions as may be mutually agreed upon. Such modifications must be reduced to writing and signed by both Parties.
3. **MERGER AND SEVERABILITY.** The Agreement shall contain the entire agreement and understanding between the Parties with respect to the subject matter herein. The Agreement shall not be modified, amended, nor any part waived, without a fully executed agreement signed by both Parties. If a court of competent jurisdiction determines any portion of the Agreement to be invalid, such portion only shall be severed and the remaining portions of the Agreement shall remain in effect.

IN WITNESS WHEREOF, the parties have signed this Agreement on this
4th day of October 2021 at _____.

For EMB:

ENGR. REYNALDO B. BARRA
 OIC - Regional Director
 EMB Region 08

Gina S. Barrera

For the (Industry) :

Epiphany Joyce Manillo

Witnesses

MARIA CHONA CULIBAR

ACKNOWLEDGMENT

All known to me and to me known to be the same persons who executed the foregoing agreement and acknowledged to me that the same is their own free and voluntary act and deed, including that of the corporations they respectively represent.

This Agreement, which consists of five (5) pages, is signed by the parties and their witnesses on each and every page thereof.

IN WITNESS WHEREOF. I hereby set my hand and seal on the date and place first above written.

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Book No. XVH
Series of 2022

ATTY. KENNETH ERIC MEDAN A. DE VEYRA
NOTARY PUBLIC FOR TACLOBAN CITY
NOTARY PUBLIC
NOTARIAL COMMISSION NO. 2019-01-45 UNTIL DEC. 31, 2021 (per B.M. No. 31-95)
ROLL OF ATTORNEYS NO. 67385
IBP LIFETIME NO. 04-002; 06-07-17; LEYTE CHAPTER
PTR NO. 2018-10, 1-4-21 ALANG-ALANG LEYTE
MCLE COMP. NO. VI-000-788 VALID UNTIL 4-14-22
ATTY. DE VEYRA & ROSARIO LAW OFFICE
COR. P. BURGOS & JUAN LUNA STS. BRGY. 30, TACLOBAN CITY