

Resettlement Plan

January 2023

Philippines: South Commuter Railway Project - Tranche 1

Tunnel Section

Volume 3: Appendices (Part 2) Landowners, Non-Landowners and Non-Resident Business Owners

Prepared by the Department of Transportation for the Asian Development Bank.

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Resettlement Action Plan

December 2022

North-South Commuter Railway Project Extension
(Tunnel Section)

Volume 3

Resettlement Action Plan

for

Landowners

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Appendix 1. Detailed Replacement Cost Study Methodology

Valuation Report of Affected Land and Structures of the North South Commuter Railway Extension Project

Valuation Methodology¹

In any determination of value of fee simple estate for real estate, data are sought in the local market on such factors as sales and offerings of similar properties, vacant land, current prices for construction materials and labor, rentals of similar properties and their operating expenses, and current rates of return on investments and properties. From these data, values may be developed for the land and the property as a whole.

Three generally acceptable approaches may be used in the development of an opinion of value for an improved property: the cost approach, the sales comparison or market data approach, and the income capitalization approach. Briefly, the cost approach considers the cost to reproduce or replace the property appraised with new assets; from this amount an allowance is deducted for depreciation arising from physical deterioration or obsolescence, whether from functional or external causes. The sales comparison approach considers prices recently paid for similar items of property with adjustments made to the indicated market prices to reflect the condition and utility of the appraised property relative to market comparatives. In the income capitalization approach, an estimate is made of the prospective economic benefits of ownership into the future and these benefits are capitalized into an indication of value. In arriving at a reasonable valuation of these particular undertaking, the sales comparison or market data approach is used. Income capitalization approach was not considered in this study.

1. On Land Value.

The Market Data Comparison Approach is used to estimate the value of the land in this approach, the sales of similar properties in the vicinity are reviewed and compared to the subject. The comparable sales and listings are then compared on the basis of the following factors:

- a. Location of the property with reference to quality of neighborhood and surrounding improvements, access to community centers, shopping and transportation, and presence of detrimental influences to value.
- b. Size, the lot area in relation to the highest and best use, present use and utilization of the property.
- c. Physical characteristics (Phy. Char.) such as shape, topography, utilities, easements, road frontage, etc.
- d. Haggling and time element, a reasonable discounting factor made against the asking price of the seller. Also referred to as buyer's discount, while time element is basically the time the transaction or the offer was made.

2. On Value of Structures and Other Land Improvements

¹ From the Replacement Cost of Affected Land and Structures Report of the North South Commuter Railway Extension Project Solis-Blumentritt-Calamba Section) – Manila Phase 1, January 2020

As required by the Terms of Reference and in compliance with the provisions of RA 10752, The Right of Way Act, and its implementing rules and regulations, market values of structures will be determined through Cost Approach and to use the Replacement Cost Method. "In the Cost Approach, a property is valued based on a comparison with the cost to build a new or a substitute property" (The Appraisal of Real Estate, Third Canadian Edition). In the International Valuation Standards 2017 (IVS 2017), "the cost approach provides an indication of value using the economic principle that a buyer will pay no more for an asset than the cost to obtain an asset of equal utility XXX." The international standard requires that all cost that will be incurred should be considered. Thus, the following costs are included in this exercise:

1. Direct Cost – refers to cost of materials and labor
2. Indirect Cost - refers to professional fees (i.e. design, permit, architectural, legal, etc), overheads, taxes, finance costs, profit margin or entrepreneurial profit to the creator of the asset.

Replacement Cost, is a method of Cost Approach that "indicates value by calculating the cost of similar asset offering equivalent utility. (IVSC 2017). This is defined In the Implementing Rules and Regulation of RA 10752 as:

"xxx the Replacement Cost of a structure or improvement affected by the ROW shall be based on the current market prices of materials, equipment's, labour, contractors profit and overhead, and all other attendant costs associated with the acquisition and installation of a similar asset in place of the affected asset. If the affected structure has been damaged, then the Replacement Cost should be based on the pre-damaged condition of that structure, The Replacement Cost of the structure may be vary from the market value of the existing structure since the structure that would actually replace it may have a different cost at current market prices. The replacement structure has to perform the same functions and meet the performance specifications as the original structure."

In the determination of the Replacement Cost of affected structures by the project, a survey of prices of construction materials, labor and profit of contractors (in percentage) was conducted within the immediate vicinity or where property owners purchased their materials. Basic plans of the structures are prepared and served as reference for the bill of quantity (BOQ) of construction materials and finishes.

A Replacement Cost Survey report for structures consists of:

1. This letter with Appraiser Certificate
2. Notes on the Detailed Measurement Surveys
3. A summary of the affected structures
4. Basic Plans of each affected structures
5. Bill of Materials of each affected structures
6. A price list of construction materials as surveyed from hardware stores around the area.
7. Assumptions and Limiting Conditions

Appendix 2. Attendance of First Stakeholder's Consultation Meeting

Attendance Sheets

Presentation Material



NORTH-SOUTH COMMUTER RAILWAY PROJECT CALAMBA EXTENSION – SUBTERRANEAN SECTION

Detailed Design 1st Stakeholder Consultation Meeting

**TAGUIG CITY
23 JULY 2021**

A PROJECT OF THE DEPARTMENT OF TRANSPORTATION (DOTR) AND
THE PHILIPPINE NATIONAL RAILWAYS (PNR)

Meeting Agenda

I	Review of online meeting rules and policies
II	Detailed Design 1st Stakeholder Consultation Meeting Presentation
III	Project Affected Areas
IV	Project Timeline
V	Open Forum

II. Project Affected Areas

Project Affected Barangays

Brgy. Fort Bonifacio

Brgy. Western Bicutan

Project Affected Areas



Project Affected Areas



Project Implementation Schedule

Project Implementation	Blumentritt-Calamba
Start of Civil Works/Project Construction	1st quarter of 2022
Start of Train Operation	2 nd quarter of 2025

*Please note that the timeline is indicative due to the covid 19 situation

Objectives of the Meeting

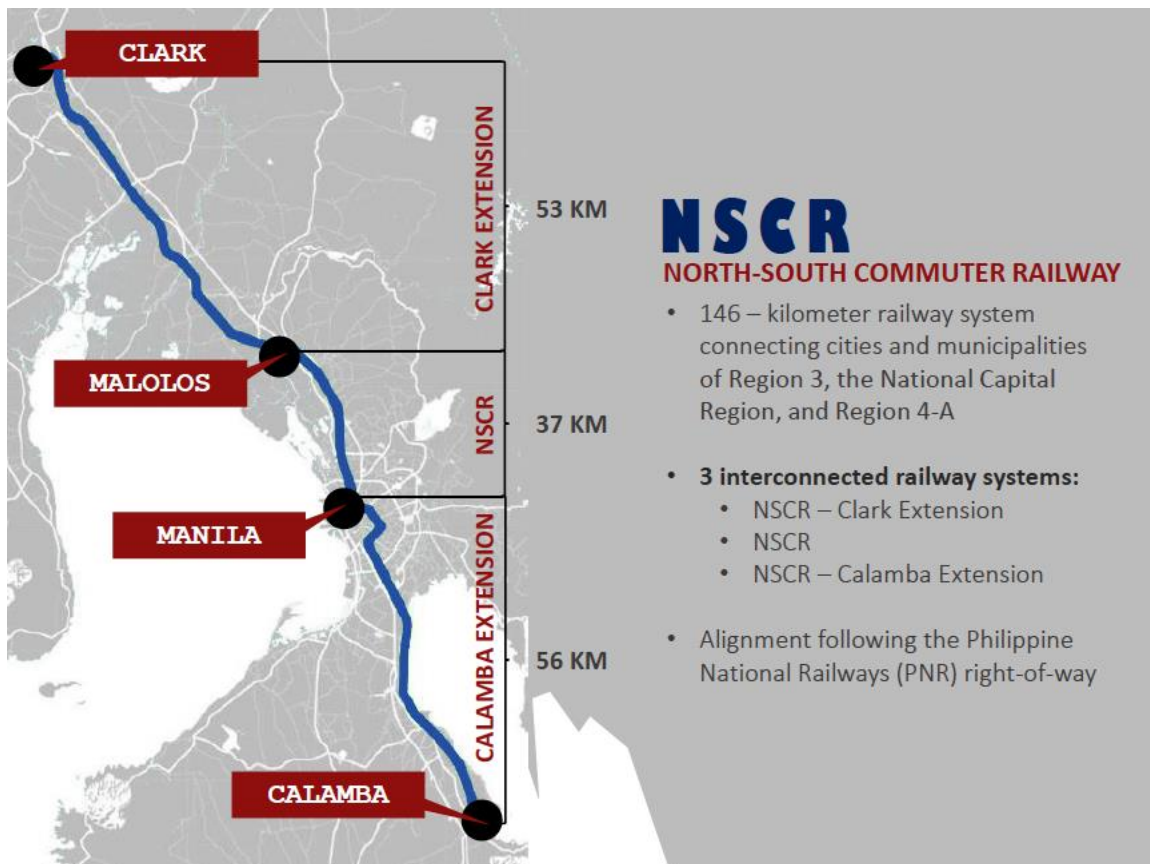
- Officially inform PAPs that the project is approved for implementation and is now at the Detailed Design Phase;
- Present the final alignment and project affected barangays; and
- Explain upcoming DD RAP activities.
- Explain the “Notice of Taking” and the “Letter Offer”





PROJECT OBJECTIVES

- 1** Improve accessibility to urban centers, economic zones, and other key projects
- 2** Reduce travel time and cost for people and goods
- 3** Support rapid growth of regions outside Metro Manila
- 4** Decrease road congestion along with air and noise pollution
- 5** Resettle families away from hazardous zones





FUNDED BY JICA AND ADB
Length: 56 kilometers

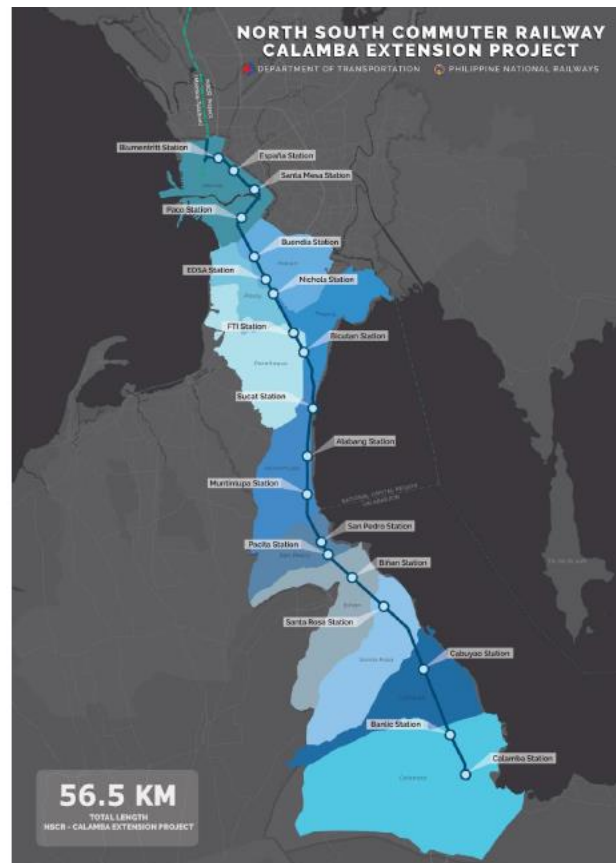
Stations: 19

Structures:

elevated viaducts, tracks on embankments, at-grade tracks

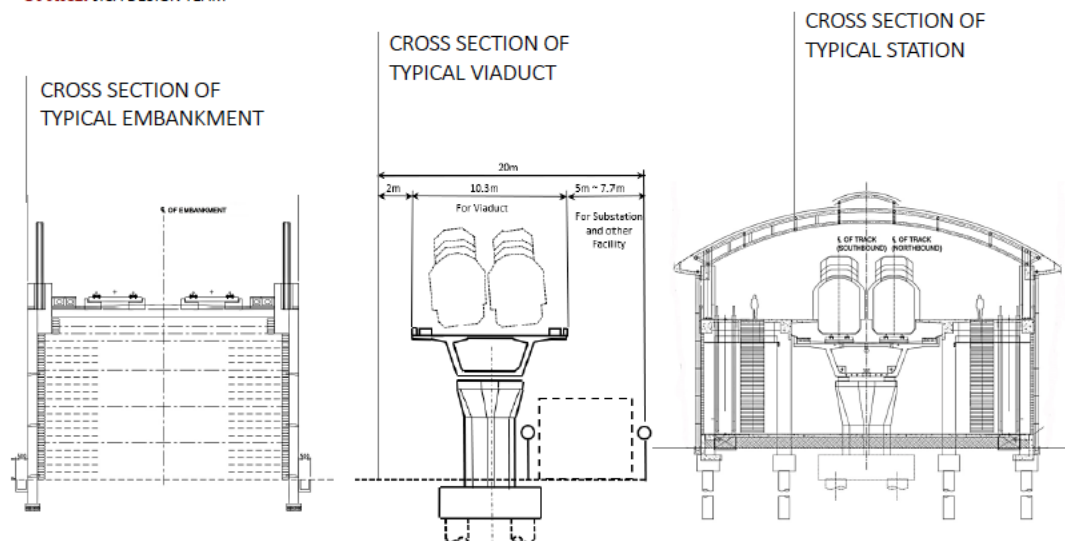
Other Facilities:

depot, maintenance workshop, operations control center, station plazas, substations



TYPICAL STRUCTURES

SOURCE: JICA DESIGN TEAM



ROLLING STOCK **AIRPORT EXPRESS TRAIN**

SOURCE: JICA DESIGN TEAM

- electric trains (EMU) that can carry 400 passengers (seated)
- 8 cars per train set
- travels at a speed of 160 kilometers per hour



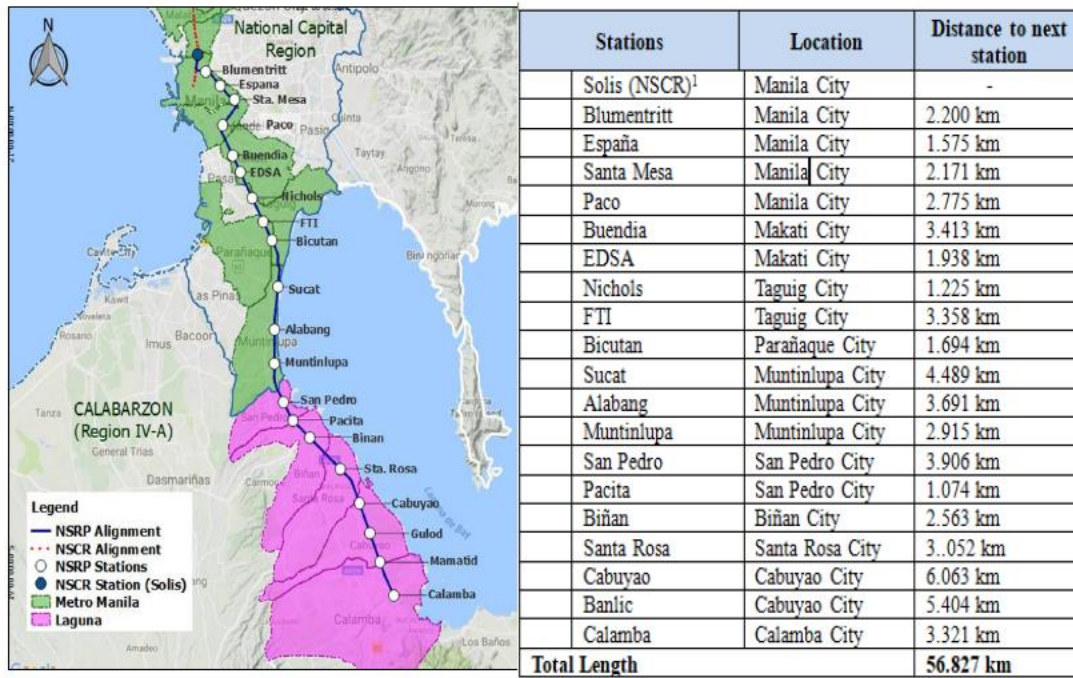
ROLLING STOCK **COMMUTER TRAIN**

SOURCE: JICA DESIGN TEAM

- electric trains (EMU) that can carry 1,600 passengers (seated and standing)
- 6 cars per train set (extendable)
- travels at a speed of 120 kilometers per hour



