



DEPARTMENT OF  
ENVIRONMENT AND  
NATURAL RESOURCES

DENR SPECIAL ORDER  
NO. 07  
Series of 1991

JAN 09 1991

**SUBJECT: Constituting a Special Action Team (SAT)  
and Amending DENR Special Order no. 846  
Series of 1990.**

In the interest of the service and pursuant to the Memorandum of Agreement between DENR and AFR dated 23 November 1990 and in support of the studies being undertaken by a World Bank Team regarding Environmental Survey and law enforcement, the following personnel are hereby directed to proceed to Region IV, V, VIII, X and XI to implement a special practical research activity.

|   |                     |
|---|---------------------|
| Ronilo L. Salac (PPSO-DENR)             | - Team Leader       |
| Romeo E. Perez (PAWB)                   | - Asst. Team Leader |
| Cesar A. Arroyo (NPCO)                  | - Member            |
| Eduardo M. Inting (Field Ops-Viz/Min.)  | - Member            |
| Richard N. Abella (Field Ops.-Viz/Min.) | - Member            |
| Eduardo S. Espeller (PAO - DENR)        | - Member            |
| NAMRIA Representative                   | - Member            |

The above officers are hereby authorized to undertake the following:

- a. To implement the plans and appropriate activities of Project FAST.
- b. To conduct an aerial and ground assessment/evaluation of selected projects under the National Forestation Program and other strategic forest resources within the provinces of Regions IV, V, VIII, X and XI.
- c. To study and analyze timber smuggling and illegal logging activities by forest concessionaires and/or forest poachers within the area.

d. To undertake a sampling and monitor the activities of TLAs and forest users in Regions IV, V, VIII, X and XI in compliance with DENR rules and regulations.

The Team shall avail of the services of any DENR field personnel and other government agencies necessary to carry out this exercise.

They shall be empowered to close, suspend and/or cancel forest permittees, licensees and leases found violating provisions of existing forestry laws rules and regulations and to relieve on the spot erring DENR personnel.

They shall be entitled to reasonable transportation expenses, per diems and other incidental expenses subject to the usual accounting and auditing rules and regulations, chargeable against the funds of the Office of the Secretary.

Upon completion of the mission, same are to submit a report to this Office within ten (10) days thereafter return to their stations.



**VICTOR O. RAMOS**  
Undersecretary for  
Field Operations



MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Agreement, made and entered into this 23rd day of January, 1991 at Diliman, Quezon City by and between:

The DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES (DENR), a recognized government unit, under the laws of the Republic of the Philippines, with office address at Quezon City, herein represented by its Secretary, Mr. Fulgencio S Factoran, Jr. and hereinafter referred to as DENR or the FIRST PARTY;

and

The TARLAC INTEGRATED LIVELIHOOD COOPERATIVE - PEOPLE'S LIVELIHOOD FOUNDATION, INC. (TILCO-PLFI), a duly recognized and registered Multipurpose Cooperative with the Bureau of Cooperative Development (recently integrated into the Cooperative Development Authority), under the laws of the Republic of the Philippines, with office address at Brgy. Talaga, Capas, Tarlac, herein represented by its President, Mr. Bernabe G. Buscayno, and hereinafter referred to as TILCO-PLFI or the SECOND PARTY.

WITNESSETH THAT:

WHEREAS, TILCO-PLFI, is a farmers multipurpose cooperative serving the total production cycle needs, including the irrigation and drainage requirements, of no less than 6,000 farmers in eight municipalities of the 2nd and 3rd districts of the province of Tarlac, a significant percentage of whom come from the municipality of Capas;

WHEREAS, DENR, is the government agency responsible for the preservation of watershed areas such as the 29,320- hectare O'DONNELL RIVER WATERSHED AREA, the primary source of irrigation water of the Capas and Tarlac, Tarlac agricultural lands, and hereinafter referred to as the AREA;

WHEREAS, substantive ocular surveys conducted by both the TILCO-PLFI and the DENR showed that a major part of the O'DONNELL RIVER WATERSHED AREA is denuded and degraded forest due to the continuous practice of slash-and-burn or "kaingin" style of farming as well as the proliferation of illegal logging activities;

WHEREAS, the TILCO-PLFI farmer members, particularly those whose irrigation water is supplied from the O'DONNELL RIVER, are very much alarmed by the lowering level of water, onslaught of soil erosion and flooding caused by the condition of the AREA;

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*[Handwritten signatures]*

WHEREAS, the DENR engages the participation of existing community-based, non-government organizations to effect a viable and sustainable reforestation program that could likewise provide the much needed livelihood opportunities for the communities of the areas involved;

