



CITY PACIFIC GROUP, INC.

2F V&A Bldg. A. Soriano Highway Brgy. Ibayo Silangan Naic, Cavite
Email: citypacificgroup@gmail.com

November 25, 2022

Honorable EDUARDO B. GADIANO
Chairperson, Inter-Agency Committee (IAC) on the Restoration of the
Occidental Mindoro Rivers and its Tributaries and
Provincial Governor, Province of Occidental Mindoro

Through: The IAC SECRETARIAT

Subject: Updates

Dear Governor Gadiano,

Greetings



We are pleased to update your good office of the following:

1. DPWH Memorandum dated November 10, 2022 on Inspection, Verification, Inspection of Dredging / Vessel Equipment done at Manila Bay on November 3, 2022 were found to have passed the requirement of Inter-agency Committee (IAC). **Annex A.**
2. City Pacific Group, Inc. and Boskalis Philippines Inc., (Boskalis) entered Memorandum of Understanding (MOU) last November 21, 2022, Attached copy as **Annex B.**
3. November 21, 2022 submission of REVISED Detailed Engineering Design (DED) and Amnay River Dredging Plan to DPWH IV-B, attached letter as **Annex C.**
4. Offshore Characterization and Other Related Studies, for EIS and EIA outputs as per requirement of Environmental and Management Bureau (EMB) -October 1-30, 2022, extended to November 11, 2022, attached Letter to LGU and Pictures as **Annex D to D3.**
5. PDR / EIS submission to EMB Region **IV** proof receipt, as **Annex E.**

N-C

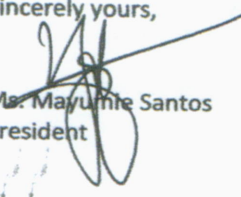
Issues / Concerns:

Support letter of technical partner should suffice instead of requiring proponents to have JVA with dredging owners, general contractors, which is actually the role of the end client/buyer. Not until, a proponent applicant has been issued all the permits and licenses to become legally capable to commercially operate and perform contractual obligation with clients.

Requesting support and protection to active proponent to conduct offshore studies as stated in point 4 above up to the operation stage.

Thank you for your continuous support.

Sincerely yours,


Ms. Mayumi Santos
President

Cc: DPWH IV-B
DENR IV-B
EMB IV-B
MGB IV-B



Republic of the Philippines
DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS
REGIONAL OFFICE IV-B
EDSA, Quezon City

Annex A

November 10, 2022

MEMORANDUM

FOR : GERALD A. PACANAN, CESO III
Regional Director
Region IV-B, EDSA, Quezon City

ATTENTION : FRIEDRICH KARL L. CAMERO
Chief, Right-of-Way Acquisition and Legal Division
Committee's Secretariat

**SUBJECT : Inspection/Verification/Ocular Inspection of Equipment/
Vessel of City Pacific Group, Inc.**

Submitted is the report/pictures on the inspection done at Manila Bay, City of Manila on November 3, 2022 on the status of equipment pledged by City Pacific Group, Inc., for its application to conduct River Restoration Project through Dredging Activities at the Heavily Silted River Channel in Occidental Mindoro which were found to have passed the IAC requirements.

For the Director's information and reference.

JOSELITO A. LIBRE
Chief, Equipment Management Division

R4B.S lpa/JAL

MEMORANDUM OF UNDERSTANDING
Between
Boskalis Philippines Inc. and City Pacific Group, Inc.
Amnay River, Sablayan, Occidental Mindoro

Annex B

This Memorandum of Understanding (hereinafter referred to as the "MOU") is made the 18th day of November 2022 (the "EFFECTIVE DATE") by and between:

BOSKALIS PHILIPPINES, INC. of 37th Floor, Orient Square Building, F. Ortigas Jr. Road, Ortigas Center, Pasig City, Philippines (hereinafter called "FIRST PARTY")

and

CITY PACIFIC GROUP INC. of 2F V&A, A. Soriano Highway Brgy Ibayo Silangan Naic, Cavite, region IV-A, Philippines, 4110 (hereinafter called the "SECOND PARTY")

Hereinafter individually referred to as "FIRST PARTY" and "SECOND PARTY" or a "PARTY" when addressing either the FIRST PARTY or the SECOND PARTY, and collectively as "PARTIES")

WHEREAS



- A. FIRST PARTY (and/or any of its AFFILIATES) has an opportunity to execute land reclamation projects ("PROJECTS"). FIRST PARTY has the capabilities to execute PROJECTS.
- B. SECOND PARTY has obtained and is maintaining a sea sand and river sand concession for mining and/or extraction of sand in the Philippines ("CONCESSION") and has the requisite permits, approvals and/or consents from the relevant authorities.