North-South Commuter Railway (NSCR) Extension Project (Solis-Blumentritt-Calamba Section)



Appendix 3. Attendance and Presentation of Second Stakeholder's Consultation Meeting

Attendance Sheets

Presentation Material



NORTH-SOUTH COMMUTER RAILWAY PROJECT CALAMBA EXTENSION – SUBTERRANEAN SECTION

Detailed Design 2nd Stakeholder Consultation Meeting

TAGUIG CITY
15 September 2021

A PROJECT OF THE DEPARTMENT OF TRANSPORTATION (DOTR) AND
THE PHILIPPINE NATIONAL RAILWAYS (PNR)

Meeting Agenda

I	Review of online meeting rules and policies
II	Project Affected Areas
III	Project Timeline
IV	Legal Framework and Land Acquisition Process
V	Open Forum

II. Project Affected Areas

Project Affected Barangays

Brgy. Fort Bonifacio

Brgy. Western Bicutan

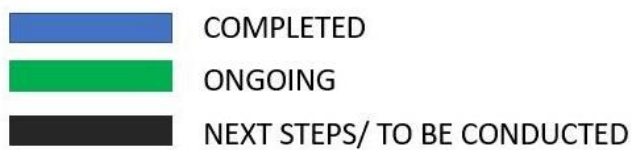
Project Affected Areas



Project Affected Areas

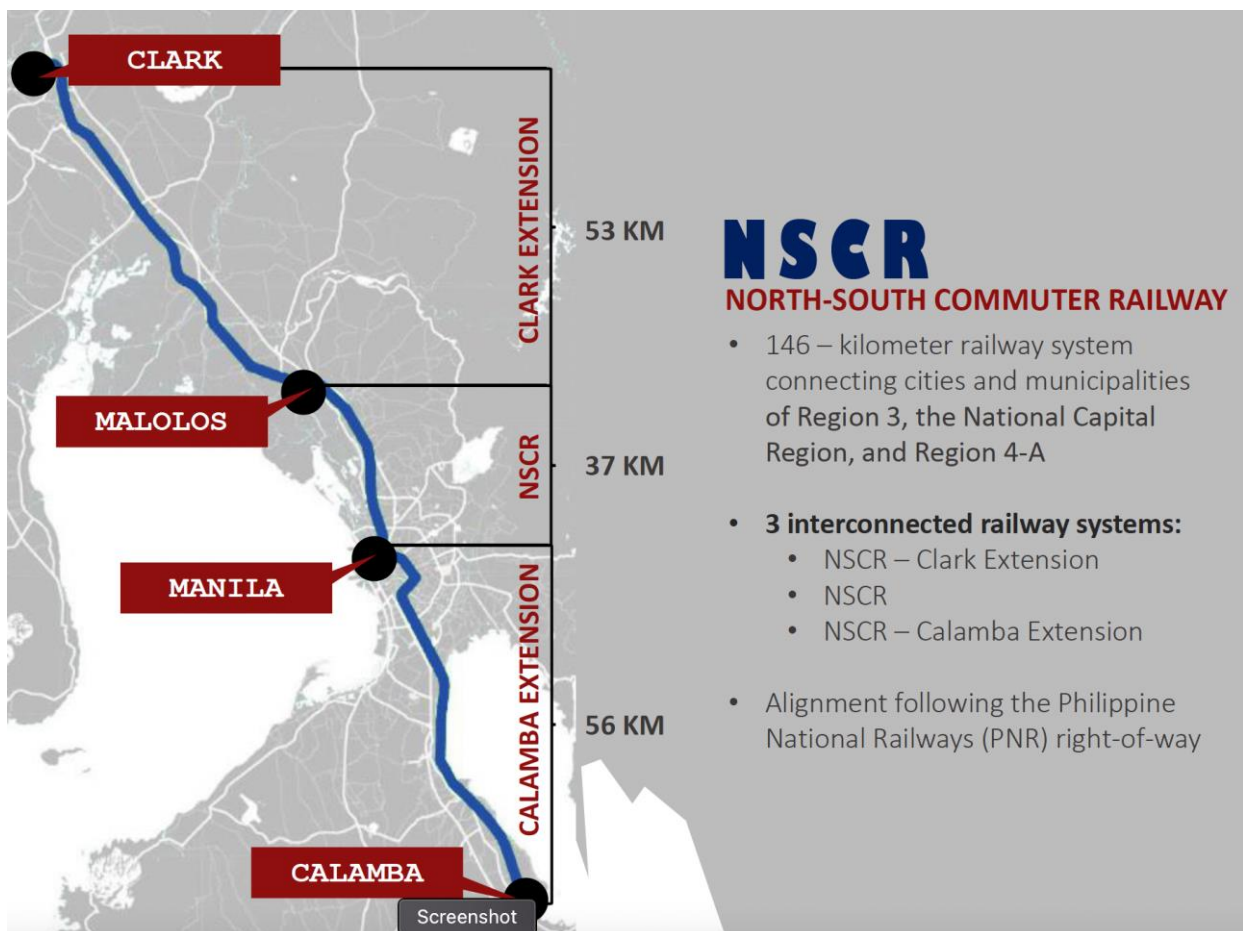


PROJECT STATUS AND NEXT STEPS



Objectives of the Meeting

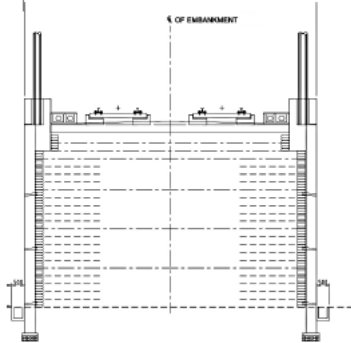
- Officially inform PAPs that the project is approved for implementation and is now at the Detailed Design Phase;
- Present the final alignment and project affected barangays; and
- Explain upcoming DD RAP activities.
- Explain the “Notice of Taking” and the “Letter Offer”



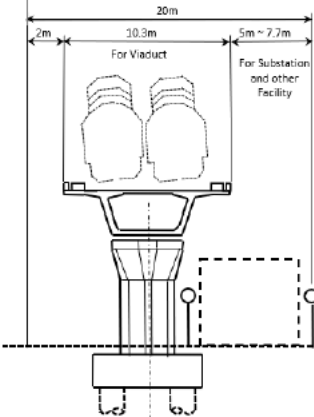
TYPICAL STRUCTURES

SOURCE: JICA DESIGN TEAM

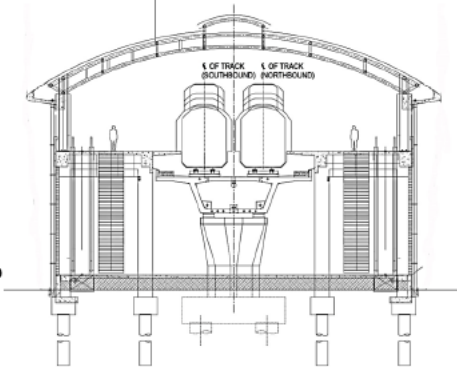
CROSS SECTION OF
TYPICAL EMBANKMENT



CROSS SECTION OF
TYPICAL VIADUCT



CROSS SECTION OF
TYPICAL STATION



Appendix 4. Attendance and Minutes of the Meeting of First Information, Education, and Communication Meeting in Pasay

Attendance

Minutes of the Meeting

Minutes of Meeting

Project	The Detailed Design Study (Including Supplementary Feasibility Study) of the Malolos-Clark Railway Project and the North South Railway Project – South Line (Commuter)					
Subject	Information, Education, and Communication (IEC) Meeting with the City Government of Pasay					
Date and Time	2019. 10. 23, 3:00 PM					
Venue	Conference Room, City Administrator's Office, 2 nd Floor, Pasay City Hall					
Attendees	NAME		ORG	NAME		ORG
	Hon. Imelda Calixto-Rubiano		IR	Mary Jane Largo		ML
	Ian Vendivel		IV	Rafael Marcelino		DOTr
	Achilles L. Rabisa		CLGU	Rae Palma		RP
	Aldwin Romasanta		CLGU	Mary Elaine Igot		PNR
	Annabelle Del Rosario		CLGU	John Mercurio		ADB
	Fernando M. Fandino		CLGU	Elize Guerero		ADB
	Ireneo Serapico		CLGU	Jayson Monte de Ramos		EcosysCorp
	Johari Rangiris		CLGU	Louis John Angelo Reano		EcosysCorp
	Jomark Balani		JB	Ruperto Cruz Jr		RC
	Marilou Rivera		CLGU	Jahra Santos		JDT
	Rico Carpio		CLGU			
	Rosalinda Orobias		CLGU			
	Tere Damayanan		CLGU			
	Theresa Balbicto		CLGU			
Ruth Cortez		RuC	BLGU			
Materials	Collected					
	Distributed					
NO.	TOPICS DISCUSSED				ACTION	
1	Preliminaries and Presentation					
	1.1 Mary Jane Largo (ML) from the Department of Transportation discussed the agenda of the IEC Meeting.					
	1.2 ML enumerated the agenda of the meeting which are as follows: Project Information / Updates, Assistance requested from the city government for the implementation of the Resettlement Action Plan (RAP), the Grievance Redress Mechanism and Environment-Related Concerns.					
	<u>Project Information and Update</u>					
	1.3 ML enumerated the objectives of the NSCR Project and mentioned the two project extensions: the Malolos-Clark Extension and Solis-Blumentritt-Calamba Extension with a total of 147 km railway systems.					
	1.4 ML discussed more information about the project including the number of stations to be constructed, phases of project, structures, other facilities, trains and services, and fund source.					
	1.5 Perspectives of all stations from Manila to Calamba were shown. Typical structures: embankment, viaduct, and station were also presented as well as the station platform. Rolling stock for airport express train was also discussed.					
	1.6 ML discussed the Project Implementation Schedule wherein activities to be conducted and its corresponding timeline was presented. Activities include the phases of the project, signing of loan agreement, Information Education and Communication (IEC) Meetings, Stakeholders Consultation Meetings (SCM), Resettlement Action Plan (RAP) Surveys, and establishment of Help Desk and RAP Implementation and Management Committee (RIMC) in each LGUs.					
	<u>Environment-Related Concerns</u>					
	1.7 Rae Cecille Palma (RP) of DOTr shared that the Environmental Compliance Certificate (ECC) for the project was awarded on 13 August					

	<p>2019 by the Department of Environment and Natural Resources (DENR) to DOTr.</p> <p>1.8 RP enumerated the ECC conditions, restrictions, and discussed the details of each. The conditions include Environmental Management conditions, General Conditions, and restrictions.</p> <p>1.9 RP discussed the environmental-related potential impacts of the project. This include the ROW conflict with ancestral domains, construction waste, flooding, water quality, air quality, noise and ground vibration, and traffic. Corresponding prevention / mitigation / countermeasures to each potential impact have been discussed.</p> <p>1.10 DOTr hotlines was presented.</p> <p><u>Resettlement Action Plan</u></p> <p>1.11 Table of number of project-affected households (PAHs) identified during the Feasibility Study stage of Solis-Blumentritt-Calamba Section as of September 2018 was shown.</p> <p>1.12 ML explained the eligible housing support for each category of PAPs. Differences of housing support for low-income PAHs and not low-income PAHs were discussed. ML also mentioned that the low-income threshold is set as Php40,000 monthly income per household.</p> <p>1.12.1 ML discussed the concept of public rental facility wherein PAHs who are ineligible for socialized housing will benefit the said facility.</p>	
2	<p>Open Forum</p> <p>2.1 Hon. Imelda Calixto-Rubiano (IR), City Mayor and Ian Vendivel (IV), Head of Urban Development and Housing Office (UDHO) inquired on the required area measurement for public rental facility.</p> <p>2.1.1 ML responded that required area could only be determined once number of families who are ineligible to socialized housing will be finalized.</p> <p>2.2 ML and Ruperto Cruz (RC) of JICA Design Team further discussed the provision of rental subsidy wherein PAPs will be provided assistance in case the permanent relocation sites to be constructed are not yet available. Priority area is within the city and nearby city. DOTr requested assistance from Pasay LGU in identifying facilities for public rental and for rental subsidy. DOTr also inquired on the prevailing rental cost in Pasay City.</p> <p>2.2.1 IV initially responded that there are no more identified available rental facilities within Pasay city and the rental cost varies from one area to area.</p> <p>2.2.2 Hon. Ruth Cortez (RuC), Chairperson of Brgy. 183 responded that Php 10,000 per month is the prevailing rental cost within the barangay. RuC added that there are no available rental facilities within the barangay since most houses are occupied by Chinese workers.</p> <p>2.2.3 Jomark Balani, UDHO Staff suggested to look near the MIA Road for the available rental facilities.</p> <p>2.3 RC shared that some major roads connecting to Taguig City could be affected which will require traffic impact assessment.</p> <p>2.4 The Map Alignment where the NSCR-Ex Project will traverse near Pasay City was presented.</p> <p>2.4.1 City Mayor and UDHO Head confirmed that the project will not traverse within Pasay City and will only pass through Taguig City.</p> <p>2.5 City Mayor committed to assist DOTr to look for possible rental facilities.</p>	<p>DOTr and/or JDT to constantly coordinate with the Pasay LGU for the available rental facilities.</p>



Photo of IEC Meeting with LGU of Pasay

Prepared by: AM/JS

Agreed to as form and content:

JICA Design Team

Department of Transportation

Appendix 5. Attendance and Minutes of the Meeting of Second IEC Meeting in Pasay

Attendance

Minutes of the Meeting

Minutes of the Meeting						
Project	The Detailed Design Study (Including Supplementary Feasibility Study) of the Malolos-Clark Railway Project and the North South Railway Project – South Line (Commuter)					
Subject	Information Education Communication (IEC) Meeting for Pasay LGU					
Date and Time	October 15, 2020 10:00 am – 11:00 am					
Venue	Skype Meeting					
Attendees	NAME	ORG		NAME	ORG	
	Charlotte Mananquil	CM	DOTr	Elize Guererro		ADB
	Maria Armine Berdan		DOTr	Yuka Shibata		JDT
	John Eric Arevalo		DOTr	Tatsuya Akiguchi		JDT
	Rae Cecille Palma		DOTr	Ruperto Cruz	RC	JDT
	Romaeca Pascual		DOTr	Reynaldo Gison		JDT
	Racil Atutubo		DOTr	Norjay Jeruta		JDT
	Edwin Javaluya	EJ	CEO	Josine maris Divina		JDT
	Nethaniel David Quintos		CEO	Satish Bhagat	SB	MMSP
	Johari Rangiris	JR	CEO	Shuntaro Miyoshi		MMSP
	Filipinas Sampang		PESO	Annabelle Herrera	AH	Ecosys
	Fernando Fandino	FF	CAO	Nesah Jariel		Ecosys
	RR Salvador		CENRO	Louise John Angelo Reano		Ecosys
	Cecille B. Elpides		GCR	Cyrenne Pelayo		Ecosys
	John Raymond San Jose		Senior Citizens Affairs			
Agenda	<ol style="list-style-type: none"> 1. Provide Project Information and Progress 2. Present updated information on the land acquisition and resettlement activities 3. Explain the Health and Safety Protocols for Public Consultation and Field Surveys in the Context of COVID 19 4. Obtain concurrence and support of LGU, barangay and Other Stakeholders in conducting the land acquisition and Resettlement activities 5. Open Forum 					
Materials	Collected	N/A				
	Distributed	- PowerPoint presentation of Pasay IEC				
NO.	TOPICS DISCUSSED					ACTION
1.	Information Education Communication (IEC) <ol style="list-style-type: none"> 1.1. Charlotte Mananquil (CM) informed the participants the objectives of the meeting were to provide project information and progress for both environmental activities and land acquisition and resettlement activities, to explain the health and safety protocols for public consultation and field survey activities and to obtain the concurrence and support of LGU, brgy and other stakeholders in conducting the environmental activities and land acquisition and resettlement activities. 1.2. CM then presented the agenda of the IEC meeting. 1.3. CM presented the project information: overview of the project. 1.4. Ruperto Cruz (RC) discussed the interconnection of NSCR-Ex to MMSP. He provided the background between the two projects. He also showed the alignment map showing the interconnection of both projects from Senate station section in Brgy Fort Bonifacio, Taguig City up to FTI Station; and the impact in brgy 183 in Pasay, passing Villamor Golf Club, Villamor Airbase and NAIA then cross SLEX and will traverse Est side of East Service road in Brgy Western Bicutan Taguig City and ends in FTI Station as an integrated station with NSCR Ex. 1.5. RC discussed the tunnel structure by providing the information of underground sections and the tunnel methods using the tunnel boring machine which has an advantage in limiting the disturbance of the surrounding ground. 1.6. CM continued the presentation about the NSCR-Ex station and train system. 1.7. Romaeca Pascual (RP) presented the environmental activity: conduct of IEC and public consultation to affected communities and stakeholders, conduct of baseline survey and update the EIS documents reflecting the changes along the Senate to Bicutan stations and obtain the amended ECC from DENR EMB and occurrence from JICA and ADB. 					

