

Republic of the Philippines
Department of Environment and Natural Resources
PENRO Marinduque

DEMINIMATION RECORDS SECTION

1 0 NOV 2022

J INCOMING

DATS NO.

#### **MEMORANDUM**

\*

FOR

The Regional Executive Director

DENR MIMAROPA Region

THRU

The OIC, Assistant Regional Director for Technical Services

FROM

The In-Charge, Office of the PENRO

SUBJECT

REQUEST FOR RENEWAL OF SOCIALIZED INDUSTRIAL FOREST MANAGEMENT AGREEMENT OF MR. DEMETRIO FABELLON WITH SIFMA NO. DENR IV-001-98 LOCATED IN BARANGAY SIHI, BUENAVISTA, MARINDUQUE.

Respectfully forwarded herewith is the letter request of Mr. Demetrio Fabellon, holder of SIFMA No. DENR IV-001-98 with a total area of 0.88 hectare located in Barangay Sihi, Buenavista, Marinduque.

Please be informed that this Office had already advised Mr. Fabellon to settle first his obligation with regards to the payment of the Annual fees and it surcharges. In addition, this Office had also required the holder to submit Annual Report in the activities that he undertaken in the SIFMA lot.

Attached herewith are documents regarding the request for renewal of Socialized Industrial Forest Management Agreement, to wit:

1. Letter request of Mr. Demetrio Fabellon;

2. Letter dated December 01, 2020 from the Regional Executive Director

3. Copy of unnumbered Socialized Industrial Forest Management Agreement of Mr. Demetrio Fabellon;

 Certification dated August 4, 1998 from the previous Punong Barangay Pacita M. Bejasa;

 Certification dated August 6, 1998 from the previous Municipal Mayor Ofelia S. Madrigal.

For review, record and further instruction.

J.

Digitally signed by Diaz Imelda Mendoza

IMELDA M. DIAZ



Republic of the Philippines Department of Environment and Natural Resources Provincial Environment and Natural Resources Office Boac, Marinduque

#### PENRO DOCUMENT ACTION AND TRACKING SLIP

#### DOCUMENT INFORMATION

Document Category: Incoming

Document No.: 2022-IN-002594

Sender/s:

• Demetrio Fabellion

Originating Office:

Classification: Simple

Address:

Control Code:

Is This Urgent?: Yes

Encoded By: Manoel Christian Munar

Date & Time Received: 10/13/2022 12:00 PM

Document Type: Request

Subject: Humihiling na ma-renew ang lupa bilang SIFMA holder -- Demetrio Fabellion

#### HISTORY LOGS

DOC. FROM	DOC. TO	RECEIVED	RELEASED	RUNTIME	ACTION TO BE TAKEN	REMARKS	ATTACHMENTS
Demetrio     Fabellion	Cynthia     Lozano	10/13/2022 12:00 PM	10/13/2022 12:02 PM	2 mins.	For evaluation and comment/s		
Cynthia     Lozano							
Lozano	MES Mike Sudi	B	10/14	1)	Prepare endorsanut to Regional Offi forwarding this me Prepare letter to Mr. Fabellon to pay for his annual fee for him to	ce equest	
					fee for from to be considered to renewal thanks		



# Republic of the Philippines Department of Environment and Natural Resources PENRO Marinduque

MBS 105 13 2022 11:45

October 13, 2022

Ginang Imelda M. Diaz
OIC-PENR Officer
Brgy. Bangbangalon, Boac, Marinduque

#### Ginang Diaz,

Ako po si Demetrio Fabellon 61 years old na kasalukuyang nakatira sa Brgy. Malibago, Torrijos, Marinduque. Ay mayroong lupa sa Brgy. Sihi, Buenavista, Marinduque na may kabuuang sukat na .088 ektarya na ipinagkaloob noong December 01, 1998 sa pamamagitan ng Socialized Industrial Forest Management Agreement (SIFMA).

Bilang SIFMA Holder, nais ko po sana humiling sa inyong tanggapan na ma-renew ang nasabing lupa at handa ko po na bayaran ang annual fees at tatalima ako sa regulasyon at kondisyon na nakasaad sa Agreement of Contract.

Maraming Salamat po.

