

THE SAGA OF THE BLACK SAND CONFRONTATION IN TANJAY

The blockade of the Tambacan road leading to the contractor's Sino Italy plant on the shoreline in Tanjay continues.

At the City Hall are dozens of police vans from various nearby towns with their police forces, reportedly waiting for the signal from the Tanjay City authorities to move in for a clean up operation. It could be bloody.

Yet, ironically, this could easily be defused. The issues involved are very simple and could be resolved peacefully.

1. The blockaders are local residents WHO OWN the property through which the narrow dirt road passes through. So legally, they have the right to do so.
2. They object to the plant's operation in the area, sharing the sentiment of majority of Tanjayanons.
3. While almost all residents would agree that dredging the river is a good thing, the Contractor IS NOT dredging the river, contrary to the document attached herein, which is the Memorandum of Understanding between the City and the Contractor. This is a notarized document, hence public domain, as taken from the Facebook files of the "Tanjay.Anti.Black.Sand.Mining" group.
4. The document appears to be very one-sided in favor of the Contractor, such as the 15 million metric tons guaranteed by the City. That seems an awfully large amount.
5. In summary, I believe the City can just stop the Contractor's operations (due to non-compliance of not dredging the river). Both can then renegotiate and let dredging operations be moved to up the river and river mouth.
6. The City officials should side with the people in objecting to the Contractor's present operations.

Otherwise, Tanjay's residents will have been "sold down the river".

Reported by Danny Gil (ferngil@aol.com) 17 Feb 2014

For July



Republic of the Philippines
Province of Negros Oriental
Office of the Sangguniang Panlungsod
City of Tanjay

EXCERPT FROM THE JOURNAL OF THE 138TH REGULAR SESSION OF THE 5TH SANGGUNIANG PANLUNGSOD OF THE CITY OF TANJAY HELD AT THE SP SESSION HALL ON MAY 29, 2013

PRESENT:

Honorable Jose T. Orino	Member/Acting Presiding Officer
Honorable Uldarico Ma A. Ramirez III	Member
Honorable Henry R. Tam	Member
Honorable Teopisto T. Calumpang, Jr.	Member
Honorable Gerard Jude C. Bumanglag	Member
Honorable Luisa A. Villegas	Member
Honorable Steve S. Teves	Member
Honorable Denver M. Bokinkito (ABC)	Member
Honorable Mar Francis S. Saguran (SK)	Member

ON LEAVE:

Honorable Neil T. Salma	Vice-Mayor/Presiding Officer
Honorable Juanito S. Condes	Member
Honorable Linda M. Dael	Member
Honorable Patchita Y. Bulandres	Member

RESOLUTION NO. 13-11

"WHEREAS, submitted for review the draft Memorandum of Understanding between the City Government of Tanjay and the Sino-Italy Construction Philippines, Inc. with address at 31 McKinley St., Silay City, Negros Occidental, for the **proposed dredging project of the Tanjay River**;

"WHEREFORE, after thorough study, the Honorable Sangguniang Panlungsod, on motion, of Member Teopisto T. Calumpang, Jr., seconded by Members Uldarico Ma A. Ramirez III, Luisa A. Villegas and Denver M. Bokinkito,

"RESOLVED to grant authority to the Local Chief Executive to enter and sign the Memorandum of Understanding between the City Government of Tanjay and the Sino-Italy Construction Philippines, Inc. for the proposed dredging of the Tanjay River.

"UNANIMOUSLY APPROVED."

I HEREBY CERTIFY to the correctness of the above quoted resolution.

ULDARICO MA A. RAMIREZ, III

TEOPISTO T. CALUMPANG, JR.

STEVE S. TEVES
ATTESTED

DENVER M. BOKINKITO

JOSELITA C. FLORDELIZ
SP Secretary

HENRY R. TAM

GERARD JUDE C. BUMANGLAG

LUISA A. VILLEGAS

MAR FRANCIS S. SAGURAN

JOSE T. ORLINO
Member/Acting Presiding Officer

page 1

MOU between City of Tanjay & Sino-Italy

MEMORANDUM OF UNDERSTANDING

KNOW ALL MEN BY THESE PRESENTS:

This agreement made and entered into by and between;

The Local Government of Tanjay City, Negros Oriental, represented by **HON. LAWRENCE S. TEVES**, City Mayor, by virtue of a Sangguniang Panlungsod Resolution No. 13-111 dated May 29, 2013, hereinafter referred to as the **FIRST PARTY**;

-and-

Sino-Italy Construction Philippines, Inc, with office address at 31 McKinley St., Silay City, Negros Occidental represented Mr. Albert Golez, by virtue of a Board Resolution No. 1, Series of 2013 entered as Doc. No.165, Page No. 32, Book No. 2, Series of 2013 in the Notarial Register of Romeo Carlos M. Ting, Jr., hereinafter referred to as the **SECOND PARTY**;

WITNESSETH:

WHEREAS, the Tanjay River, as assessed by the appropriate government agency Tanjay Disaster Risk Reduction and Management Council, is now heavily silted causing the formation of sandbars making the riverbed shallow which would result to severe flooding;

WHEREAS, all scientific studies recommend the immediate removal of sandbars and obstructions to minimize the effect of climate change, natural calamities such as typhoons, severe flooding causing damage to properties, loss of lives and livelihood in the City of Tanjay;