	<p>1.8. CM presented the resettlement action plan activity: IEC, SCM and FGD for affected LGU and PAPs; surveys and updates the FS RAP to DD RAP. She also presented the timeline of activity in Pasay from ROW approval up to the conduct of 2nd SCM</p> <p>1.9. CM discussed the grievance redress mechanism. She mentioned that setting up the help desk is still under discussion between DOTr, MMSP and NSCR-EX project but for the establishment of NSCR-Ex DOTr, contact details were shown and informed that the numbers were operational.</p> <p>1.10. CM presented the NSCR-Ex project implementation schedule subject for change due to the current COVID 19 situation but rest assured LGU will be keep posted on the latest updates</p> <p>1.11. RC discussed the health and safety protocols during the conduct of RAP activities.</p> <p>1.11.1. RC discussed the general approach of the project's health and safety measures to conduct public consultations and field surveys under COVID 19 in reference with the national and international guidelines including the omnibus guidelines implemented by the Inter-Agency Task Force (IATF) for infectious disease.</p> <p>1.11.2. RC presented the three general approaches which are to prevent, protect and react. He further explained each approach for the PAPs and staff for the health check, PPE used, disinfection and observance of social distancing.</p> <p>1.11.3. RC discussed the framework for environmental activity which covers IEC, public scoping and hearing, public consultation, technical scoping, field reconnaissance, field survey (sampling), Focus Group Discussion (FGD) and perception survey including the target participants, information to be delivered and methods to be used, coordination needed to LGU and Barangay; and the timeline.</p> <p>1.11.4. RC discussed the framework resettlement action plan activity which covers IEC, SCM, Focus Group Discussion (FGD) and RAP field survey including the target participants, information to be delivered, and methods to be used, coordination needed to LGU and Barangay; and the timeline.</p> <p>1.11.5. RC said that after the IEC meeting, DOTr/JDT are expecting to get clearance from LGU Pasay to resume survey activities that were suspended due to the COVID 19 situation. He also asked support from the LGU of Pasay for all the project activities.</p> <p>1.11.6. RC presented the environmental public consultation flow from coordination with LGUs up to the conduct of activity.</p> <p>1.11.7. RC presented the RAP SCM options in which PAPs will select if they will attend an on-site or off-site. For the on-site, classroom or basketball court will be utilized depending with the availability of the venue but for the off-site/online, PAPs need to have an online meeting system, good internet connectivity and gadgets e.g. phone, tablet, laptop</p> <p>1.11.8. RC continues his presentation with the SCM flow for both onsite and online.</p> <p>1.11.9. RC presented the summary of field survey activities: CAT, SES, PAB and RCS including each activity, survey team composition, place of survey, duration of each survey and if the survey will have a direct contact with PAPs or not.</p> <p>1.11.10. RC discussed the SES options which include: online option, call center and on-site. Each option has methods to be used, type of participants, if the survey will have a direct contact with PAPs or not, timing of survey; and materials and facilities required.</p> <p>1.11.11. RC presented the RAP field survey flow from preparation to the conduct of field survey and SES.</p> <p>1.11.12. RC discussed the support required to LGU by asking the situation of COVID 19 in the LGU/barangay in order to have necessary precautions for both PAPs and staff.</p> <p>1.11.13.</p>	
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2.	<p>Open Forum</p> <p>2.1 Edwin Javaluyas (EJ) from Pasay City Engineering Office asked if the MMSP alignment as shown is the same project with the alignment going to the airport or different.</p> <p>2.1.1 RC explained the MMSP project from Valenzuela City is connected to the NSCR-Ex as well as to the proposed project going to NAIA T3. But for this project, the scope is the alignment from Fort Bonifacio barangay to the curve section in Taguig. He then asked Satish Bhagat (SB) to explain the alignment of the MMSP project that will connect to NAIA T3.</p> <p>2.1.2 SB explained the alignment along Fort Bonifacio to NAIA T3 under the scope of MMSP. He mentioned that MMSP Team has meeting today (15 October 2020) but was cancelled in which it will explain the MMSP interoperability. He added that the concern will be discussed by the MMSP RAP Team with the Pasay LGU.</p> <p>2.1.3 SB confirmed that from Senate station, there will be two tracks going to FTI station and another two tracks going to NAIA T3. The project will pass through the property along Villamore golf course, NEWPORT City development and NAIA Expressway.</p> <p>2.1.4 EJ asked that the project mentioned was the same to the project that was discussed before to the city of Pasay</p> <p>2.1.5 SB showed the alignment of MMSP and NSCR-Ex in Google Earth to clearly understand where the projects pass through including the interconnection specifically what funding agency will provide assistance in each project. The curve section as discussed in the slides from senate station to FTI will be jointly funded by JICA and ADB while the tunnel portion going to the airport will be funded by JICA.</p> <p>2.1.6 EJ clarified that the project from Valenzuela is the MMSP project that will be going to FTI and will interconnect to the NSCR-Ex project.</p> <p>2.1.7 SB explained that the end point of the subway will be at Bicutan Station however, the train from Valenzuela will also be going to Calamba using the NSCR-Ex tracks.</p> <p>2.1.8 EJ asked if the train of NSCR-Ex will be coming from Malolos Bulacan</p> <p>2.1.9 CM clarified that the train will be coming from Clark but with station in Malolos Bulacan as part of NSCR Ex. Project</p> <p>2.2 EJ asked to provide LGU of Pasay the alignment of the project for their references</p> <p>2.2.1 CM requested SB for the MMSP alignment</p> <p>2.2.2 SB said that he will give to DOTr MMSP the alignment and requested CM to coordinate within DOTr</p> <p>2.2.3 CM said DOTr will provide the NSCR-Ex project alignment for both projects</p> <p>2.3 Johrai Rangiris (JR) from Pasay City Engineering Office said that Pasay LGU is following the DPWH circular No. 39 with regards to the protocol that all workers going to Pasay will go through the city health office for testing and contact tracing.</p> <p>2.3.1 RC explained that NSCR-Ex project is different from DPWH projects in that they are confined in the project. NSCR-Ex is still under the planning stage and requested Ecosys representative to provide additional information.</p> <p>2.3.2 JR clarified that they still require to submit such documents since survey will go inside the barangay under the premises of Pasay</p> <p>2.3.3 Annabelle Herrera (AH) explained that with regards to survey all alignment are underground so there will be no ground survey to be conducted. The activity that will be conducted is only the SCM with the stakeholders but still no guarantee that the activity will be a face to face meeting. The PAPs will choose their preferred platform either online or onsite. In case the PAPs choose the onsite SCM, Ecosys will submit the documents required to Pasay LGU health office. She informed LGU Pasay that during the SCM activity PAPs are requested to accomplish the health check form to be provided before the start of SCM. Also, she informed Pasay LGU that a copy of the health check form documents</p>	
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	<p>accomplished by the survey team will be provided to Pasay health office for contact tracing purposes.</p> <p>2.4 Fernando Fandino (FF) said that the Assessor's Office does not have a question with the alignment since the project will traverse with the national government property except in a small portion in the south super highway.</p> <p>2.5 RC suggested that after the IEC meeting, coordination will Pasay will follow with regards to the commencement of RAP/Envi activities. He then asked the focal person in Pasay for proper coordination on the way forward activities of the project.</p> <p>2.5.1 CM asked LGU of Pasay if JR will be the focal person for DOTr coordination</p> <p>2.5.2 JR was assigned as the focal person, approved by EJ</p> <p>2.6 CM informed EJ that all documents that have been requested will be sent to JR</p> <p>2.6.1 EJ confirmed that all documents that have been requested will be sent to JR as it will also be given to him the copy by JR</p> <p>2.6.2 JR said that he will provide the email address to DOTr where to send the requested documents</p> <p>2.7 CM requested SB the alignment</p> <p>2.7.1 SB said that he will submit to DOTr MMSP and DOTr NSCR-Ex will coordinate with them</p> <p>2.7.2 CM asked John Eric Arevalo (JEA) that DOTr-NSCR-Ex will coordinate for the MMSP project alignment</p> <p>2.8 RC said that since LGU of Pasay assigned the focal person, DOTr should coordinate the next activity particularly the start of the survey activities</p> <p>2.8.1 CM asked JR that DOTr will coordinate with LGU Pasay through him. She said that DOTr will provide the work plan to LGU Pasay with the timeline.</p> <p>2.8.2 EJ confirmed that all documents that will be submitted will be through JR as he will also provide the said documents to him including the assistance to be requested</p> <p>2.9 CM and RC thank LGU of Pasay for the conduct of IEC and for the way forward activity. CM said that PPT and attendance of the meeting will also be provided to LGU Pasay.</p>	
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Prepared by: RC/RG/NJ

Agreed to as form and content:

RUPERTO CRUZ
JICA Design Team

MARY JANE LARGO
Department of Transportation

LGU Pasay

Appendix 6. Attendance and Minutes of the Meeting of the Second IEC

Attendance

Minutes of the Meeting

Minutes of the Meeting					
Project	The Detailed Design Study (Including Supplementary Feasibility Study) of the Malolos-Clark Railway Project and the North South Railway Project – South Line (Commuter)				
Subject	Information Education Communication (IEC) Meeting for Taguig LGU				
Date and Time	September 24, 2020 9:00 am – 11:00 am				
Venue	Zoom Meeting				
Attendees	NAME	ORG	NAME	ORG	
	Charlotte Mananquil	CM	Leo de Castro		ADB
	Vincent Jorie Dieg Rosales		Elize Guerro		ADB
	Racil Atutubo		Akiko Miyakawa		JDT
	Maria Amine Berdan		Yuka Shibata		JDT
	Rommaeca Pascual		Tatsuya Akiguchi		JDT
	Alvin Sacaguig		Kayo Nagata		JDT
	Monica Francisco	MF	Ruperto Cruz	RC	JDT
	Beo Raven Bensurto		Reynaldo Gison		JDT
	Ronald Barcena	RB	Office of the Mayor	Norjay Jeruta	JDT
	Gerome Michael R. San Pedro		Admin Office	Wako Murohara	JDT
	Generoso Ignacio	GI	LHO	Verna Vidal	JDT
	Juanita N. Cruz		LHO	Mary Kristalin Mallari	JDT
	Leilany Q. Ursua		CSWDO	Josine Maris Divina Pacis	JDT
	Roberto S. Villaluz	RV	Assess Office	Pia Madid	JDT-MMSP
	Gilda Candelario		CPDO	Satish Bhagat	JDT-MMSP
	Agapito Cruz	AC	UPAO	Annabelle Herrera	AH
	Bernardo Remolete		CEO	Nesah Jariel	Ecosys
	Lorenzo Fortuno		Taguig- Brgy North Daang Hari	Cyrenne Pelayo	Ecosys
	Paciano Fallar Jr		LGU Taguig		
Agenda	<ol style="list-style-type: none"> 1. Project Information 2. Environmental Activity 3. Resettlement Acquisition Plan Activity 4. Grievance Redress Mechanism 5. Implementation Schedule 6. COVID-19 Protocols 7. Required LGU Support 8. Open Forum 				
Materials	Collected	N/A			
	Distributed	PowerPoint presentation of Taguig IEC			
NO.	TOPICS DISCUSSED				ACTION
1.	Preliminary <ol style="list-style-type: none"> 1.1 Charlotte Mananquil (CM) discussed the agenda of the IEC meeting followed by the presentation of the project information. 1.2 Ruperto Cruz (RC) presented the background of the Metro Manila Subway Project (MMSP) and NSCR-Ex interconnection from February 2018 up to present. He then presented the interconnection of MMSP project to NSCR-Ex project by showing the alignment of the two said projects 1.3 RC also presented the underground section along Senate to FTI in which MMSP will be a part for the stated section will become part of the NSCR ex project jointly be funded by ADB and JICA same with NSCR-Ex project. However, NSCR-Ex project will handle the RAP field survey of the MMSP Senate to FTI section. He then showed the barangay boundary along the section 1.4 RC provided an idea on the information of underground section that the ROW will have an approximately 20-25m width and 26-28m depth; and showed the tunnel boring machine will used for the tunneling works. 1.5 RC showed the alignment along FTI to Bicutan section including the overlapping of NSCR-Ex and MMSP projects. 1.6 CM presented the station and train system; and showed the station perspective of Nicole Station. 1.7 Monica Francisco (MF) presented the environmental part particularly the scope of the environmental activity of the project with the proposed timeline of each activity. 				