Lubos na gumagalang,

DEMETRIO FABELLON
SIFMA Holder



## Republic of the Philippines Department of Environment and Natural Resources MIMAROPA REGION

#### G. AT GINANG DEMETRIO FABELLON

SIFMA Holder Barangay Malibago, Torrijos, Marinduque

DEC ] 1 2020

Ginoo:

Makakalikasang pagbati!

Ito ay hinggil sa isinagawang pagsisiyasat ng pangkat ng taga DENR Regional Office at PENRO Marinduque noong ika-13 ng Pebrero 2020 tungkol sa pagsunod at pagsubaybay ng mga tuntunin at kundisyon ng *Sociliazed Industrial Forest Management Agreement (SIIFMA)* na may sukat na 0.88 ektarya na inisyu kay G. & Ginang Demetrio Fabellon noong ika-1 ng Disyembre 1998 na matatagpuan sa Barangay Sihi, Buenavista, Marinduque.

Batay sa ulat ng PENRO-Marinduque noong taong 2018, walang mga palantandaan ng paglilinang, pangangalaga, at pananantili na isinagawa sa nasabing lupain alinsunod sa kasunduan. Mayroong iilang mga natural na lumaki na puno, mga damo at mga palumpong na matatagpuan sa lugar. Hindi din kayo nakapagbayad ng taunang mga bayarin sa pag-upa at magsumite ng taunang ulat mula pa noong petsa ng pagkakaloob ng SIFMA hanggang sa kasalukuyan. Kayo ay nakausap din ng pangkat sa pamamagitan ng telepono noong Pebrero 13, 2020 at kayo ay nagpahayag ng kagustuhan na ipagpatuloy ang nasabing kasunduan.

Kaugnay nito, ito ay magsilbing huling *Abiso* upang bayaran sa tanggpan ng DENR-PENRO Marinduque ang iyong mga obligasyon, sa loob lamang ng tatlumpung (30) araw mula nang pagtanggap ng paunawaing liham na ito. Kung hindi man, ang tanggapan na ito ay magsasagawa ng karagdagang aksyon para sa pagkansela ng SIFMA alinsunod sa mga umiiral na mga patakaran at panuntunan ng DENR.

Kami ay umaasa sa iyong pagsasaalang-alang at pagsunod hinggil sa usaping ito.

Lubos na gumagalang,

May sipi:

The Office of the Secretary DENR, Visayas Avenue, Quezon City

ŬRDES & FERRER, CESO IV

The Director
Forest Management Bureau

Regional Executive Director

The PENRO Marinduque

Department of Environment and Section 18 of Section 18 of

Annex "B" Page 1

# Republic of the Philippines DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES OFFICE OF THE PENRO/RED

BOAC? MARINDUOUS (Province/Regional Office)

SOCIALIZED	INDUSTRIAL I (SIFMA)	NO.	IANAGEME	nt agreemen'i
		OF	3	
	1 20			

MR. & MRS. DEMETRIO FABRILON (Name of SIFMA HOLDER)

Borongay Sihi, Buonavista, Marinduque (Location of Area)

The AGREEMENT, made and entered into by and between: the Provincial Environment and Natural Resources Officer/Regional Executive Director, for and in behalf of the Republic of the Philippines, hereinafter referred to as the PENRO/RED, and Mr. & Provincial Philippines, hereinafter referred to as the PENRO/RED, with residence and postal address at Borangay Sihi, Buchavista, Marinduque hereinafter referred to as the SIFMA HOLDER.

#### WITHNESSETH THAT:

WHEREAS, the establishment of Socialized Industrial Forest Plantations (SIFPs) is encouraged as government policy to ensure the equitable access and sharing of rights to natural resources development and utilization and to assure an increased supply of wood and other forest products;

WHEREAS, P.D. No. 705, Executive Order No. 278, Executive Order 263, and other related existing laws, rules and regulations place the development or utilization of the country's forest land and/or forest resources under the full control and supervision of the state and allow the state to enter into agreements with Filipino citizens or corporations;

WHEREAS, the PENRO/RED and the SIFMA HOLDER desire to enter into this Socialized Industrial Forest Management Agreement, hereinafter referred to as SIFMA;

Denetrie Fabellan
(SIFMA HOLDER)

PROPER BETAGE

Denetrie Fabellan

(SIFMA HOLDER)

ERGY. GAPTAIN
(WITNESS)

PETRONIO L. LOTO BROY. KAGAHAD

(WITNESS)