NOW THIS MOU WITNESSES AS FOLLOWS

1. PARTIES are desirous to cooperate to identify suitable sand and for FIRST PARTY to load such sand from CONCESSION to be used for PROJECTS.
2. FIRST PARTY has the capability, subject to item 3 below, to deploy its own resources (including dredging equipment and/or third-party equipment), to dredge and load sand from CONCESSION and transport the sand to PROJECTS following contract award to the FIRST PARTY and in conformity with such awarded contract or instructions of the project owner.
3. FIRST PARTY's capability as aforementioned is restricted to locations being accessible and of a dimension and water depth meeting FIRST PARTY's operational requirements.
4. SECOND PARTY has the capability to, and has obtained, or is able to obtain, a CONCESSION.
5. PARTIES have agreed to enter into an understanding for the technical cooperation for the extraction of sand at the CONCESSION on a case-by-case basis.
6. The SECOND PARTY shall provide to the FIRST PARTY access to a CONCESSION, along with the right for the FIRST PARTY to extract and use material from a designated location within the CONCESSION, such access and right shall become exclusive upon commencing of loading and shall last until the FIRST PARTY ceases to work at a CONCESSION, either when FIRST PARTY has completed the PROJECT or because the FIRST PARTY considers, in its own discretion, the sand to be unsuitable.
7. That, as a consequence of clauses 1 to 6 (inclusive) above, the PARTIES hereby agree to work together in the following CONCESSION: Amnay River, delta and foreshore of Amnay River in Mindoro Occidental, Philippines.
8. That this MOU and the PARTIES' technical cooperation as aforementioned are subject to a more encompassing agreement to be signed by the PARTIES prior to commencement of operations.

9. This MOU shall be effective as of the EFFECTIVE DATE for a period of five (5) years, unless superseded by the more encompassing agreement.
10. Miscellaneous Provisions:
- Other than as contained herein, the execution of, and the performance under, this MOU shall not be deemed or construed to create a partnership, association, or legal entity of any kind between or amongst the PARTIES.
 - Nothing contained herein shall constitute or imply any right of a PARTY to represent or commit another PARTY towards any third party or person, and, unless explicitly otherwise provided in writing, no PARTY shall represent the other PARTY, or act on behalf of the other PARTY or commit the other PARTY, towards any third party or person.
 - Anything related to this MOU will remain confidential between both Parties. Each PARTY shall treat confidentially any documents or information disclosed by the other PARTY and undertakes not to use the same except for the purpose of this MOU. Whenever one of the Parties is forced to provide details on this MOU to any third party, then it will only do so with the consent of the other Party. This obligation shall survive the termination or expiry of this MOU. No PARTY is permitted to conduct, carry out, or cause to be conducted, or carried out, any form of publicity whatsoever in relation to this MOU, without the mutual agreement in writing of the other PARTY.
 - Neither PARTY shall assign or transfer any part of the rights or obligations hereunder to any other party or person without the prior written consent of the other PARTY.
 - Neither PARTY shall be liable to any of the other for loss of use, loss of profit, loss of any contract or business opportunity, nor for any other indirect or consequential loss or damage, which may be suffered by the other PARTY in connection with this MOU.
 - The failure of any PARTY to enforce its rights under this MOU at any time for any period shall not be construed as a waiver of such rights.
 - If any part, term or provision of this MOU is held to be illegal or unenforceable, neither the validity or enforceability of the remainder of this MOU shall be affected and the PARTIES agree to attempt to substitute, for any invalid or unenforceable provision, a valid or enforceable provision which achieves to the greatest possible extent the economic, legal and commercial objectives of the invalid or unenforceable provision.
 - This MOU may only be amended in writing by mutual consent of the PARTIES.
 - This MOU may be executed and delivered in counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one agreement.
11. This MOU, the interpretation and implementation, are governed and subject to the laws of the Republic of the Philippines. This MOU has been made between the PARTIES based on good intentions, but if there should be a dispute between the PARTIES, the PARTIES shall make every effort to settle the dispute amicably. Any dispute, disagreement or difference arising out of or in connection with the provisions of this MOU shall, unless it is amicably settled, be referred to and finally settled by arbitration administered by and under the Rules applicable as at the date of commencement of arbitration (which are deemed incorporated herein by reference) of the Philippines Dispute Resolution Center, Inc., and the decision shall be final and binding to both PARTIES. The seat of the arbitration shall be in Metro Manila, Philippines. The number of arbitrators shall be three. Arbitration shall be conducted in the English language. The PARTIES hereby agree to waive any right of appeal to any court of law or other judicial authority insofar as such waiver may be validly made.