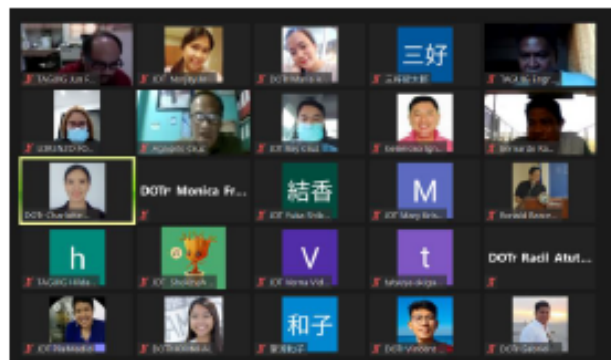
	<p>1.8 CM discussed the number of the affected households in Taguig based with FS RAP survey and the scope of RAP activities done at DD stage.</p> <p>1.9 Maria Armine Berdan (MAB) discussed the grievance redress mechanism. She showed operation and requirements for setting up the help desk; and the establishment of DOTr hotline for the provision of assistance in handling any issues, concerns and questions related to the project. She provided updates that DOTr already conducted the grievance redress workshop last September 2019 and March 2020. She informed that Taguig LGU already designated focal person for the grievance redress from the office of City Local Housing Office.</p> <p>1.10 MAB said that the establishment of help desk will be on May 2021. She then asked assistance from LGU Taguig to provide the office equipment for the help desk</p> <p>1.11 CM presented the project implementation schedule but mentioned that if there be any changes, Taguig LGU will be informed.</p> <p>1.12 Considering the current situation, RC explained the safety and health protocols for the conduct of RAP activities under the COVID 19 pandemic. He mentioned the three steps which are prevent, protect and react.</p> <p>1.13 RC continued his discussion with the framework of environmental and resettlement action plan activity.</p> <p>1.14 Yuka Shibata (YS) said that the safety and health COVID 19 protocols cover both environmental and RAP activities. She informed that JDT is not requiring for RAPID test.</p> <p>1.15 RC said that health declaration should be considered specifically the key staff that will conduct the field activities.</p> <p>1.16 RC continue the presentation with the SCM and public consultation options on conducting either online or on-site methods for environmental activities followed by showing the environmental public consultation flow.</p> <p>1.17 RC also presented the RAP SCM options either online or on-site methods with the corresponding flow of activities.</p> <p>1.18 RC continued the presentation for the field survey activities and the measures to address health and safety protocols</p> <p>1.19 CM discussed the assistance or support requested for LGU of Taguig. She asked the pandemic situation in the barangay affected by the project which are Fort Bonifacio, Western Bicutan, Tanyag, Bagumbayan, South Daang Hari and North Daang Hari.</p>	
2.	<p>Open Forum</p> <p>2.1 Generoso Ignacio (GI) from Local Housing Office mentioned about the survey approach of the project. He explained the activities conducted with the South East Metro Manila Expressway (SEMME) a DPWH project in which during the parcellary survey, the Project Affected Persons (PAPs) were already identified. Those who are affected were only those who conducted the census and tagging (CAT) for the assessment for the replacement cost. After which, 1. Consultation with the PAPs followed since attendees were already identified and entitlement will also be clarified and 2. Assessor's Office involvement in the activities for the issuance of the tax declaration for land and structures particularly ISF structures.</p> <p>2.1.1 RC explained the activity will be conducted almost simultaneously however, he then requested Annabelle Herrera, (AH) to further explain the survey process.</p> <p>2.1.2 As additional information, Anabelle Herrera (AH) explained that based with the project process, Stakeholders Consultation Meeting, (SCM) will be the first step as needed to explain to the PAPs the activities to be conducted on the ground. After which, Census and Tagging, (CAT) will be performed together with Detailed Measurement Survey, (DMS), Replacement Cost Survey (RCS), as-built and parcellary. Of all the process as mentioned, DMS will take a little bit longer, considering that detail measurement of the affected structures will thoroughly done.</p> <p>2.1.3 AH clarified that the Taguig LGU will be a tax declaration for ISF.</p> <p>2.1.4 Roberto Villaluz (RV) of Assessor's Office explained that referring with the recent government projects, ISFs issued tax declaration for taxes and as proof of ownership of the property. He added that there are requirements needed before the issuance of the tax declaration to the ISFs e.g. survey of the tax map from the LHO for verification and avoid possible conflicting of owners.</p>	

	<p>2.2 RV requested to have a side by side survey with the project for the verification of the measurement of LGUs and the project proponents for coordination purposes.</p> <p>2.2.1 AH asked clarification for the as-built survey, consultant will coordinate with the Assessor's Office for the side by side survey.</p> <p>2.2.2 RV confirmed the request together with the Local Housing Office (LHO) as they will provide the list of verified status of ISF e.g. owner, renter for the issuance of the tax declaration in coordination with LHO, Urban Poor Affairs Office (UPAO) and project. He added that they needed the final alignment of the project to know the land and structures affected by the project. He also said that they will conduct a re-assessment of structures to those ISFs as based on their records some were yet updated.</p> <p>2.2.3 AH asked DOTr about the request of RV to conduct a side by side survey considering that the mentioned activity could be done during DOTr validation with the LGU representative.</p> <p>2.2.4 CM said with regards to the request, DOTr will clarify and discuss with their team</p> <p>2.3 CM asked the LGU Taguig representative a clearance to conduct the RAP activities on the ground and the support requested for the project.</p> <p>2.4 RV explained the concern of LGU about the ISFs that occupy the property for so long without paying the taxes hence, Taguig is seek to impose taxes for the ISFs in the area. He added that LGU Taguig have parameters in computing the taxes per structures by issuance of city ordinance from the City Council. Every structure has been measured based with the fair market value duly enacted ordinance in which year back taxes were imposed.</p> <p>2.4.1 RV mentioned that along the senate to FTI section, they have demolished some ISFs from the DPWH project but prior to demolition, a side by side surveys were conducted for the LGU to have the same measurement with the project. He then clarified that the measurement and computation of LGU were for the tax purposes only and not for the compensation package.</p> <p>2.4.2 RV requested DOTr to coordinate with the LGU of Taguig before the payment of compensation to the ISFs so that taxes will also be paid to them</p> <p>2.5 CM asked the LGU Taguig representatives if after the IEC meeting, the project can proceed with the 1st SCM and RAP activities.</p> <p>2.5.1 Ronald Barcena (RB) of the Office of the Mayor said that they are informed that apart with the IEC meeting, the safety and health protocols of the LGU will also be discussed.</p> <p>2.5.2 RB requested DOTr to provide an executive summary about the discussion for the recommendation to the Mayor as the question is on how the observance of the safety and health protocols will be implemented.</p> <p>2.5.3 RB said that they will inform DOTr the result of discussion with the City Mayor.</p> <p>2.5.4 CM clarified that the result of the discussion will be presented to the mayor and will inform DOTr the feedback from the mayor.</p> <p>2.5.5 RB said that the LGU is concern about the safety protocol as the city have their own protocols hence, they need to report to the Mayor the standards of the said protocols</p> <p>2.5.6 CM informed RB that in any assistance about the safety protocol to discuss with the mayor</p> <p>2.5.7 RB said that LGU Taguig will request another meeting together with the Safe City Task Force (SCTF), if necessary. The SCTF is the office in the LGU Taguig created for the regulation of COVID 19, a local version of IATF guidelines.</p> <p>2.6 AH showed and explained the actual conduct of SCM complying the safety and health protocols.</p> <p>2.6.1 RB then asked the sample of the field survey</p> <p>2.6.2 AH said that photos of site activities e.g. CAT, DMS will be provided. She explained that for the SES, house to house will be avoided, if possible. She explained the three options for the SES: i. online survey, ii. Survey through phone and iii. On-site with set up a tent or basketball court with desk with separator shield between the enumerators and PAP.</p> <p>2.6.3 AH elaborated that for the field survey, staff who will have a direct interaction with the PAPs will wear a full PPE and disinfect before and after going inside the houses.</p>	
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2.6.4	RB asked the staff who will be going for the field activity. Number of staff from LGU, Barangay, Consultant and DOTr to strictly follow the social distancing, even with convergence of people. He then requested the video presentation, photos of field survey and schedule of activity with the number of staff
2.6.5	AH committed to submit the video presentation, photos of field survey with the number of staff expected to join the team. She mentioned that the team is minimizing the staff who will join the survey e.g. CAT, DMS only 1 person enter the house to conduct the survey with wearing a full PPE
2.6.6	RB asked if the schedule of survey will come from DOTr so that LGU of Taguig may provide staff to join the survey for the monitoring of Safe City Task Force (SCTF)
2.6.7	AH confirmed that the schedule of survey will come from DOTr
2.7	Agapito Cruz (AC) of Urban Poor Administrative Office commented that the discussion were all about replacement cost. He asked about the relocation of the ISFs.
2.7.1	CM confirmed that there will be relocation site for the ISFs. She mentioned that the avenue for the discussion about the relocation will be during the SCM and FGD.
2.8	CM asked RB and GI that once DOTr will submit the documents requested next week, the target date for the LGU of Taguig to provide feedback for the commencement of RAP activities.
2.8.1	RB committed that LGU of Taguig will closely coordinated with DOTr by giving the feedback to commence the RAP activities. He added that if there will be question for the presentation, a face to face meeting will be requested to DOTr
2.8.2	CM asked the possibility to conduct the activity by next month
2.8.3	RB said that LGU of Taguig is only waiting for the documents to give clearance to proceed the activities as they need to confirm with the SCTF
2.8.4	CM said that DOTr will closely coordinated with the office of the mayor and LHO for the documents required and the commencement of the activities
2.8.5	RB said that LGU of Taguig will request a meeting with DOTr and Consultant if necessary for the presentation to the Safe City Task Force (SCTF)
2.9	AC asked if there will be relocation for the ISFs
2.9.1	CM confirmed that there will be relocation for the ISFs as part of the JICA and ADB social safeguard for the project depending of the qualification of the PAP for socialized housing or public rental.
2.10	Bernardo Remolete (BR) of City Engineering Office about the demolition and relocation that upon implementation, there are PAPs who already have tenants "Sanla Tira". He asked on how the project will address such arrangement of the PAP
2.10.1	CM explained that DOTr have partnership with the Socialized Housing and Financial Corporation (SFHC) in coordination with the National Housing Authority (NHA) to validate if the PAP have already given socialized housing or not during the screening process.
2.10.2	RV explained the arrangement of owners versus tenants. That in the case the tenant was the one improved the property and later will seek the payment of the improved property as they have agreement of sanla tira. He said that the issues will be resolved through the Beneficiary Selection Arbitration and Awards Committee (BSAAC)
2.10.3	AH said that during the survey the PAP/owner of the structure identified however, there will be a validation between DOTr and LGU through LIAC to be conducted to ensure the ownership of the structure. She said that under BSAAC those issues and concern will be resolved.
2.11	GI asked about the establishment of RIMC that there will funds to be downloaded to LGU for resettlement for social housing and finance. He mentioned about the mandamus that the sending LGUs and accepting LGUs will have a contract hence, suggested to have an agreement between parties as other LGUs have already agreement with the other LGUs e.g. Makati to Baras etc for them to prepare since the agreement between LGUs is a long process. Also if it's in-city relocation, the city need to look for a space for the relocation site as the construction takes 18 to 24 months

- 2.11.1 RB asked if SHFC have policies for the sending and accepting LGUs for the relocation site.
- 2.11.2 CM said that SHFC will be invited in the meeting. She said that they will spearhead the process of the relocation.
- 2.11.3 RB requested DOTr to set a meeting with SFHC to discuss about the relocation of the PAPs
- 2.11.4 CM said that DOTr will coordinate with SHFC to set a meeting to discuss about the relocation of the PAPs. She added that during the LIAC meeting, SHFC will attend as it's also a member of the LIAC. DOTr will have a separate coordination with SHFC to set a meeting
- 2.12 GI said that LHO already have green light about the RIMC agreement so it need to be signed as basis to proceed with the project
- 2.12.1 CM asked the agreement with LHO comments to be forwarded to DOTr legal for their review and approval.
- 2.12.2 GI mentioned that LGU Taguig will send a formal transmittal of their comments with the RIMC agreements
- 2.13 CM asked DOTr civil team if they have issues and concerns to be raised with Taguig LGU
- 2.13.1 Alvin Sacaguing (AS) said that DOTr civil team will coordinate with LGU Taguig for their issues and concerns e.g. drainage system.
- 2.14 CM provided summary to be done:
- Presentation feedback from the office of the mayor through RB to obtain clearance commence the activity subject for the submission of the required documents
 - DOTr will set a separate meeting with SHFC and LGU for the discussion about the relocation
 - LGU of Taguig requested for the side by side survey works
- 2.15 RC requested to have a courtesy meeting with the barangay representative. He then asked the LGU Taguig if still need to wait for the feedback of the mayor to coordinate with the barangay since barangay representatives were present in the meeting. He clarified that the purpose of the courtesy call with the barangay is for the conduct RAP activities particular the 1st SCM that set on October
- 2.15.1 RB clarified that the presentation to the mayor includes the discussion about the activity with the barangay heads.

Photos:



Prepared by: RC/NJ

Agreed to as form and content:

JICA Design Team

Department of Transportation

LGU Taguig

Appendix 7. GRM Brochure

May karapatan ba sa tulong o ayuda ang isang non-property owner o hindi nagmamay-ari ng lupa o bahay?

Replace with "no worse off policy"

Oo. Isinasaad sa ADB Social Policy Safeguards (2009) at JICA Guidelines for Environmental and Social Considerations (2010) ang **no worse off policy** para sa lahat ng appektado, at sila ay binibigyang karapatan na humingi ng tulong o suporta kung mapatunayang kwalipikado.

Ano ang mangyayari sa mga mapapaalis na pamilya?

Sa pakikipagtulungan kasama ang iba't-ibang Key Shelter Agencies ng bansa kabilang ang Department of Human Settlements and Urban Development o DHSUD (dating Housing and Urban Development Coordinating Council), Social Housing Finance Corporation (SHFC), National Housing Authority (NHA), Home Development Mutual Fund (o mas kilala bilang PAG-IBIG Fund) at ng mga lokal na pamahalaan, may nakahandang Relocation at Resettlement Assistance ang programa (depende kung kwalipikado) kabilang ang mga sumusunod:

- Socialized Housing
- Public Rental
- Assisted Housing
- Self-relocation Assistance

Kaugnay ng isinasaad ng konstitusyon kung saan "ang pribadong pag-aari ay hindi dapat makuha para magamit ng publiko nang walang makatarungang kabayaran," ang PAP ay babayaran alinsunod sa mga probisyon ng RA 10752 at iba pang batas na tumutukoy sa nasabing usapin.

Ano ang gagawin sa mga kabuhayang maapektuhan ng proyekto?

Mayroong Livelihood Restoration and Improvement Program (LRIP) ang proyekto sa pakikipagtulungan ng iba't ibang KSA (i.e. SHFC, NHA) na sasaklaw sa mga sumusunod:

- Cash compensation (income loss, transactional cost)
- Priority Employment on construction works
- Allowances
- Skills training
- Reestablishment assistance (ISF as priority)



PAANO NAKASISIGURO NA ANG LAHAT NG MGA ISYUNG MAY KINALAMAN SA PANGKAPALIGIRAN, KALUSUGAN, AT KALIGTASAN AT KARAHASAN BATAY SA KASARIAN AY MAISASAALANG-ALANG AT MATUTUGUNAN?

Pagtugon sa mga Isyung Pang-kapaligiran, Kalusugan at Kaligtasan

Ang lahat ng impormasyon ukol sa proyekto na may kinalaman sa pang-kapaligiran, kalusugan, at kaligtasan ay nakasaad sa tinatawag na Environmental Impact Statement (EIS) bilang pagsunod sa Philippine Environmental Impact Statement System (PEISS), JICA Guidelines for Environmental and Social Considerations, at ADB Safeguard Policy Statement. Kalakip din dito ang iba't ibang hakbang na kailangan gawin ng proyekto bilang pagtugon sa iba't ibang isyu o suliranin na maring lumitaw habang binubuo ang proyekto.

Alinsunod sa mga nakasaad sa Environmental Compliance Certificate na ipinagkaloob ng DENR para sa proyektong ito, kailangan na masigurado ng DOTr na ang mga natukoy na suliranin ukol sa kapaligiran, kalusugan at kaligtasan ay mayroong karapatang proseso ng pagtugon.

Pagtugon sa mga Isyung Ukol sa Karahasan Batay sa Kasarian

Magkakaroon ang proyekto ng tinatawag na 'GBV Guidelines' kung saan nakasaad ang iba't ibang uri ng mekanismo na tumutukoy sa mga karahasang batay sa kasarian para sa iba't ibang uri ng stakeholder (mga tao sa komunidad, mga empleyado, at iba pa) at kung paano tutugunan ang mga nasabing karahasan. Ito ay mayroong paggabay at partisipasyon ng mga katulong na institusyon ng proyekto kabilang na ang DOTr, lokal na pamahalaan, at kontraktor.