ENGR. BENITO R. ALBRANDO
OIC, PENROPRESERVO)

CHITA R. CURAMENC OIC, CENR OFFICER (WITNESS)

Forestor III Chiof FPAMS
(WITNESS)

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NOW, THEREFORE, for and in considera	ation of the foregoing premises, and by
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development or utilization of forest lands and/of hereby agrees to devolve to the SIFMA HOLE	JEK the responsibility for managing
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Albi-	Numorpantyries of.
as the SIFMA AREA, the description and boundar	Philippines, neremation reterror to
as the SIFMA AREA, the description and boundar	ries of which are shown in the uttached
1 1 1 CART OF THIS OF THE RICHARD BUILTING	
effect for a period of twenty-five (25) years, or unti	
Conditions for SIFMA Areas:	
* 11 .	forest tree enecies and/or non-timber
1. The SIFMA HOLDER shall plant	t forest tree species and/or non-timber
species such as rattan, bamboo, etc., on at least	ninety percent (90%) of the planted
10 11	WITH THE PROPERTY OF THE PARTY
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	on therein the outlier at the same and
devote not more than ten percent (10%) of the area	a for permanent agricultural purposes.
2. No exotic species untested in Phi	ilippine conditions shall be introduced
into the SIFMA AREA without the price	or written clearance of the DENR
SECRETARY.	
	C
3. The SIFMA HOLDER shall not	cut trees, regardless of species, growing
in areas with slones of 50% or over, and within t	the 20 meter-wide strips along banks of
rivers and streams with channels at least five meter	ers in width.
<b>2</b> 1 1 1	
Demetrio Fabella.	Benito albando
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DONSTRUG PADILLON	
(SIFMA HOLDER)	(PENKO/KLD)
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- 4. Areas with slopes of 50% or over or within 20 meter-wide strips along banks of rivers and streams with channels at least five meters in width and strips that are bereft of trees shall be reforested by the SIFMA HOLDER, who shall protect, maintain, and keep such areas permanently under forest cover. The trees planted therein form part of government's share in the benefits to be derived from the SIFMA.
- 5. The SIFMA HOLDER shall not convert the SIFMA AREA or any portion thereof to other land uses not authorized under the SIFMA.
- 6. The SIFMA HOLDER shall provide the necessary management, technology and financial services for the development and management of the SIFMA AREA.
- 7. The SIFMA HOLDER shall pursue all activities pertaining to the SIFMA AREA as a commitment to community development.
- 8. The SIFMA HOLDER shall respect and protect the rights of his/her workers and employees.
- 9. The SIFMA HOLDER shall immediately prevent or arrest gully erosions within the SIFMA AREA.
- any, within the SIFMA AREA in accordance with current laws and regulations governing each natural forest type. Naturally grown trees within or adjacent to the SIFMA AREA shall not be cut or harvested.
- 11. The SIFMA HOLDER shall protect the SIFMA AREA from forest fires and other forms of forest destruction, as well as from encroachment.
- 12. The SIFMA HOLDER shall not engage in pollutive activities within or in the vicinity of the SIFMA AREA and shall protect the said area from pollution.
- 13. The SIFMA HOLDER shall not unreasonably impede, obstruct or in any manner prevent passage through the SIFMA AREA.
- 14. The SIFMA HOLDER shall protect and conserve unique, rare or endangered trees, palms and wildlife identified as such under existing laws, rules and regulations, found within the SIFMA AREA.

- 11G.	the hou	indaries of	or legal status
15. The PENRO/RED shall not alter or modify	t the S	IFMA H	IOLDER has
of the SIFMA AREA once established, PROTECTION A.		B:	1- alba
the desired the letting and work	wes. 19 Ch	TIMETED	R. ALDERSKIN
complied with the total fabilion	OIC.	Palla	Officer

(SIFMA HOLDER)

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(WITNESS)

OIC. CEMR OFFICER
(WITNESS)