WHEREAS, the DENR has agreed to contract a joint project undertaking with the TILCO-PLFI renewable after twenty five years, involving provisions for the protection and maintenance of the 29,320-hectare O'Donnell River watershed area, and to take-off with an initial 1,300 hectares PILOT PROGRAM SITE, to be referred to as the O'DONNELL RIVER WATERSHED REFORESTATION PROGRAM or PROGRAM;

NOW, THEREFORE, for and in consideration of the above-mentioned premises, both parties hereby agree as follows:

## ARTICLE I

### PROGRAM OBJECTIVES

#### A. GENERAL OBJECTIVE

To establish an efficient, systematic and economically beneficial community-cooperative reforestation program and procedures that will ensure the rehabilitation of the AREA in the short-term, and its maintenance and protection in the long-term, at minimal cost to the government.

#### B. SPECIFIC OBJECTIVES

1. To reforest the O'DONNELL RIVER WATERSHED AREA at the soonest possible time in order to prevent aggravating the state of deforestation in semi-denuded areas and therefore preventing further soil erosion, lowering level of irrigation water supply, flooding and all the other known catastrophic results of forest denudation:
  - a. To build the necessary infrastructures to enable the effective implementation of the program such as access roads, water-impounding dams, and nurseries/greenhouses;
  - b. To develop training programs that will ensure effective grasp and practical application of appropriate and modern technology in forestry;
  - c. To train program personnel to effectively implement and manage the PROGRAM.
2. To provide all year round protection and install preventive measures against further deforestation and degradation of the area in order to preserve the vegetation and forest still undisturbed at present;
3. To organize the communities in the area into cooperating forestry units that will maximize both individual initiatives and collective efforts;

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4. To create and develop lasting, attractive and rewarding alternative livelihood opportunities for the people in the AREA to prevent the practice of "kaingin" and illegal logging;
5. To propagate ecological values and good sense mainly on the roles of individuals in the preservation of our forests in particular, and the significance of which to the future of our country, in general; and,
6. To document the processes and learning experiences in the evolution and implementation of the PROGRAM to serve as model/guide for future reforestation projects.

## ARTICLE II

### PROGRAM COVERAGE

The first phase of the PROGRAM shall cover a pre-selected, designated and determined 1,300-hectare contiguous area/site located within the barangays of Bueno, Calumpit, Sta. Lucia and O'Donnell in the municipality of Capas, Tarlac and 3,700 hectares for the second phase of the program for a total of 5,000 hectares, as per National Mapping and Resource Information Authority and from the control map of CENRO, Capas, Tarlac (please see attached map). This area shall be referred to as the **PILOT PROGRAM SITE (PIL-PROS)** and will involve the following stages of activities:

- (1) protection and reforestation of semi-denuded areas;
- (2) reforestation and maintenance of fully-denuded areas;
- (3) community organization;
- (4) personnel and forester trainings/seminars;
- (5) construction of roads and other infrastructures;
- (6) immediate installation of protection, maintenance, and conservation measures as well as survey and mapping, zoning and blocking of the rest of the 29,320-hectare O'DONNELL RIVER WATERSHED AREA; and,
- (7) planning, programming and scheduling of the reforestation of the rest of the AREA.

The **PILOT PROGRAM SITE** will be the gauge of the direction and expansion of the PROGRAM. Because no such reforestation project of the same nature and conditions had been implemented in the past, this will be the reference point for future phasing of the rest of the 29,320 hectares. As soon as the **PILOT PROGRAM SITE** is reforested, program for the next scheduled site, determined by that time, will commence.

In summary, the purposes of the first phase of the PROGRAM are: (1) to reforest the initial 1,300 hectare and secure the whole 29,320 hectare area at the soonest possible time in order to prevent further soil erosion, guarantee water supply and prevent flooding; (2) to provide the villagers with an immediate source of income, alternative to the slash-and-burn method of farming and logging; and, (3) to begin the process of value formation with regards to ecological values and issues among the villagers and to outsiders as well.

### ARTICLE III

#### OBLIGATIONS OF CONTRACTING PARTIES

Being a joint-project venture, the PROGRAM shall be jointly administered by the FIRST and SECOND PARTY. However, each party has its own role and responsibilities as follows:

##### Section 1 . Obligations of the DENR

1. Provide the necessary mapping, zoning and blocking surveys/blueprints of the AREA required for site selection and identification as well as for general planning and administrative purposes.
2. To finance the construction of the infrastructure necessary to the PROGRAM i.e access roads, office building, water impounding dams, nurseries/greenhouses, and the acquisition of seeds, seedlings, planting materials and all other reforestation requirement for tools and equipment; the total amount of which should not exceed the official/stipulated per hectare budget allocated by DENR to management reforestation contracts subject to the availability of funds.
3. To conduct trainings of personnel and foresters, and provide training materials and supplies.
4. To provide technical information, guidelines, and assistance to the Second Party whenever requested by the latter including assistance in resolving forest occupancy problems that may arise in the project site.
5. To provide technical assistance by way of consultant - specialists on forestry or information materials on a regular basis.