NSCR-Ex Hotline

Bukas mula 8:00 ng umaga hanggang 5:00 ng hapon,
Lunes hanggang Biyernes

Globe: 0927-450-6720
Smart: 0939-223-7993

nsnr.grm@dotr.gov.ph

Local Help Desk

LOKAL NA PROSESO NG PAGDINIG O RESOLUSYON SA REKLAMO




TULUY-TULOY NA LAKBAY SA MAGINHAWANG BUHAY

NORTH-SOUTH COMMUTER RAILWAY-EXTENSION PROJECT (NSCR-Ex)



Appendix 8. Draft MOA for the Creation of PIAC

DRAFT MEMORANDUM OF AGREEMENT (MOA) FOR THE CREATION OF A PROJECT INTER-AGENCY COMMITTEE (PIAC)



JOINT MEMORANDUM CIRCULAR NO. __ SERIES OF 2019

TO: DOTr, PNR, DHSUD, NHA, SHFC, DILG, DSWD, DTI, DOLE, DEPED, DOH and DBM REGIONAL, PROVINCIAL, EXTENSION OFFICE, ATTACHED AGENCIES, AND OTHER NATIONAL AND LOCAL GOVERNMENT AGENCIES CONCERNED

SUBJECT: CREATION OF A PROJECT INTER AGENCY COMMITTEE (PIAC) AND TECHNICAL WORKING GROUPS (TWGs) FOR THE IMPLEMENTATION OF RELOCATION AND RESETTLEMENT ACTIVITIES FOR THE DOTR RAILWAY PROJECTS AND DEFINING THE ROLES AND RESPONSIBILITIES OF MEMBER AGENCIES

I. BACKGROUND

WHEREAS, the goals stated under *Ambisyon 2040*, the country's long term vision, the 2030 Agenda for Sustainable Development, and the President's 0+10 Point Socioeconomic Agenda have been translated into coherent policies and strategies in the Philippine Development Plan (PDP) 2017-2022;

WHEREAS, Executive Order No. 27 s. 2017 directs all government agencies and instrumentalities, including local governments to implement the Philippine Development Plan (PDP) and Public Investment Program (PIP) for the period 2017-2022 and to align their budgetary and departmental/corporate programs with the strategies and activities identified in the PDP 2017-2022;

WHEREAS, the PDP identified infrastructure development as among the top priorities of the government to sustain inclusive economic growth, generate new jobs and improve the quality of life in both urban and rural communities;

WHEREAS, included the priority infrastructure projects approved by the NEDA Board, that are envisioned to enhance connectivity and promotion of growth centers outside the urban-industrial region and contribute to the Build, Build, Build Agenda are the following railway projects of the Department of Transportation (DOTr):

- a. Philippine National Railways (PNR) South Commuter Line Extension (NSCR-EX)-
Manila to Calamba Laguna, Calamba, Laguna to Batangas;
- b. PNR South Long Haul (PNR SLH)- *Calamba, Laguna to Matnog, Sorsogon;*
- c. PNR North 1 (PNR N1)- *Tutuban, Manila to Malolos, Bulacan;*

- d. PNR North 2 (PNR N2) -*Malolos-Clark Airport-Clark Green City Rail*;
- e. Metro Manila Subway Project (MMSP)

WHEREAS, some segments of the Right of Way (ROW) for PNR NSCR-EX, PNR SLH, PNR N1 and PNR N2 are currently occupied by an estimated 105,000 informal settler families that will require relocation and resettlement;

WHEREAS, to implement the relocation and resettlement of the ISFs, the DOTr has engaged the support of the Social Housing Finance Corporation (SHFC) and the National Housing Authority (NHA) under the supervision of the Department of Human Settlements and Urban Development (DHSUD);

WHEREAS, the conduct of relocation and resettlement will require the development of resettlement sites, provision of access to basic services, adequate facilities and employment and livelihood opportunities for the project beneficiaries in accordance with the provisions of the *Urban Development and Housing Act (UDHA)*, *National Resettlement Policy Framework*, as well as the Environment and Social Safeguard policy, standards and requirements of the Japan International Cooperation Agency (JICA) and the Asian Development Bank (ADB) for their co-financed projects;

WHEREAS, to ensure the efficient delivery of social services and programs to the target beneficiaries by concerned agencies, it is deemed necessary to form coordinating committees and work groups with the concerned national and local government agencies such as the Project Inter-Agency Committee (PIAC), Technical Working Groups (TWGs) and Local Inter-Agency Committees (LIACs).

II. PURPOSE

This Joint Memorandum Circular (JMC) is formulated to define the purpose of the Project Inter-Agency Committee (PIAC) and Technical Working Groups (TWGs), define the roles and responsibilities of the member agencies in support of the implementation of the relocation and resettlement activities to ensure close coordination among concerned agencies, facilitate convergence of policies, plans and programs to ensure development of sustainable new communities.

III. CREATION OF THE PROJECT INTER-AGENCY COMMITTEE (PIAC)

The Project Inter-Agency Committee (PIAC) is hereby created with the following objectives:

- a. Establish high level coordination among concerned agencies to support the DOTr, NHA, SHFC and the LIACs and in the implementation of policies, programs and projects as contained in the Resettlement Action Plans (RAPs);
- b. Craft and approve project-specific policies that are not in contrary to, and may have not been covered by the provisions of the approved Resettlement Action Plan (RAP);
- c. Consolidate and mobilize resources to hasten synchronized and efficient budgeting and implementation of programs and projects identified under the RAPs;
- d. Review, deliberate and provide resolution/action on issues and grievance complaints

elevated at their level.

IV. ROLES AND RESPONSIBILITIES OF THE PIAC MEMBER AGENCIES

1. Department of Transportation (DOTR)

As the project proponent, shall:

- Chair the PIAC and facilitate regular coordination meetings;
- Supervise and coordinate the preparation and implementation of the RAPs for the project affected persons (PAPs);
- Coordinate with the Department of Budget and Management (DBM) and concerned agencies to ensure appropriation of budget for the provision of basic services and facilities and livelihood programs and projects for affected families;
- Lead the conduct of voluntary and involuntary relocation in coordination with SHFC and/or NHA and concerned government agencies;
- Periodically monitor and review the accomplishment by NHA and SHFC of financial and physical milestones based on the Implementation Plan;
- Function as lead external communication channel for the projects to promote transparency and accountability; and
- Extend full cooperation and assistance to the Department of Human Settlements and Urban Development (DHSUD) as the Resettlement Implementation Coordinator (RIC).

2. Philippine National Railways (PNR)

As owner of certain ROW segments for the projects, and the eventual owner of to be acquired and to be completed assets of the projects, shall:

- Designate technical personnel to identify the demarcation and final alignment of the project area, including identification of private properties within the right-of-way (ROW) area and assist the LIACs during the relocation and resettlement activities;
- Issue necessary notices for voluntary and involuntary relocation and certification of the list of affected families;
- Secure cleared areas upon clearing and turnover of SHFC and NHA; and
- Prepare and apply for Certificate of Compliance (COC) with concerned LGU/Local Housing Boards prior to relocation.

3. Department of Human Settlement and Development (DHSUD)

As the Resettlement Implementation Coordinator (RIC) to oversee and supervise the relocation and resettlement of the covered ISFs, shall:

- Serve as Co-chair and Secretariat to the PIAC;
- Perform and provide policy direction, coordination, supervision, facilitation, and monitoring and evaluation (M&E) of the resettlement-related activities of NHA, SHFC, and other relevant local and national housing and social welfare agencies, pursuant to their respective agreements with the DOTr and PNR and/or mandates;
- Assist the concerned LGUs in the creation of the Local Inter-Agency Committee (LIAC) to support the preparation and implementation of the RAPs;
- Oversee the implementation of the livelihood and income restoration programs by concerned government agencies and LGUs;
- Consolidate and maintain a beneficiaries' database (such as socio-eco profile and livelihood/training needs assessment) and provide access to concerned government agencies as basis for their preparation of applicable programs and

- projects; and
- Approve the resettlement plan, project implementing rules and regulations and terms of reference for the aforementioned projects.

4. NATIONAL HOUSING AUTHORITY (NHA)

As the implementing agency for the relocation and resettlement of project-affected ISFs from PNR N1, PNR N2 and PNR-SLH segments shall:

- Implement relocation and resettlement of project-affected ISFs through the Community Based Initiated Approach (CBIA) in coordination DOTr, DHSUD and other concerned agencies;
- Implement resettlement planning considerations and implementation processes consistent with Republic Act No. 7279, or the Urban Development and Housing Act of 1992 and its Implementing Rules and Regulations; the National Resettlement Policy Framework (NRPF); and other applicable policies, guidelines, rules, and regulations for the implementation of NHA housing programs and arrangements with other implementation partners and stakeholders, such as affected LGUs and Official Development Assistance (ODA) partners;
- Assist the concerned LGUs in the creation of the Local Inter-Agency Committee (LIAC) to support the preparation and implementation of the RAPs;
- Provide concerned agencies with pertinent beneficiary data (such as socio-eco profile and livelihood/training needs assessment) to be used as basis for their preparation of applicable programs and projects; and
- Support the implementation of the livelihood and income restoration programs by concerned government agencies and LGUs.

5. SOCIAL HOUSING FINANCE CORPORATION (SHFC)

As the implementing agency for the relocation and resettlement of project-affected ISFs from NSCR-EX segments shall:

- Implement community-driven relocation and resettlement of project-affected ISFs in coordination DOTr, DHSUD and other concerned agencies;
- Implement resettlement planning considerations and implementation processes consistent with Republic Act No. 7279, or the Urban Development and Housing Act of 1992 and its Implementing Rules and Regulations; the National Resettlement Policy Framework (NRPF); and other applicable policies, guidelines, rules, and regulations for the implementation of NHA housing programs and arrangements with other implementation partners and stakeholders, such as affected LGUs and Official Development Assistance (ODA) partners;
- Assist the concerned LGUs in the creation of the Local Inter-Agency Committee (LIAC) to support the preparation and implementation of the RAPs;
- Provide concerned agencies with pertinent beneficiary data (such as socio-eco profile and livelihood/training needs assessment) to be used as basis for their preparation of applicable programs and projects; and
- Support the implementation of the livelihood and income restoration programs by concerned government agencies and LGUs.

6. DEPARTMENT OF INTERIOR AND LOCAL GOVERNMENT (DILG)

As the supervisory agency for LGUs, shall:

- Assist the NHA and SHFC in coordinating with the sending and receiving LGUs regarding the relocation and resettlement of affected ISFs;
- Provide support to DOTr and concerned agencies in securing and facilitating

- the necessary clearances and permits from LGUs;
- Issue necessary policies/orders to LGUs to facilitate implementation of relocation and resettlement programs and projects; and
- Ensure the support of the Philippine National Police (PNP) during the relocation and resettlement activities.

7. DEPARTMENT OF TRADE AND INDUSTRY (DTI)

As the lead coordinating agency for livelihood development, shall:

- Coordinate with the DHSUD, NHA and SHFC in the identification of training, employment and livelihood requirements of target beneficiaries;
- Coordinate with the Department of Social Welfare and Development (DSWD), Technical Education and Skills Development Authority (TESDA), Department of Labor and Employment (DOLE) and other institutions in the provision of trainings and capacity building programs for relocatees prior to the relocation and resettlement of ISFs and ensure that trainings provided are tailored to the skills requirement of businesses/industries and employment opportunities in the resettlement areas;
- In coordination with the LGUs/LIACs, develop market-driven livelihood programs tailored to the need of the affected families and taking into consideration the available resources, industries and existing programs in the receiving LGUs (i.e One Town One Product Program);
- In coordination with the LGUs, facilitate partnerships between the communities and existing industries in the area for business/livelihood development projects; and
- Facilitate access to credit/financing to micro-entrepreneurs from among the relocated families;

8. DEPARTMENT OF LABOR AND EMPLOYMENT (DOLE)

As the lead agency in facilitating the employment of affected families, shall:

- Prepare an inventory of job opportunities or skills requirements in the receiving LGU and facilitate job-matching in coordination with the concerned Public Employment Services Office (PESO);
- Coordinate with the DTI and local industries to determine the prospective employment opportunities and skills demand in the concerned LGUs; and
- Facilitate issuance of necessary clearances/certifications to and monitoring of compliance of project contractors pursuant to Republic Act No. 6685.

9. DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT (DSWD)

As the lead agency in the provision of social services for marginalized and other vulnerable groups, shall:

- Provide financial assistance to marginalized project beneficiaries in securing requirements for employment purposes such as medical certificate, police/NBI clearance, etc. in coordination with the concerned LGUs;
- Provide assistance to vulnerable groups such as Persons with Disabilities (PWDs), senior citizens and children, in coordination with LGU;
- Ensure that programs for vulnerable groups are incorporated in plans and programs of the concerned agencies; and
- Ensure the participation of the Presidential Commission for the Urban Poor (PCUP) and National Anti-Poverty Commission (NAPC) in the LIACs.

10. DEPARTMENT OF EDUCATION (DEPED)

- Coordinate with the SHFC and NHA to ensure that the department's land

requirement and design standards for school facilities are incorporated in the resettlement design;

- Coordinate with the LGUs to ensure the provision of corresponding school facilities, teaching personnel and supplies in the new school buildings or classrooms to be constructed; and
- Facilitate the efficient transfer of affected school children to the new schools in the receiving LGU.

11. DEPARTMENT OF HEALTH (DOH)

- Coordinate with the SHFC and NHA with regards to implementation of standards for health facilities;
- Support the provision of health facilities including health personnel and supplies in the resettlement site in coordination with the concerned LGUs; and
- Ensure the implementation of health and nutrition programs for project beneficiaries as identified in the Resettlement Action Plan (RAP) to be prepared in coordination with concerned agencies and LGUs;

12. DEPARTMENT OF BUDGET AND MANAGEMENT (DBM)

- Facilitate approval and timely release of budget to concerned agencies to ensure continuity and synchronicity of plans and programs.

The above cited agencies shall designate a permanent and an alternate representative (at least Assistant Secretary level for the permanent representative, or Director level for the alternate representative) to attend the regular meetings of PIAC and to serve as agency focal persons for the project to facilitate coordination.

All member agencies shall ensure the appropriation of program funds in the annual budget as necessary and the designation of corresponding personnel to perform the above cited roles and responsibilities.

Other agencies, may be invited by the PIAC as additional members of the PIAC or resource persons as deemed necessary.

V. CREATION OF TECHNICAL WORKING GROUPS (TWGs)

A Technical Working Group for Relocation and Resettlement and Technical Working Group for Livelihood and Income Restoration from the member agencies and/or attached agencies of the PIAC is hereby created for the following objectives:

Assist the PIAC in the drafting and formulation of pertinent policies and guidelines and mechanisms in support of the relocation and resettlement activities;

Coordinate with concerned agencies in the planning and implementation of programs, projects and activities related to relocation and resettlement including provision of social services and livelihood and income restoration to facilitate complementation and synchronization of program implementation; and

Implement program convergence budgeting.

VI. COMPOSITION OF THE TWGs

1. The ***TWG for Relocation and Resettlement*** shall be comprised of the following agencies: DHSUD as Chairperson, DOTr, SHFC/NHA, PNR, DILG and PCUP as

members.

2. The ***TWG for Livelihood and Income Restoration*** shall be comprised of the following agencies: DTI as Chairperson, DOTr, DHSUD, NHA/SHFC, DOLE, NAPC, TESDA and DSWD as members.
3. Member agencies shall designate a permanent and an alternate representative to the TWGs.
4. Other agencies, may be invited by the TWG as additional member or resource persons as deemed necessary.

VII. SEPARABILITY CLAUSE

If any part or provision of this joint circular is declared void or unconstitutional by operation of law, rules and regulations the same shall apply only to that specific provision and the remaining clauses/provisions shall remain valid and enforceable

VIII. EFFECTIVITY

This Joint Memorandum Circular shall take effect upon the signing of the parties.