Forester LIV Chief, France

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- 16. The PENRO/RED shall, in cooperation with Local Government Units, assist the SIFMA HOLDER in the development and execution of this agreement.
- 17. The SIFMA HOLDER may transfer, convey or sell his rights over the SIFMA in whole or in part, to any person, cooperative or association qualified to hold a SIFMA, SUBJECT TO THE APPROVAL OF THE PENRO or the RED as the case maybe.
- 18. The **DENR** reserves the right to permit the use/opening of portions of the **SIFMA** for the public interest; **PROVIDED**, that the **SIFMA HOLDER** will be paid fair compensation for any damage to improvements, if any, occasioned by such permit.
- 19. The SIFMA HOLDER shall encourage the active participation of women in the project planning and implementation and shall provide them the equal access to the project benefits.
- 20. The SIFMA HOLDER shall submit to the DENR an Annual Report of activities which shall include, but will not be limited to, the area of plantation established; production, stocking density, marketing, product usage, farm gates prices, payment of rentals and other fees; the maintenance of boundaries of the maintenance of an ability to prevent, detect and suppress fire and other forms of forest destruction the protection of natural and protection forest, if any, within the SIFMA AREA. For monitoring purposes, the SIFMA HOLDER shall allow any duly authorized forest officer or duly authorized government official entry to the SIFMA AREA or into any other improvement introduced and used for purposes or SIFMA execution.
- 21. All trees and other crops planted under this AGREEMENT belong to the SIFMA HOLDER who shall have the right to harvest, sell and utilize such trees and crops, except those retained for environmental protection and ecological balance which must be maintained by the SIFMA HOLDER as part of the government share. The SIFMA HOLDER may be allowed to export logs, lumber and other forest products harvested from plantations in the SIFMA AREA in accordance with government allocation system, subject to approval by the SECRETARY.

22. The DENR shall imposed no restriction on the use of the SIFMA and the improvements of the SIFMA AREAS as collateral for obtaining loans for the improvements of the SIFMA AREASM, subject to the prior approval of the

PENRO/RED. Danitrio Fatellon

DINITALISHMA HONDER)

Lacino Las

PETRUETO LOTO

Benito albrando

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- Upon the expiration of this AGREEMENT or upon its termination when public interest demands, all permanent improvements introduced, including forest crops shall remain in the SIFMA AREA but the SIFMA HOLDER shall be entitled to fair compensation therefor. The SIFMA HOLDER may remove temporary or semipermanent structures within reasonable period of time after due notice.
- Fair compensation for any improvements, whether due to the SIFMA HOLDER or Government, shall be determined by a committee of representatives of the PENKO/RED and the SIFMA HOLDER, and a qualified independent appraiser whose appointment shall be mutually agreed upon by the PENRO/RED and the SIFMA HOLDER.
- As part of the Government share, the SIFMA HOLDER shall pay to the government the following amounts as annual rentals for the use of the land; Provided, that these amounts shall be subject to periodic review and adjustments:

For the first fifth year of the SIFMA (from Dec. 61, 1998 to Dec. 01, 2003) ... No rentals

For the sixth to the to the tenth year

(from Dec. 01, 2003 to Dec. 01, 2008 ) ... P300.00 per hectare

For every year thereaffter until

The expiration of the SIFMA

(from \_ec. 01, 2008- to Dec. 01, 2023 \_\_) ... P500.00 per hectare

Annual rental are to paid in the last week of June or the last week of September of the year at the DENR office where the SIFMA was issued.

Failure to pay rentals will constitute grounds for the cancellation of the SIFMA.

This AGREEMENT shall terminate upon the death of the SIFMA HOLDER and all permanent improvements, including rights over the forest plantation, shall become the property of the estate of the SIFMA HOLDER. If the heirs are qualified to hold the SIFMA, a new agreement between the PENRO/RED and the surviving heirs to the estate of the SIFMA HOLDER maybe executed for the remaining period of the SIFMA, in accordance with the requirement of the regulations; PROVIDED, that the heirs file an application within six (6) months after the death of the SIFMA HOLDER. If the heirs are not qualified to hold the SIFMA or if they do not elect to enter into a new agreement, the estate shall be entitled to compensation for all permanent improvements that may be paid by any party entering into new agreement with the PENRO/RED covering the area. neto albando

Dometrio Jakellon,

WALLEST WITHING (SIFMA HOLDER)

Seal. Colo.IM

(WITNESS)