##### Section 2 . Obligations of TILCO-PLFI

1. To organize the communities in the AREA into cooperative forestry units for reforestation, maintenance and security purposes;

2. To implement, administer and manage the PROGRAM;
3. To cover any and all overhead expenses that may be incurred in the forms of salaries and wages, office supplies, equipments, travel and transportation, etc;
4. To develop a long-range program/plan for twenty-five (25) years, medium-range program/plan for five (5) years, to be subdivided into annual program of action/targets to be approved by the DENR;
5. To submit on a monthly basis a written report on the progress and status of the PROGRAM;
6. To provide the necessary security to protect the AREA from sabotage or any other elements that can be detrimental to the interest of the PROGRAM.

#### ARTICLE IV

##### PROGRAM FUNDING SUPPORT

This PROGRAM differs from other reforestation projects of DENR in a way that it does not assume a pre-determined funding support from the government. As a joint-venture, the PROGRAM financing requirements as stated in Article III of the Obligation of Contracting Parties shall be answered by both the FIRST and SECOND PARTY, depending on each one's capacity and resources and the fund releases thereof of DENR shall be in accordance with government budgeting, accounting and auditing rules and regulations.

#### ARTICLE V

##### MONITORING AND EVALUATION

PROGRAM monitoring and evaluation are responsibilities of both parties. An EVALUATION AND MONITORING COMMITTEE to be created shall be composed of two representatives from each party, to be designated upon signing of this MOA, tasked to conduct on-site visits, verification visits, as well as to prepare written reports as they may be required. Year-end evaluation meetings of the Committee will serve as venue for the discussion and drafting of succeeding year's plans and program of action based on the evaluated progress of the PROGRAM and in consultation with the PROGRAM's management/administrative staff.

*[Handwritten Signature]*

ARTICLE VI  
EFFECTIVITY

This MOA shall take effect upon signing hereof and shall remain in full force and effect, unless revoked in writing by both parties, twenty five years thereafter on or before January 31, 2015.

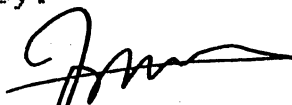
This Agreement may be revised, amended or modified only through a written instrument duly executed and signed by the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their signatures this 23rd day of JANUARY, 1991.


Department of Environment  
and Natural Resources (DENR)

Tarlac Integrated Livelihood  
Cooperative - PLFI

By:

  
\_\_\_\_\_  
FULGENCIO S. FACTORAN, JR.  
Secretary

By:

  
\_\_\_\_\_  
BERNABE G. BUSCAYNO  
President

SIGNED IN THE PRESENCE OF:

  
\_\_\_\_\_  
\_\_\_\_\_



ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES )  
CITY/MUNICIPALITY Q.C. ) S.S.

Before me, a Notary Public, for and in the Province of Quezon City, personally appeared:

Mr. Fulgencio S. Factoran, Jr., with Residence Certificate No. 292585K, issued at Quezon City, on January 11, 1990; and

Mr. Bernabe G. Buscayno, with Residence Certificate No. 12836200 K, issued at Tarlac, Tarlac, on January 9, 1991,

known to me and to me known to be the same persons who executed the foregoing instrument which they signed and acknowledged before me as their free and voluntary act and deed.

The foregoing instrument relates to a MEMORANDUM OF AGREEMENT, consisting of seven (7) pages including this page on which this Acknowledgement is written and has been signed in the bottom and on the left-hand margin of all the pages thereof by both parties and the instrumental witnesses, and sealed with my notarial seal.

WITNESS MY HAND AND SEAL this 23rd day of Jan., 1991 at Quezon City.

NOTARY PUBLIC  
Until December 31, 199\_\_  
PTR No. \_\_\_\_\_  
Issued on \_\_\_\_\_  
At \_\_\_\_\_

Doc. No. 53 ;  
Page No. 8 ;  
Book No. XV ;  
Series of 1991.

ATTY. JOSE V. PIERRAZ  
NOTARY PUBLIC  
UNTIL DECEMBER 31, 1991  
PTR. NO. 563468

*[Handwritten signature]*