ARTURO TUGADE

Secretary, Department of Transportation

EDUARDO D. DEL ROSARIO

OIC-Secretary, Department of Human Settlements and Urban Development

EDUARDO M. ANO

Secretary, Department of Interior and Local Government

ROLANDO D. BAUTISTA

Secretary, Department of Social Welfare and Development

RAMON M. LOPEZ

Secretary, Department of Trade and Industry

SILVESTRE H. BELLO III

Secretary, Department of Labor and Employment

LEONOR M. BRIONES

Secretary, Department of Education

FRANCISCO T. DUQUE III

Secretary, Department of Health

WENDEL E. AVISADO

Secretary, Department of Budget and Management

JUNN MAGNO

General Manager, Philippine National Railways

MARCELINO P. ESCALADA, JR.

General Manager, National Housing Authority

ARNOLFO B. CABLING

President, Social Housing Finance Corporation

Appendix 9. Terms of Reference of External Monitoring Agent

TERMS OF REFERENCE

CONSULTANCY SERVICE TO UNDERTAKE THE EXTERNAL MONITORING OF THE RESETTLEMENT ACTION PLAN IMPLEMENTATION AND ENVIRONMENTAL MONITORING UNDER THE NORTH-SOUTH COMMUTER RAILWAY EXTENSION (NSCR- EX) PROJECT

A. Background

1. The Government of the Philippines (“GoP”) has requested Japan International Cooperation Agency (“JICA”) and Asian Development Bank (“ADB”) for assistance in the development and implementation of the 109-kilometer North-South Commuter Railway Extension (“NSCR-EX,” hereinafter the “Project”), which extends north and south of the North-South Commuter Railway (“NSCR,” Tutuban, Manila-Malolos, Bulacan). The completion of the Project is expected to contribute to the sustainable development of the National Capital Region and of the fast-growing urban areas in Region 3 and 4-A while also improving its connectivity to international airports.
2. The Project consists of two components. The north extension, the Clark Extension, is a 51-kilometer railway from Malolos, Bulacan to Clark International Airport, Pampanga, featuring 49 kilometers to run on a viaduct and 2 kilometers underground with six (6) stations and one (1) depot. The south extension, the Calamba Extension, on the other hand, is a 56-kilometer railway from Solis, Manila to Calamba, Laguna, featuring 52.2 kilometers to run on a viaduct, 2 kilometers underground, and 1.2 kilometers at-grade with twenty (20) stations and one (1) depot.
3. The Department of Transportation (“DOTr”) is the implementing agency (IA). During the implementation of the Project, the DOTr, through the NSCR-EX Project Management Office (“PMO”) and its General Consultant (“GC”), needs to put in place a monitoring system that will:
 - a) Monitor Resettlement Action Plan (“RAP”) implementation, verify internal monitoring information and provide a review and assessment of:
 - (i) achievement of resettlement objectives;
 - (i) changes in living standards and livelihoods;
 - (ii) restoration and/or improvement of the economic and social base of the affected people;
 - (iii) effectiveness and sustainability of entitlements; and
 - (iv) the need for further mitigation measures;
 - b) Monitor compliance with the environment safeguard requirements of the project, as defined in the environmental impact statements (“EIS”), the environmental management plans (“EMP”) and environmental monitoring plans (“EMoP”) approved

- by the Department of Environment and Natural Resources (“DENR”) and cleared by ADB¹ and JICA.

- DOTr shall conduct internal monitoring to track the progress of the delivery of physical and financial targets, resettlement assistance and other entitlements, and environmental management, whereas the External Monitoring Agency (“EMA”) shall carry out independent external monitoring (i) to assess the effects and impacts of the RAP implementation and the extent to which RAP objectives are being achieved and (ii) to assess the implementation of the EMP, EMoP, environmental contractual obligations, effects and impacts of the EMP and the EMoP implementation, and the extents to which environmental management objectives are being achieved.
- Monitoring and evaluation measures are designed (i) to ensure the resettlement plan complies with the ADB Safeguard Policy Statement (“SPS”) concerning involuntary resettlement and (ii) to ensure the implementation of the EMP and the EMoP complies with the ADB SPS concerning environment and health and safety. DOTr requires a qualified and experienced EMA to:

a) **RAP Implementation**

- Provide external monitoring of the RAP implementation,
- Assess how effectively project and resettlement objectives are being met
- Recommend necessary corrective measures when shortcomings are observed

b) **Environmental Management and Monitoring Implementation including Health and Safety**

- Provide external monitoring of the EMP and EMoP implementation,
- Assess the effectiveness in meeting project environment and health and safety objectives
- Recommend necessary corrective measures when non-compliances or shortcomings are observed

B. Objectives of the External Monitoring

- The main objectives of the External Monitoring (“EM”) are:
 - To provide independent periodic reviews on RAP and EMP and EMoP implementation through the External Monitoring Reports (“EMR”)
 - To assess the RAP implementation, including provision of compensation and assistance and implementation of resettlement and Livelihood Restoration and Improvement Program (“LRIP”). Specifically, the objectives include:

¹ References to this requirement: (i) Paragraph 1849, Section 10.1.9 Third Party Monitor – External Environmental Monitor, Updated Environmental Impact Statement for North-South Commuter Railway (NSCR) Clark Extension Project), December 2019;

(ii) Paragraph 68, Facility Administration Manual (Project No. 52093-001) MCRP, April 2019; and (iii) Paragraph 14(c), Schedule 4 of Loan Agreement (Ordinary Operations) between the Republic of the Philippines and the Asian Development Bank, Loan Number 3796-PHI dated 11 July 2019.

- (iv) Assess the extent to which the standards of living of Project-Affected Persons (“PAPs”) are restored or improved
 - (v) Monitor whether the overall project and resettlement objectives are being met in accordance with the RAP, and if not to suggest corrective measures
 - (vi) Assess if rehabilitation measures and compensation are sufficient and comply with the policies and entitlements set out in the RAP
 - (vii) Identify problems or potential problems
 - (viii) Identify methods of responding timely to mitigate and resolve problems.
- c) to verify all information provided by DOTr in the Semi-annual Environmental Monitoring Report (“SEMR”)
 - d) to assess if various EMP and EMoP provisions in the works contractors’ contracts as well as the work contractors’ site-specific construction EMPs (“CEMPs”) are being implemented as required
2. In order to achieve these objectives, the EMA will:
- a) Carry out an impact assessment of the RAP implementation as a means to determine the extent to which it has achieved its goals in addition to evaluating the livelihood and living standards of the physically displaced households both pre and post- relocation
 - b) Document the perspectives of affected persons' view on resettlement, compensation, and grievance redress procedures
 - c) In case of economic displacement, appraise the post-resettlement economic status of the displaced households, especially the vulnerable groups
 - d) Carry out an independent assessment of the EMP and EMoP and CEMP implementation as a means to determine the extent to which it has achieved its goals
3. The EMA will identify best practices that will facilitate the successful implementation of the RAP and EMP and EMoP through the preparation of the EMR.
4. The EMR will also highlight challenges encountered that will be valuable in the formulation of corrective measures to enable effective implementation of the RAP and the EMP and EMoP. Lessons learned will guide the development of effective strategies useful in future formulation of RAP and EMP and EMoP.

C. Scope of Works

1. The key activities to be conducted during the EM shall consist of the following activities:
- a) RAP Implementation
 - (i) Verify results of internal monitoring undertaken by the IA and assess adequacy of the process including replacement cost study and suggest any improvement measures as required;
 - (ii) Assess the extent to which consultation and disclosure activities are inclusive, accessible, and effective in conveying key information from the RAP as well as

provide conditions for PAPs to contribute to decision-making which affects them such as resettlement and livelihood restoration;

- (iii) Verify that compensation and assistance has been provided in accordance with the requirements of the RAP through sample checking and consultation with stakeholders including PAPs;
- (iv) Verify whether DOTr explained restrictions pertaining to easement agreements including the right of refusal and that the PAPs are able to exercise allowable usage of the land subject to the easement agreement;
- (v) Assess whether resettlement objectives are achieved, specifically, whether livelihood and living standards have been restored or enhanced;
- (vi) Assess adequacy of resettlement implementation, especially resettlement housing;
- (vii) Assess appropriateness and effectiveness of the LRIP, accessibility of eligible PAPs to LRIP program activities, and the program's effectiveness in restoring incomes and livelihoods at the household level;
- (viii) Ascertain whether the social safeguards document or plan entitlements were appropriate to meet the objectives, and whether the objectives were suited to PAP conditions;
- (ix) Suggest modification in the implementation procedures of the social safeguards' document or plan, if necessary, to achieve the principles and objectives of the RAPs and resettlement frameworks;
- (x) Review the method of calculation of compensation rates and assess whether it adequately meets the replacement cost and follows the policies and entitlements set out in the RAP;
- (xi) Review the effectiveness of the Grievance Redress Mechanism ("GRM"), its accessibility and its responsiveness to resolving complaints;
- (xii) Review of the implementation arrangements of the RAP and LRIP as part of the RAP;
- (xiii) Recommend actions that will enable achievement of the RAP objectives and resolve problems through the Corrective Action Plan ("CAP")
- (xiv) Prepare and submit to DOTr, JICA, and ADB the periodic External Monitoring Report ("EMR") for review and disclosure in the JICA and ADB project website
- (xv) Temporary impacts due construction will be monitored and reported as part of monitoring of the Environment Management Plan and reflected in the required EMA monitoring reports.

b) EMP and EMoP Implementation

- (i) Verify results of the internal monitoring and supervision undertaken by the IA and assess adequacy of the process and suggest any improvement measures as required;
- (ii) Verify compliance of the IA with the conditions stipulated in the Environmental Compliance Certificate ("ECC") granted to the Project;
- (iii) Conduct site visits and assess works contractors' compliance with the EMP and

EMoP and their CEMP. Such assessment shall include environmental management as well as health and safety performance and compliance with the EMP and the EMoP and the Philippines legal and regulatory framework;

- (iv) Assess the adequacy of the EMP and the EMoP implementation and identify necessary corrective actions, as needed;
- (v) Review and assess adequacy of the institutional arrangements and capacities of the IA, the GC, and the works contractors in the implementation of the EMP and the EMoP;
- (vi) Assess the extent to which consultation and information disclosure activities are inclusive, accessible, and effective in conveying key information from the EIS, EMP, and the EMoP as well as provide conditions for stakeholders to contribute to decision making which affects them such as pre-construction, construction, and operational impacts;
- (vii) Assess the works contractor's construction safety performance, including safety provisions for workers and communities, construction safety procedures, protocols and record, and emergency preparedness and response procedures;
- (viii) Assess the effectiveness of the GRM and its accessibility and responsiveness to resolving complaints;
- (ix) Conduct key stakeholder interviews, as required, to substantiate observations and identify meaningful corrective actions;
- (x) Review contractor's system and performance with regard to core labor standards, the Philippines Labor Code, and other relevant laws and regulations;
- (xi) Recommend actions to resolve on-site environmental problems through the CAP
- (xii) Prepare and submit to DOTr, JICA, and ADB the periodic EMR for review and disclosure in the JICA and ADB project website

D. Methodology

1. The methods for external RAP monitoring activities include, but not limited to, the following:
 - a) Review of the RAP prepared during the Detailed Design ("DD") phase;
 - b) Review of the detailed measurement survey ("DMS") documents to establish a baseline for monitoring and evaluating project benefits. The EMA will check on a random basis the DMS process with PAPs from identification to agreement on DMS results. All survey data shall be disaggregated by gender;
 - c) Review of the socio-economic survey ("SES") baseline prepared during RAP preparation and updating (following DD).² Sampling will include 20% of severely affected PAPs for the Project and 10% of all other PAPs. As much as possible, the same PAPs interviewed during RAP updating will be interviewed for each subsequent monitoring exercise.
 - d) Conduct of Participatory Rapid Appraisals ("PRA"). The PRA will involve obtaining information, identifying existing or potential problems, and finding specific time-bound

² SES was carried out by JICA Design Team in parallel with DMS during RAP updating.

- solutions through participatory means including (i) consultations with PAPs and various stakeholders such as a resettlement committee, the PMO, and community leaders, (ii) key informant interviews, (iii) focus group discussions, and (iv) community public meetings;

e) Conduct direct field observations to document the status of resettlement implementation from the perspectives of the PAPs and other key stakeholders involved in the RAP implementation;

f) Conduct case studies of displaced persons or communities of various socio-economic groups to assess impact of resettlement and effectiveness and RAP mitigation measures;

g) Document lessons learned in using international best practices for replacement cost valuation as stipulated in the project principles and implementation experiences of DOTr;

h) Verify the Replacement Cost Study ("RCS"). The EMA will review the adequacy of methodologies and standards for determining compensation rates prior to RAP implementation as well as subsequently review the ability of PAPs to replace affected assets with the compensation received. The EMA will review Independent Property Appraiser's ("IPA") reports, Government Financing Institution ("GFI") reports, and internal monitoring reports to confirm if replacement cost values have been applied. The review of PAPs ability to replace affected assets will include (i) the ability of PAPs for purchasing comparable land or assets by the compensation received, (b) the location of replacement land and distance from affected land, and (c) any assistance and inputs which PAPs need to find suitable replacement land;

i) Review the effectiveness of the GRM and the status of grievance resolution. This will include interviews with PMO and organizations responsible for GRM implementation, review GRM documentation, and gathering information from interviews with PAPs on accessibility and effectiveness of the GRM³;

j) Review the effectiveness of the consultation processes conducted during project preparation and implementation. The EMA will review the meaningful consultations conducted with the PAPs and review the completeness and timeliness of information provided and whether the process was inclusive or not. The EMA will also review the consultation process for determining housing and livelihood options including whether PAPs had adequate opportunity to present their ideas and suggestions;

k) Conduct resettlement audit during monitoring. The EMA will carry out random checks of payment disbursed to PAPs during monitoring. The EMA will submit the Resettlement Audit Report upon completion of compensation payment to PAPs.

2. The methodology for external environmental monitoring shall include, but not necessarily be limited to the following:

a) Review of the EIS, EMP, and EMoP prepared during the detailed design phase of the Project;

³ The EMA is not expected to purposely target for interview cases undergoing the GRM process from information obtained through review of GRM documentation unless specifically requested by DOTr.

- b) Familiarize with the project requirements and the scope of work of the Project's GC and contractors;
- c) Conduct site visits and interviews with Project stakeholders including but not necessarily limited to local officials, relevant NGOs, residents along identified sensitive receptors, and other stakeholders identified in the EIS;
- d) Verify the information included in the SEMR submitted by the DOTr to ADB and JICA;
- e) Determine if the EMP and the EMoP provisions in the contractors' contracts are being implemented properly and prepare an action plan to address identified issues;
- f) Recommend corrective actions to address the gaps in the EMP implementation;
- g) Prepare and submit the EMR to the DOTr, ADB, and JICA on a semi-annual basis (i.e. upon availability of each internal semi-annual monitoring report) throughout the construction phase and during the first year of project operation.

E. Deliverable, Time Schedule and Reporting Requirements

1. The EMA will be mobilized for the Project on a semi-annual basis throughout the construction phase until the first year of Project operation. The EMA shall submit the following reports simultaneously to DOTr, ADB, and JICA:

a) *Inception report.* The report shall provide details of its work plan, schedule and staffing, site visits, monitoring methodology, presentation of monitoring indicators, and proposed reporting template for quarterly reports following validation of the indicators presented in Annexes IV-A and IV-B of this terms of reference. This report will be reviewed by DOTr, ADB, and JICA prior to finalization and the commencement of the first semi-annual external monitoring.

b) *Semi-annual External RAP Monitoring Report.* The monitoring report will present the monitoring results, recommendations, and records of consultations. The presented information shall relate to the agreed monitoring indicators and be disaggregated as appropriate.