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- 27. Upon the cancellation of this AGREEMENT through the fault of the SIFMA HOLDER, all improvements existing within the SIFMA AREA shall revert to and become the property of the government. In the event that new agreement covering the artea is executed by and between the PENRO/RED and another party, the value of such improvements shall be appraised and the new SIFMA HOLDER shall compensate the government for them.
- 28. This AGREEMENT may be renewed for another twety-five (25) years upon the filing of an applicant for renewal for at least six (6) months prior to its expiration; PROVIDED, that if no renewal is filed upon the expiration of this AGREEMENT, the area covered by this agreement shall be considered available for application and its disposition shall be governed by the regulations current at the time.
- 29. This AGREEMENT shall not be amended in any way except by written instrument signed and agreed to by the PENRO/RED and the SIFMA HOLDER.
- 30. In the event of any default or breach of any of the provisions of this AGREEMENT by either party, the other party may, by notice to the party in default or breach, specify such default or breach or require the same to be remedied within thirty (30) days after service of notice.
- 31. Except for issues involving compensation which are addressed in the above paragraphs, any dispute between the DENR and the SIFMA HOLDER that cannot be settled by mutual accord shall be referred to arbitration which shall be held at a mutually acceptable location.

, Philippines.

Boac,	Dec. 01,	98
	For and in beha The Republic o	alf of of the Philippines:
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MATRISTEMA HOLDER)	anon, amiro app	NROIRED)
PACITA BANGA CAPTAIN (WITNESS)	OIC. CANA C	Williams)
Petronio I Lit	Januar III	ADMITSTATOR CHIEF FRANCE
(WITNESS)		WITNESS)

## APPLICATION FOR SOCIALIZED INDUSTRIAL FOREST MANAGEMENT AGREEMENT

Application No. 14

The Community Environment and Natural Resources Officer Boac, Marinduque

Madam:

In consonance with the provisions of P.D. No. 705, as amended, Executive Order No. 278, dated July 25, 1987, Executive Order No. 263 dated July 19, 1995, and pertinent regulations on the matter, I/We hereby apply for a Socialized Industrial Forest Management Agreement, particulars of which are as follows:

Approximate Area: 5 ha.

Location: Province MARINDGQUE
Municipality/City BUELIA VISTA

Barangay Sitio

Boundaries: North MALIBAGO

East
South VOOF
West LIPATA

I/We understand that the filing of this application does not convey the right to enter, occupy or develop the area applied for until an Agreement has been duly executed between me/us and the DENR.

All application requirements as stipulated in the regulations are enclosed together with the sketch plan of the area for and the required non-refundable filing fee.

Very truly yours,

Demetrio P. FABELLOW (Applicant)

Community Tax Certificate No. 02923552

Date Issued: 08-09-98

Place of Issue: 51H1 BUEMAYIS [A
Address: MARIND CAYE

Republic of the Philippones Province of Marinduque Municipality of Buenavista Barangay Sihi

#### OFFICE OF THE PUNONG BARANGAY

August 4, 1998

To Whom It May Concern:

This is to certify that Mr. Demetrio Fabellon of Barangay Sihi Buenavista, Marinduque, is knowm to me as a person of good.

moral character and best reputation as a citizen is beyond blemish.

I further certify that he has no criminal case pending against him in this barangay.

Issued upon request of Mr. Demetrio Fabello this 4rd day of August, 1998 at Sihi, Buenavista, Marinduque.

Certified Correct:

PACITA M. BEJASA Punong Barangay

Republic of the Philippines

Republic of the Philippines Province of Marinduque Municipality of Buenavista

OFFICE OF THE MUNICIPAL MAYOR

### GERTIFICATION

### TO WHOM IT MAY CONCERN:

This is to certify that the herein listed applicants are willing to enter into agreement on Sectalized Industrial Forest Management.

- 1. Alexander Fatalla
- 2. Nemesie Mataac
- 3. Juanito Peralta 4. Gerarde Mataac
- 5. Clare Josen
- 6. Antenie Larebis
- 7. Nolan Pouquinte
- 8. Luis Metel

- 8. Luis Metel
  9. Reman Mapacpac
  10. Clare Sarmiente
  11. Nerberte Vitte
  12. Petronie Lete
  13. Leonile Fatalla
  14. Demetrie Fabellon
  15. Sesinande Mataac
  16. Fartunate Privade
  17. Edgarde Fatalla
  18. Felipe Motel
  19. Deminge delos Rics

  - 19. Deminge delos Ries 20. Leenite Privado

  - 22. Estanislao Mataac
  - 22. Briccie deles Bantes

Issued this 6th day of August, 1998 upon request of the above name for whatever purpose it may serve.

OFFILIA BO MADRIGAL Municipal Mayor