WHEREAS, an immediate intervention should be implemented to reduce the risks of these natural disasters and to avoid huge devastation to the people of Tanjay;

WHEREAS, the **FIRST PARTY** proposes to conduct the immediate removal of sandbars and other obstructions including silt removal of Tanjay River as part of its risk reduction management program;

WHEREAS, the **FIRST PARTY** has inadequate funding and equipment to undertake such risk reduction activity and therefore seeks interested parties undertake the same;

WHEREAS, the **SECOND PARTY** is interested to undertake the removal of sandbars, obstructions and silt removal of Tanjay River and has offered its services to the **FIRST PARTY**;

WHEREAS, the **SECOND PARTY** has the financial and technical capability to undertake such risk reduction activity;

WHEREAS, it has been determined by the appropriate agency such as the Tanjay Disaster Risk Reduction and Management Council that Tanjay River is heavily silted and needs immediate action;

WHEREAS, the materials ought to be removed are considered as excess materials and no longer needed;

WHEREAS, the parties herein have agreed to cooperate and undertake the disaster risk reduction program of Tanjay River to reduce if not prevent the overflowing of the river waters and mitigate damage to property and life;

MOU between City of Tanjay & Sino-Italy

page 2

MOU between City of Tanjay & Sino-Italy

NOW THEREFORE, for and in consideration of the foregoing premises, the parties herein agreed the following terms and conditions to wit;

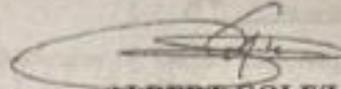
1. The SECOND PARTY shall secure the Environmental Compliance Certificate (ECC) from the Environmental Management Bureau-DENR and the necessary endorsements from the Department of Public Works and Highways (DPWH) for the proposed risk reduction activity of Tanjay River with the end-view of commercially disposing the unwanted materials.
2. The FIRST PARTY shall ensure the safe and peaceful operation of the risk reduction mitigating activity and protect the SECOND PARTY from disturbance at all times.
3. The SECOND PARTY shall prepare the necessary plan to ensure the systematic conduct of the risk reduction mitigating activity.
4. The SECOND PARTY shall undertake the activity at their own cost including the transport of the dredged materials to their prospect market/end-user, using their own equipment and personnel.
5. The SECOND PARTY shall be allowed to remove the obstruction and desiltation activity at NO COST to the City. However, to allow the SECOND PARTY to recover its cost related to dredging, the FIRST PARTY is legally bound to allow and hereby guarantees the SECOND PARTY to dredge and dispose at least 15 million metric tons of dredged materials.
6. Upon signing of the MOA, the FIRST PARTY and SECOND PARTY shall immediately initiate the compliance of all necessary documents with the concerned government agencies and should be completed within a period of 90 working days.
7. Upon compliance of all necessary documents concerning the disaster risk reduction program, the SECOND PARTY shall commence the dredging operation within 30 calendar days thereof.
8. Should there be substantial negative variation in the time frame herein prescribed without valid reason as determined by the concerned officials of the City Government, the FIRST PARTY has the option to terminate this agreement without any civil, administrative or criminal liability to the SECOND PARTY.
9. The FIRST PARTY shall constitute a Monitoring Technical Group which shall directly report to the City Mayor to oversee the over-all operation of the SECOND PARTY.
10. The FIRST PARTY shall not be liable for any lawsuits whether civil, administrative or criminal, arising from the damage done to any person, entity or property caused by the SECOND PARTY or any of its personnel during the conduct of its dredging operation.

WITNESSETH FURTHER:

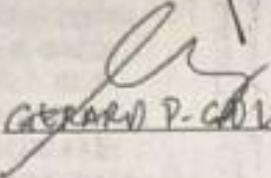
That the Parties herein may introduce amendments or Supplemental Provisions for purposes which are beneficial to the Parties and for the expeditious implementation of the activities subject of this Memorandum of Understanding.

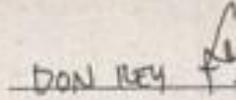
The Parties hereto affixed their signatures, this 31st day of May, 2013, at _____, Negros Oriental, Philippines.

HON. LAWRENCE TEVES
First Party


ALBERT GOLEZ
Second Party

Signed in the presence of:


GERARD P. CALVEZ


DON REY CALUMPANG

ACKNOWLEDGMENT

Republic of the Philippines }
Province of Negros Oriental } S. S.
City/Municipality of _____ }

Before me, this 31st day of May, 2013 at personally appeared the following:

Name	TIN	Passport No./CTC	Date/Place of Issue
LAWRENCE TEVES		147-827-096	TIN - BIR
ALBERT GOLEZ		N01-93-157-419	LTO - June 4, 201

known to me and to me known to be the same persons who executed the foregoing Memorandum of Agreement consisting of 3 pages including this acknowledgement page and they acknowledged to me that the same is their free and voluntary act and deed as well as of the Company herein represented.

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

Doc. No. 315
Page No. 63
Book No. XLVIII
Series of 2013

ARNEL O. VIVAR
NOTARY PUBLIC UNTIL DEC. 31, 2014
N.C. NO. 03-2012
TANJAY CITY, SAN JOSE, AMLAN, PAMPLONAN
2511 STD. NIRO ST. TANJAY CITY NEB. D.
ROLL. NO. 52825
TR NO. 6991516-1/3/13-TANJA