The report shall detail (i) the assessment on the extent to which the RAP implementation is compliant with the requirements set out in the RAP, (ii) the progress in achieving RAP objectives, and (ii) the recommended CAP as appropriate.

The EMA is required to describe any outstanding actions which are required to bring resettlement activities in line with the RAP and further mitigation measures to meet the needs of any PAPs recognized and/or self-perceived to be worse off in the aftermath of Project implementation. When the living standards of the PAPs are not improved or become worse, or their present means of livelihood become unviable, the DOTr, in coordination with other appropriate institutions, will provide the necessary assistance.

The report will verify information provided in the NSCR-EX PMO's internal monitoring reports and RAP completion reports (including upon completion of disbursement and compensation and assistance of any given section to be handed over for civil works, following completion of resettlement sites and following completion of relocation).

⁴ Separate external monitoring reports for RAP and Environment; and separate external monitoring reports for MCRP and SCRP.

The evaluations in the report will assess progress on the extent to which living standards and livelihoods of PAPs are viable and meet at least national minimum standards in accordance with the agreed monitoring indicators and reporting formats. The assessments will indicate the appropriateness of the assistance provided and whether DOTr needs to modify the assistance to enable achievement of these objectives.

The report will also feature case studies, and the results will be presented in meetings or workshops.

c) *Resettlement Audit or Evaluation Report/Project Completion Report.* The post-completion report will be produced in 6 to 12 months following Project completion or loan closing. The report will present an evaluation on the extent of the RAP implementation's compliance with the RAP requirements and ADB and JICA policy requirements and the extent to which the objectives of the RAP have been achieved. It will feature the evaluation of the RAP and LRIP implementation for the Project. The report shall also describe any lessons learned that might be useful for future activities.

d) *Semi-annual External Environmental Monitoring Report.* The monitoring report will present the monitoring results, recommendations, and records of consultations. The presented information shall relate to the agreed monitoring indicators and be disaggregated as appropriate.

- (i) Status of project implementation;
- (ii) Methodologies used to undertake external environmental monitoring (e.g., site observations, review of monitoring reports and other related documents, consultations and interviews with affected people, executing agency, contractors, supervision consultant, and other stakeholders);
- (iii) Review and verification of the accuracy, breadth, depth, and relevance of information provided by the IA to ADB and JICA with regard to the EMP and EMoP implementation as contained in the internal semi-annual environmental monitoring reports;
- (iv) Verification if the overall environmental safeguards objectives (covering environment and health and safety) are being met in accordance with the EMP and EMoP;
- (v) Assessment if EMP/EMoP provisions (mitigation, monitoring, reporting, etc.) are being complied with and if these are being conducted in a thorough and timely manner and in accordance with the budget identified within the EMP;
- (vi) Assessment of the performance of the following with regard to implementation of various provisions of the EMP (such as those which pertain to mitigation, monitoring, reporting, etc.):
 - a. Executing agency/implementing agency/project management unit
 - b. Construction supervision consultant
 - c. Contractors
- (vii) In connection with the assessment results in Item (6) above, recommend corrective actions required (i.e. capacity-building, staffing, etc.);
- (viii) Identification of current and potential environmental and health and safety issues

or problems;

- (ix) Time-bound action plan to address identified issues and to ensure compliance with the EMP and the EMoP;
- (x) Other relevant information to support the findings (minutes of meetings, photo-documentation, etc.)

e) *Environment Audit/Evaluation Report/Project Completion Report.* The post-completion report will be produced in 6 to 12 months following project completion or loan closing. The report will present an evaluation on the extent of the implementation's compliance with the Philippine Environmental Impact Statement System ("PEISS"), ADB, and JICA safeguard policy requirements and the extent to which the objectives of the Project EMP and EMoP have been achieved. It will feature the evaluation of the EMP and the EMoP implementation performance of the Project. The report shall also describe any lessons learned that might be useful for future activities.

2. The deliverables and corresponding time schedule for external monitoring are summarized in **Table 1**.

Table 1. Deliverable, Time Schedule, and Reporting Requirement

Deliverable	Time Schedule	Reporting Requirement
Inception Report	One (1) month after mobilization	EMA ⇒ DOTr, ADB and JICA
Semi-annual external RAP Monitoring Report	Every six (6) months until loan closing	EMA ⇒ DOTr, ADB and JICA
Semi-annual external environment Monitoring Report	Every six (6) months until loan closing	EMA ⇒ DOTr, ADB and JICA
Resettlement Audit/Evaluation Report/Project Completion Report	6-12 months after project completion or loan closing	EMA ⇒ DOTr, ADB and JICA
Environmental Audit/Evaluation Report/Project Completion Report	6-12 months after project completion or loan closing	EMA ⇒ DOTr, ADB and JICA

F. Team Composition and Qualification Requirement

1. The EMA shall be an independent firm or qualified NGO with proven capacity and experience in monitoring and evaluating:
 - a) RAP and LRIP implementation, as well as conducting qualitative and quantitative research
 - b) EMP and EMoP implementation of infrastructure projects.
2. The EMA is required to have working experience in the Philippines and should be familiar with the requirements of the PEISS.
3. Experts to be engaged by the firm or qualified NGOs should not have been and shall not be involved in the RAP, EMP, and EMoP implementation and supervision, regular environmental monitoring activities, preparation of semi-annual monitoring reports, and other activities of the DOTr and GC. Furthermore, that the EMA to be procured is not in any way affiliated with the DOTr and GC.
4. The minimum key positions required shall be one (1) Team Leader, four (4) Monitoring and Evaluation ("M&E") Specialists, two (2) Social Development Specialists, one (1) licensed Real Estate Appraiser, one (1) Sub-team Leader or Key Environment Specialist, and three (3) Environment Specialists as shown in **Table** . The EMA, nevertheless, may propose a change in the composition of the team in order to successfully implement undertakings of external monitoring.

Table 2. Team Composition

Position	Number
Team Leader or Senior Land Acquisition and Resettlement Specialist	1
Monitoring and Evaluation Specialist	4
Social Development Specialist	2
Licensed Real Estate Appraiser	1
Deputy Team Leader or Key Environment Specialist	1
Environmental, Health and Safety Specialists (N2 – SC)	3
Total	12

5. The minimum qualifications and experience for the Team Leader are the following:
 - a) At least a Master`s Degree in Anthropology, Sociology, or any other relevant degrees in social science or commensurate professional experience;

- b) At least 10 years of working experience in land acquisition and resettlement activities, community development, or social safeguard compliance;
 - c) Strong knowledge about safeguard policies of ADB and JICA;
 - d) Must have the ability to hold discussions both with the decision-makers and at the grassroots; and
 - e) Good communication and reporting skills including fluency in English, Filipino, and a local language (if required) to the DOTr, ADB and JICA.
6. For the other specialists, the following are required qualifications and experience:
- a) At least a university degree in Anthropology, Sociology, or any other relevant degrees in social science or commensurate professional experience;
 - b) For the real estate appraiser, the individual has to be licensed and have a relevant university degree such as in engineering, accounting, or other related fields. The individual should have at least five (5) years of relevant work experience in the Philippines;
 - c) At least five (5) years of working experience in M&E, participatory community development, and gender and development projects;
 - d) Strong knowledge about qualitative and quantitative action-oriented research methods including consultation procedures, focus group discussion, data collection and structured interview techniques; and
 - e) Good communication and reporting skills including fluency in English, Filipino, and a local language (if required) to the DOTr, ADB, and JICA.
7. The minimum qualifications and experience of the Deputy Team Leader/Key Environment Specialist shall be as follows:
- a) At least a Master's degree in the field of environmental management, environmental science, environmental engineering, or other related courses;
 - b) At least ten (10) years of working experience in environmental management and monitoring and/or supervision of the EMP and the EMoP implementation for major infrastructure projects;
 - c) Strong knowledge on safeguard policies of the ADB, JICA, and PEISS, as well as the Philippines Rule 1030 of the Occupational Safety and Health Standards (OSHS) and the DOLE Department Order No. 13, s. 1998: Guidelines Governing Safety and Health in the Construction Industry; and
 - d) Good communication and reporting skills including fluency in English, Filipino, and a local language (if required) to the DOTr, ADB, and JICA.
8. For the other environmental EM team member specialists, the following qualifications and experience are required:
- a) At least a university degree in the field of environmental management, environmental science, environmental engineering, or other related courses;

- b) At least five (5) years of working experience in environmental management and monitoring and/or supervision of the EMP and the EMoP implementation on major infrastructure projects;
- c) Strong knowledge on safeguard policies of the ADB, JICA, and the PEISS, as well as the Philippines Rule 1030 of the Occupational Safety and Health Standards (OSHS) and the DOLE Department Order No. 13, s. 1998: Guidelines Governing Safety and Health in the Construction Industry; and
- d) Good communication and reporting skills including fluency in English, Filipino, and a local language (if required) to the DOTr, ADB, and JICA.

G. Duration of the Services

1. The services of the EMA will be procured by the DOTr through its GC. Based on the project implementation schedule, the monitoring schedule for the EMA is expected to commence from April 2020 up to December 2028 on a semi-annual basis. The detailed EMA work schedule can be found in Annex _.

H. Criteria for EMA Selection

1. The potential Consultant shall be evaluated for selection based on the following criteria:

Table 3 Criteria for EMA Selection

Criteria	Point
I. Technical Aspect	70
- Experience in conducting M&E and external environmental monitoring	20
- Example of M&E modules and environmental monitoring reporting system	20
- Experience with ADB- or JICA- or World Bank-funded project resettlement, environmental management and monitoring plans implementation or monitoring particularly in the railway and transport infrastructure sector	20
- Experience with coaching and capacity building of implementing agencies in the M&E and environmental monitoring	10
II. Financial Aspect	30
Total	100

[Annex I] Work Schedule for External Monitoring Agency [Annex II]

Key Personnel

[Annex III] Financial Proposal

[Annex IV-A] RAP Monitoring Indicators

Monitoring Item	Potential Indicator
Delivery of Entitlements	<p>Entitlements provided in light of the scale and category of losses set out in the entitlement matrix</p> <p>Status of disbursement in light of the planned schedule</p> <p>Identification of PAPs losing land temporarily, for example, through soil disposal and the setup of borrow pits and contractors' camps</p> <p>Timely disbursement of the agreed transport costs, relocation costs, and any resettlement allowances as well as timely provision of income substitution support in light of the planned schedule</p> <p>Provision of replacement land plots</p> <p>Quality of new plots and issuance of entitlements such as land titles, resettlement contracts, and other agreements</p> <p>Restoration of social infrastructure and services</p> <p>Progress on income and livelihood restoration activities implemented as set out in the income restoration plan, for example, the status of replacement land utilization, commencement of production, the number of trained PAPs who land jobs, disbursed microcredit loan amounts, and the number of assisted income-generating activities</p>
Consultation and Grievances	<p>Consultations organized as scheduled including meetings, groups, and community activities</p> <p>Knowledge of PAPs on entitlements</p> <p>Utilization of the GRM by PAPs</p> <p>Information on the status of grievance resolution</p> <p>Information on the implementation during the social preparation phase</p> <p>Implementation of special measures for indigenous peoples if any</p>
Communications and Participation	<p>Number of general meetings organized for both men and women</p> <p>Percentage of women out of total participants</p> <p>Number of meetings exclusively with women</p> <p>Number of meetings exclusively with vulnerable groups</p> <p>Number of meetings at relocation sites</p> <p>Number of meetings between host community residents and relocating PAPs</p>

Monitoring Item	Potential Indicator
	Participation rate of women, men, and vulnerable groups for meetings Level of communicated information – adequate or inadequate Disclosed information Translation of disclosed information in local languages
Budget and Time Frame	Number of appointed and mobilized staff in charge of land acquisition and resettlement on schedule for field and office works Number of capacity building and training activities completed on schedule Achievement rate for resettlement activities in light of the agreed implementation plan Resettlement fund allocated to resettlement agencies on time Receipt of scheduled funds by resettlement offices Disbursed funds according to the RAP Social preparation phase as per schedule Status of land acquisition and occupation during implementation
Resettlement and Relocation	Number of informal settler families (ISFs) provided with adequate project or resettlement information, consulted on relocation preferences and guided on procedures to avail of social housings Participation rate of ISFs in selection and design of social housing locations and options Number and percentage of ISFs provided with social housings Timeliness of the provision of social housings to relocating ISFs Quality of social housings provided to ISFs, for example, suitability of locations, utilities, and access to social services Provided transitional assistance such as transportation allowances Rental assistance provided until social housings are available for eligible ISFs Percentage of relocating ISFs who are able to service financial obligations and/or housing amortizations and payment Percentage of relocation ISFs who are satisfied with social housings and stay in the same social housings Adequacy of the management of the selected key shelter agencies such as the National Housing Authority (NHA) and the Social Housing Finance Corporation (SHFC)
Livelihood and Income Restoration	Number of PAPs under rehabilitation programs (data disaggregated by gender and vulnerable group) Number of PAPs who receive skills training (data disaggregated by gender and vulnerable group) Type of training and number of participants for each training Number and percentage of PAPs covered under livelihood programs (data disaggregated by gender and vulnerable group)

Monitoring Item	Potential Indicator
	<p>Number of PAPs who restore their income and livelihood patterns (data disaggregated by gender and vulnerable group)</p> <p>Number of new jobs generated</p> <p>Extent of participation in rehabilitation programs</p> <p>Extent of participation in vocational training programs</p> <p>Degree of satisfaction with support for livelihood programs</p> <p>Percentage of successful enterprises breaking even (data disaggregated by gender and vulnerable group)</p> <p>Percentage of PAPs who improve their income (data disaggregated by gender and vulnerable group)</p> <p>Percentage of PAPs who improve their standard of living (data disaggregated by gender and vulnerable group)</p> <p>Number of PAPs with agricultural replacement land (data disaggregated by gender and vulnerable group)</p> <p>Quantity of land owned or contracted by PAPs (data disaggregated by gender and vulnerable group)</p> <p>Number of households with agricultural equipment</p> <p>Number of households with livestock</p>
Benefit Monitoring	<p>Noticeable changes in patterns of occupations, production, and resource uses of PAPs in comparison with the pre-project situation</p> <p>Noticeable changes in income and expenditure patterns of PAPs in comparison with the pre-project situation</p> <p>Changes in the cost of living in comparison with the pre-project situation</p> <p>Changes in key social and cultural parameters in terms of living standards</p> <p>Changes occurred for vulnerable groups</p> <p>Benefits for PAPs from the Project</p>

A. [Annex IV-B] Environmental Monitoring Indicators

Monitoring Item	Indicators
General	Project ECC conditions
Air	<p>Standard methods of the DENR as prescribed in its DAO No. 2000- 81, the Implementing Rules and Regulations (IRR) of the Philippine Clean Act of 1999 and the Presidential Decree No. 984 (National Pollution Control Decree of 1976), as amended by NPCC MC No. 1980-002</p> <p>24 Hours Average:</p> <p>Total Suspended Particulates (TSP), Particulate Matter less than 10 microns (PM10), (PM2.5), Lead (Pb), Sulfur Dioxide (SO2), Nitrogen Dioxide (NO2),</p> <p>1 Hour Average:</p> <p>Ozone (O3) and Carbon Monoxide (CO).</p>
Noise	<p>Morning (5:00 AM to 9:00 AM), daytime (9:00 AM to 6:00 PM), evening (6:00 to 10:00 PM) and nighttime (10:00 PM to 5:00AM):</p> <p>Decibel (dBa)</p> <p>Provisions of the IFC Environment, Health and Safety Guidelines (2007)</p>
Vibration	<p>Provisions of the British Standard 7385 (1993) since Philippines has no standards or procedures of investigation for the vibration study</p> <p>24 Hours</p>
Water	
Surface Water	<p>DAO 2016-08 Water Quality Guidelines and General Effluent Standards of 2016</p> <p>Primary Parameters</p> <p>Temperature, pH, dissolved oxygen (DO), color, biochemical oxygen demand (BOD), total suspended solids (TSS), chloride as Cl, nitrate as nitrogen (NO3-N), phosphate as phosphorus (P), fecal coliforms</p> <p>Secondary Parameters Metals:</p> <p>arsenic (As), copper (dissolved copper, Cu), cadmium (Cd), chromium (hexavalent, Cr+6), lead (Pb), total mercury (Hg)</p> <p>Organics:</p> <p>cyanide (CN), oil/grease (Petroleum Ether Extracts) (O&G), organophosphate, phenolic substances as phenols, surfactants (MBAS)</p> <p>Others</p> <p>conductivity, total coliform</p>
Groundwater	<p>Primary Parameters:</p> <p>Temperature, pH, Conductivity, Total Dissolved Solids (TDS) Color, Chloride (Cl), Nitrate as Nitrogen (NO3-N), Fecal Coliform</p> <p>Secondary Parameters:</p>