IN WITNESS WHEREOF the duly authorised representatives of the PARTIES have hereunto set their respective hands the day and year first above written.

FIRST PARTY BOSKALIS PHILIPPINES, INC.  Name: Laurens Poelhekke Position: Authorized Representative	SECOND PARTY CITY PACIFIC GROUP, INC.  Name: Mayumi Francisco Santos Position: President
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Annex B

SUBSCRIBED AND SWORN to before me this 23rd day of November 2022 at
Imus City, Cavite.


PETER JOSEPH C. LARA

Notary Public Until December 31, 2022

Attorney's Roll No. 69196

IBP Lifetime Member No. 017581/6-5-17

PTR No. 1857936/1-3-2022/Imus City

MCLE Compliance No. VI - 0031413

Doc. No. 018;

Page No. 04;

Book No. XI;

Series of 2022.

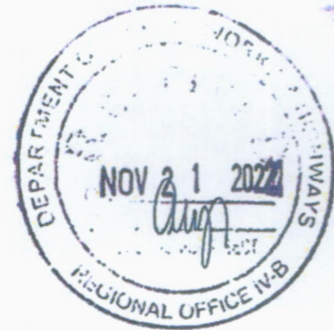


CITY PACIFIC GROUP, INC.
2F V&A Bldg. A. Soriano Highway Brgy. Ibayo Silangan Naic, Cavite
Email: citypacificgroup@gmail.com

Annex C

November 21, 2022

TO : OIC – Director GERALD A. PACANAN
DPWH Regional Office IV-B



SUBJECT : DED Plan and Design Report for the Proposed Amnay River Dredging and
Restoration Project, Occidental Mindoro


Dear Sir;

Greetings!

Respectfully submitting to your good office the newly revised DED and Amnay River Dredging Plan and Design Report in compliance to the comments and recommendations of Director Edwin C. Matanguihan of the Bureau of Design dated June 13, 2022 for the finalization of the said plan and attachments.

Thank you and best regards.

Very Truly Yours,


MAYUMIE F. SANTOS
President

City Pacific Group, Inc.



CITY PACIFIC GROUP, INC.
2F V&A Bldg. A. Soriano Highway Brgy. Ibayo Silangan Naic, Cavite
Email: citypacificgroup@gmail.com

Annex D-1

October 10, 2022

To: Hon. Walter B. Marquez
Municipal Mayor
Municipality of Sablayan
Occidental Mindoro

Subject: Coordination Request for the conduct of Offshore Characterization and Other Related Studies for Proposed project Amnay River Dredging and Desilting Project (ARRDP)

Dear Hon. Mayor:

Trusting that this letter finds you well

Submitting herewith is coordination letter for the conduct of Offshore studies relative to the Amnay River Dredging and Desilting Project, which will be integrated for the EIS results and outputs of the EIA investigation and information for the proposed project. This Offshore characterization and study covers the project description of the offshore area 1.8km by 3km guided by DAO 2020-12 and as part of the 540 hectares exclusive river dredging zone (RDZ). The said studies and field survey shall be conducted from October 15- Nov 15, 2022 which include, oceanography, marine ecology, physical characterization and analysis using seismic and vibrocoreing, among others.

For your information and reference Thank you and God bless us all


Keep safe

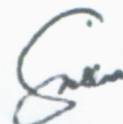
Sincerely Yours,


ENRICO L. REPLAN, Ph.D. RF
President/EIA Technical Preparer to City Pacific Group, Inc.
FORESTEREPLAN LANDSCAPE CONSULTANCY SERVICE (FORESTEREPLAN)



Noted By


Mayumi F. Santos
President



Proxy Office: 2nd Floor PRMC Bldg. No. 66 San Ramon Highway Brgy. San Rafael District Pasay City 1302 Philippines
Tel. No. +632 9819-8884

Email: info@foresterplan.com / Website: www.foresterplan.com



CITY PACIFIC GROUP, INC.

2F V&A Bldg. A. Soriano Highway Brgy. Ibayo Silangan Naic, Cavite

Email: info@citypacificgroup.com

Annex D-2

October 10, 2022

To : Capt. Rodrigo J. Nunez
Barangay Captain
Municipality of Sablayan
Occidental Mindoro

Subject: Coordination Request for the conduct of Offshore Characterization and Other Related Studies for Proposed project Amnay River Dredging and Desilting Project (ARRDP)

Dear Brgy Captain:

Trusting that this letter finds you well

Submitting herewith is coordination letter for the conduct of Offshore studies relative to the Amnay River Dredging and Desilting Project, which will be integrated for the EIS results and outputs of the EIA investigation and information for the proposed project. This Offshore characterization and study covers the project description of the offshore area 1.8km by 3km guided by DAO 2020-12 and as part of the 540 hectares exclusive river dredging zone (RDZ). The said studies and field survey shall be conducted from October 15- Nov 15, 2022 which include, oceanography, marine ecology, physical characterization and analysis using seismic and vibrocoreing, among others

For your information and reference Thank you and God bless us all

Keep safe

Sincerely Yours,


ENRICO L. REPLAN, Ph.D. RF
President/EIA Technical Preparer to City Pacific Group, Inc.
FORESTEREPLAN LANDSCAPE CONSULTANCY SERVICE (FORESTEREPLAN)



FORESTEREplan
Landscape Consultancy Service
Incorporated in the Philippines

Noted By:


Mayumi P. Santos
President

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Asst. T. P. P. P.
Amay Co.

10/24/22

Head Office: 2nd Floor (PAC Bldg. No. 66) San Roque Intermodal St. San Roque District Pasay City 1302, Philippines
Tel. No. (02) 8019-0804

Email: info@foresterplan.com Website: www.foresterplan.com

Annex D-3



VIBROCORE INVESTIGATION IN ANNAY RIVER						
VIBROCORE NO.	ANN 05	DATE	8-11-2022			
COORDINATE E	257299.27	RUN	5.0 m			
COORDINATE N	1432210.61	RECOVER	5.0 m			
BOX NO.		TEAM NAME	CHEC VC Team			
SAMPLE NO.	ANN 05	TEAM LEADER	Shamir			
DEPTH S/E	17 m	TECHNICIAN	Shamir			
START TIME	7:40 AM	END TIME	8:20 AM			



Amnay Offshore Seabed Sand Vibrocore Investigation



CITY PACIFIC GROUP, INC

29 VEA Bldg. A, Sorsogon Highway Brgy. Sorsogon City, Sorsogon Prov., Camarines Sur
Email: info@citypacificgroup.com

Annex E

November 8, 2021

RECORDS SECTION
EMB-MIMAROPA REGION

NOV 08 2021

RECEIVED BY 

DIR. JOE AMIL M. SALINO
Regional Director
Environmental Management Bureau – 4B
EMB MIMAROPA Satellite Office
DENR By the Bay Bldg., L&S Building
Roxas Boulevard, Ermita, Manila

Dear RD Salino,

Greetings of Joy and Peace!

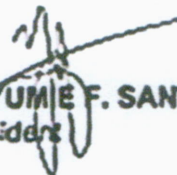
Submitting herewith is the Project Description Report (PDR) of the Environmental Impact Assessment (EIA) relative to the Amnay River Dredging and Desilting Project, which incorporated the results and outputs of the Initial Perception Survey, IEC Documentation and Project Description Components from the host Barangays in the Municipality of Sablayan, Occidental Mindoro for the proposed project.

With this submission, may we respectfully submit and request for a review of this report as prerequisite requirement for the conduct of Technical Scoping for the Project, and Initial requirements of DENR Administrative Order (DAO) 2017-15 (Guidelines on Public Participation under the Philippine Environmental Impact Statement (EIS) System) on the application of ECC.

For your kind evaluation and consideration.

Thank you and God Bless Us!

Very Truly Yours,


MAYUMIE F. SANTOS
President



2021

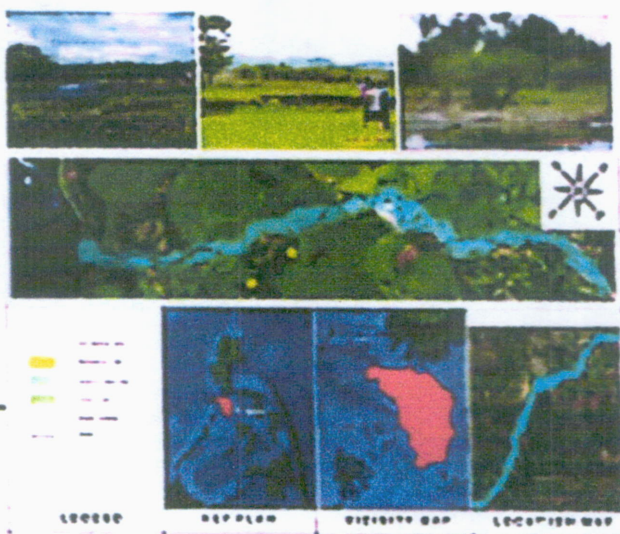
RECORDS SECTION
EMB-MIMAROPA REGION

NOV 08 2021

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Amnay River Restoration and Desilting Project Sablayan, Occidental Mindoro

Project Description Report for Scoping



Technical PD Report of:

CITY PACIFIC GROUP, INC.

2nd Flr. V&A Bldg. A. Soriano Highway
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Email: citypacificgroup@gmail.com



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
Annex E

November 7, 2022

DIR. JOE AMIL M. SALINO
Regional Director
Environmental Management Bureau – 4B
EMB MIMAROPA Satellite Office
DENR By the Bay Bldg., L&S Building
Roxas Boulevard, Ermita, Manila

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11/07/22

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11/17/22

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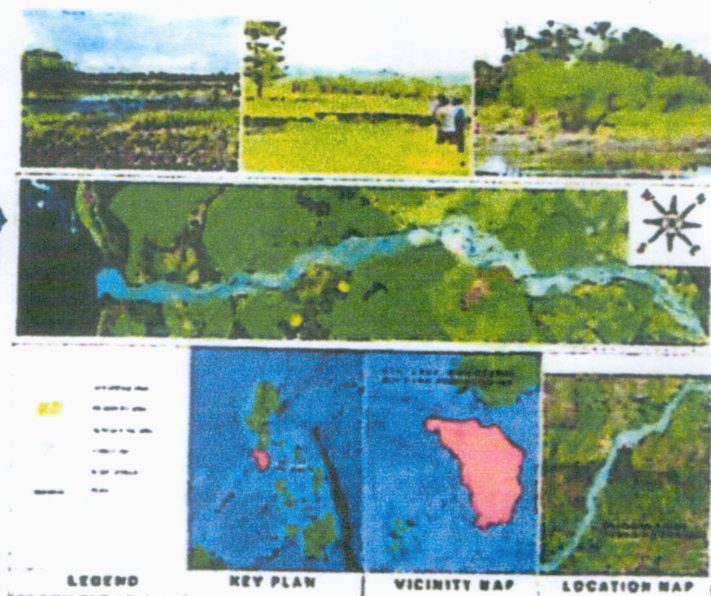


FORESTEReplan
Landscape Consultancy Service
"Optimizing the Landscape for a Better Future"

Annex E

Environmental Impact Statement Report (EIS)

*Amoy River Restoration and
Desilting Project (ARRDP)
Sulayan, Occidental Mindoro*



CITY PACIFIC GROUP, INC.

2nd Flr, V&A Bldg. A, Soriano Highway
Brgy. Ibayo Silangan, Naic, Cavite
Email: citypacificgroup@gmail.com

November 2022

DRAFT REPORT