	<p>Inorganics: Sulfate (SO₄), Metals: Arsenic (As), Cadmium (Cd), Chromium Hexavalent (Cr+6), Lead (Pb), Total Mercury (Hg), Organics: Cyanide</p> <p>Others:</p> <p>Total Coliform, Calcium (Ca), Magnesium (Mg), Sodium (Na), Potassium (K), Bicarbonate (HCO₃)</p> <p>Out of the 21 parameters measured, 16 are covered by PNSDW and DAO 2016-08. These are color, temperature, pH, Fecal Coliform, Total Coliforms, TDS, Na, Cl, SO₄, NO₃-N, As, Cd, Cr +6, Pb, Hg, and CN.</p>
Terrestrial Ecosystem	<p>No. of Affected trees</p> <p>Tree cutting permit(s)</p> <p>Agreement reached with DENR PENRO/CENRO on National Greening Program (NGP) compliance</p> <p>No. of replacement trees delivered to DENR PENRO/CENRO</p> <p>No. of indigenous and threatened tree species balled and survived</p> <p>No. and location of tree planting sites made available by DENR PENRO/CENRO</p>
Archaeological, Cultural and Heritage	<p>Number of affected sites affected by construction and action undertaken</p> <p>Number, location and action taken on chance finds</p> <p>Chance Find Procedure</p>
Consultation and Grievances	<p>Consultations organized as scheduled including meetings, groups, and community activities</p> <p>Stakeholder awareness</p> <p>Utilization of the GRM by stakeholders</p> <p>Information on the status of grievance resolution</p> <p>Information on the implementation during the social preparation phase</p> <p>Number and type of grievances</p> <p>Grievance Registry and Reporting</p>
Communication and Participation	<p>Number of general meetings organized for both men and women</p> <p>Percentage of women out of total participants</p> <p>Number of meetings exclusively with women</p> <p>Number of meetings exclusively with vulnerable groups</p> <p>Number of meetings between host community residents</p> <p>Participation rate of women, men, and vulnerable groups for meetings</p> <p>Level of communicated information – adequate or inadequate</p> <p>Disclosed information</p> <p>Translation of disclosed information in local languages</p>

Note: General guidance only. External Monitoring Agent (EMA) shall validate the above monitoring indicators from the EIS during the proposal and inception report preparation

Appendix 10. Right of Way Usage Agreement between DOTr and DND

RIGHT-OF-WAY USAGE AGREEMENT (General Provisions)

This Right-of-Way Usage Agreement ("**Agreement**"), which is composed of these General Provisions and the attached Particular Provisions, is made and entered into on the **CONTRACT DATE** by and between:

DEPARTMENT OF TRANSPORTATION, a national government agency of the Republic of the Philippines, with principal office address at Apo Court along Sergio Osmeña Street, Clark Freeport Zone, Pampanga 2009, represented in this Agreement by its Secretary, **ARTHUR P. TUGADE** ("**DOTr**");

and

LAND OWNER.

(DOTr and Land Owner are referred to in this Agreement individually as a "**Party**" and collectively as "**Parties**".)

Terms in **SMALL CAPS** used in these General Provisions shall have the meaning ascribed to such terms in the attached Particular Provisions.

ANTECEDENTS:

- A. **The DOTr's Mandate.** Executive Order No. 125, Series of 1987, as amended, established the DOTr to be the primary policy, planning, programming, coordinating, implementing, and administrative entity of the Executive Branch to promote, develop, and regulate an effective, dependable, and coordinated network of transportation systems.
- B. **Build Build Build Program.** Pursuant to the Build Build Build Infrastructure Program of the Duterte Administration, the DOTr is implementing railway projects throughout the Philippines, one of which is the **PROJECT**.
- C. **Project Alignment.** The DOTr, having completed engineering designs at the appropriate level of detail through its **DESIGN CONSULTANT**, has determined the Project's required physical footprint ("**Alignment**").
- D. **Project Scope of Works.** The Project requires **WORKS**, which consist of Permanent Works (e.g., depot/s, stations, and interstation viaduct/at-grade/tunnel segments), Temporary Works (e.g., construction yard, materials laydown areas, road and utility diversions, and other temporary facilities), and Pre-construction Works (e.g., surveys, design works, and site clearing works, such as structures demolition, tree cutting, and utility relocation).
- E. **Project-required Right-of-Way ("ROW").** To implement the Works along the Alignment, the **AFFECTING PROJECT WORKS** require the permanent or temporary (as applicable) acquisition or use of the **PROJECT-AFFECTED PROPERTY** owned by the **LANDOWNER**.
- F. **Grant of Usufruct.** The Landowner has agreed to the **LANDOWNER'S UNDERTAKINGS**, which include granting to DOTr a Usufruct over the Project-Affected Property, permanently for Permanent Works and temporarily for Temporary Works and Pre-construction Works, as consideration for the **DOTR'S UNDERTAKINGS**. Notwithstanding Article 583 of the New Civil Code, the requirement to make an inventory and to give security shall not be applicable.

Accordingly, the Parties hereby agree as follows:

1. **Parties' Obligations.** The Landowner has agreed to perform the Landowner's Undertakings, which include granting to DOTr a Usufruct over the Project-Affected Property, permanently for Permanent Works and temporarily for Temporary Works and Pre-construction Works, as consideration for the DOTr's agreement to perform the DOTr's Undertakings.

2. **Project Implementation Timeline.** The Landowner undertakes to perform the Landowner's Undertakings, and the DOTr undertakes to perform the DOTr's Undertakings, pursuant to the **PROJECT IMPLEMENTATION TIMELINE**.

3. **Representations and Warranties.**

3.1. **Mutual Representations and Warranties.** Each Party represents and warrants to the other that:

3.1.1. **Existence, Capacity, and Legality.**

- a. It is duly organized and validly existing under and by virtue of the laws of the Philippines, is in good standing, with all the requisite powers and authority to conduct its affairs.
- b. It has full legal right, power, and authority to execute and deliver this Agreement, to enter into the transactions and incur obligations provided for in this Agreement, and to perform and observe the terms and conditions of this Agreement.
- c. All consents, authorities, and approvals that may be necessary for the effectivity of this Agreement have been secured.
- d. This Agreement shall constitute its legal, valid, and binding obligation, enforceable in accordance with its terms.
- e. The execution of this Agreement and the compliance with its provisions will not conflict with, or constitute a breach or default of any contract or other instrument by which it or any of its assets is bound by law, judgment, or order of any office, agency, or instrumentality thereof, to the prejudice of other parties.
- f. There are no pending actions, suits, judicial or governmental proceedings or investigations against or related to it or its business in the Philippines which would be reasonably likely to adversely affect, delay or restrict its ability to consummate the transactions contemplated in this Agreement within the timeframe provided in this Agreement; and there is no reasonable basis known to it for any such action that may result in such effect and is probable of assertion.

3.1.2. **Antecedent Clauses.** The recitals in the Antecedent Clauses of this Agreement are true and correct and form an integral part of this Agreement.

3.1.3. **Non-Exhaustive List of Antecedents.** The Antecedent Clauses may not be an exhaustive list of antecedents that may be relevant to the subject matter of this Agreement.

- 3.1.4. **Indemnity.** Each Party agree to indemnify the other Party against all liabilities, damages, costs and expenses, including legal costs, if applicable, which such Party may incur as a result of or in connection with any breach by such indemnifying Party of its undertakings, representations or warranties under this Agreement.
- 3.1.5. **Full Understanding.** The Parties hereby represent and warrant that they have read and understood the terms and conditions herein set forth and agree to be bound therewith.
- 3.1.6. **Performance.** It shall perform and comply with all warranties and undertakings as imposed upon it under this Agreement.
- 3.1.7. **Good Faith Implementation.** The Parties enter into this Agreement in good faith, and shall accordingly perform all acts consistent with, and restrain from any conduct that may subvert, the Agreement's intent.

4. Force Majeure.

- 4.1. An Event of Force Majeure shall mean any circumstance that is unforeseeable or not within the reasonable control, directly or indirectly, of the Party affected, but only if and to the extent that: (a) such circumstance, despite the exercise of reasonable diligence, cannot be prevented, avoided or removed by such Party, and (b) such event prevents such Party from performing its obligations under this Agreement, which severely affect the operations of a Party such as but not limited to global/regional/national financial crises, major calamities, acts of war or the public enemy, labor strikes, epidemics, and other analogous circumstances. If a Party is or will be prevented from performing its obligations under the Agreement by reason of Force Majeure, such Party shall immediately give notice to the other Party within a period of five (5) working days from the occurrence of the circumstance/s constituting the Force Majeure and shall specify the obligations, the performance of which is or will be prevented. The Parties agree to sit down and discuss immediately the appropriate measures or reliefs to be considered.
- 4.2. A Party affected by Force Majeure shall, after having given notice, be excused from the performance of its obligations affected by the Force Majeure and for as long as such Force Majeure exists. This notwithstanding, the obligation to pay any fee/cost, or any other obligation, when due, as provided under this Agreement, is not excused, suspended or extinguished despite the occurrence of an Event of Force Majeure.

5. General Provisions.

- 5.1. **Further Assurances.** The Parties, upon the request of another Party, shall immediately and without delay, execute and deliver all such further acts, documents, transfers and assurances as may be necessary or desirable to effect complete consummation of the transaction contemplated by this Agreement.
- 5.2. **Severability.** If any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable in any jurisdiction, such determination shall not affect the validity or enforceability of the remaining provisions of this Agreement in such jurisdiction or affect the validity or enforceability of such provision in any other jurisdiction. In the event of such illegality or unenforceability, this Agreement shall be construed, if possible, in

a manner to give effect to the intent of the Parties to the particular provision or provisions which have become invalid, illegal or unenforceable and, in any event, all other terms shall remain in full force and effect. The Parties shall negotiate in good faith new provisions to restore, as best as possible, the original intent and effect of this Agreement with the end in view of rendering all the provisions of this Agreement legal and enforceable.

- 5.3. **Amendment and Non-Waiver of Provisions.** This Agreement may not be amended, modified or supplemented by the Parties in any manner, except by an instrument in writing signed by all Parties. The failure of any Party hereto to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of any such provision. No waiver of any breach of or non-compliance with this Agreement shall be held to be a waiver of any other or subsequent breach or non-compliance.
- 5.4. **Non-Impairment and Non-Waiver of Rights.** No failure on the part of any of the Parties to exercise, and no delay in exercising, any right, power or remedy under this Agreement shall impair any such right, power or remedy nor shall it be construed as a waiver of any such breach or default thereafter occurring, nor shall a waiver of any single breach or default operate as a waiver of any other breach or default theretofore or thereafter occurring; nor shall any single or partial exercise of any right, remedy or action under this Agreement preclude any other or further exercise thereof or the exercise of any other right, remedy or action hereunder. Any waiver, permit, consent or approval of any kind or character of any breach of any provision or condition of this Agreement must be in writing and shall be effective only to the extent therein specifically set forth.
- 5.5. **Assignment.** This Agreement shall not be assigned by any Party without the prior written consent of the other Party. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.
- 5.6. **Counterparts; Effective Date.** This Agreement may be signed in any number of counterparts, each of which shall be deemed an original of this Agreement, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall be deemed signed and effective on the date that all Parties exchange emailed copies of the signed signature pages, which shall be supplemented by original signatures within seven (7) calendar days after such date.
- 5.7. **Entire Agreement.** This Agreement and any other documents and/or understanding that may be contemplated herein shall contain the entire agreement among the Parties with respect to the subject matter hereof. It shall supersede and cancel all prior agreements whether oral or written, letters of intent, term sheets, memoranda of understanding or otherwise with respect thereto. In case of inconsistencies with any other agreements or contracts, the provisions of this Agreement shall prevail.
- 5.8. **Notices.** Any notices or other communications required or permitted to be given under this Agreement or otherwise in connection herewith shall be in writing or by official email and shall be deemed to have been duly given and received if delivered personally, or upon proof of receipt if mailed by registered or certified mail (return receipt requested) or sent by overnight delivery service to the Parties at the addresses specified in this Agreement or at such other addresses as shall be specified by the Parties by like notice, or upon sufficient proof of receipt if by email.

- 5.9. **Governing Law.** This Agreement shall be governed by, and be construed in accordance with, the laws of the Republic of the Philippines.
- 5.10. **Dispute Settlement.** Any dispute, controversy or claim arising out of or relating to this Agreement, or the interpretation, construction, breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the **DISPUTE SETTLEMENT RULES**. The number of arbitrators shall be three. The place of arbitration shall be Mabalacat City, Pampanga, Philippines. The language to be used in the arbitral proceedings shall be English.

[End of document. Particular Provisions follows.]



Appendix 11. Detailed Replacement Cost Study Methodology



North-South Commuter Railway Extension
(NSCR-EX) Project
General Consultant Services



For Private Landowners

Introduction: Good morning/afternoon. I am (state name) _____ from GCR Consortium and we were commissioned by the Department of Transportation to conduct a rapid survey among households in your area for the North-South Commuter Railway Extension (NSCR-Ex) Project.

This project is part of the Build! Build! Build! Program focusing on the development of roads, railways, road-based public transport, and traffic management. The development of a commuter railway service to connect Metro Manila with its adjacent northern and southern suburban areas is deemed to be an important mass transit backbone for Metro Manila, as well as for the growth corridor of the Greater Capital Region (GCR), comprising of Region III, NCR, and Region IV-A.

The new railway will run from Clark International Airport in Pampanga to Calamba in Laguna. The end-to-end journey time is expected to be 1 hour 45 minutes, half the time required to travel by road. When fully operational, NSCR will have a capacity of 350,000 passengers a day, providing interchange with other new rail projects including the Metro Manila Subway.

The section of the railway project in your vicinity will have an underground section will have an easement of 11 to 30+ meters from the subsurface to the roof of the tunnel. We are conducting this rapid survey to get your outlook on having a permanent underground easement brought by the soon-to-be-built Tunnel section below your property. The easement agreement, upon your approval, shall be annotated in your title.

We would also like to inform you that the permanent underground easement or having a subterranean railway below your property will not significantly affect your property nor will it affect your everyday way of life as the project will utilize a Japanese technology in the construction and operation of the railway project.

On the assumption that you will be able to provide acceptable proof of ownership of your property, we are seeking your opinion on the permanent easement agreement. The compensation and entitlements will be discussed on a later date when the Notice of Takings and Offer to Buy Documents will be disseminated by the DOTr and will also depend on the actual requirements that you will submit upon issuance of NOTs and OTBs.

This survey will only take about 5-10 minutes depending on how you answer the questions. May we talk to the household head or any adult member of this household who could provide us information about the household.

Translation:

Magandang umaga/hapon. Ako po ay si _____ ng GCR Consortium na naatn ng DOTr na magsagawa ng pag-interview sa inyong lugar para sa NSCR-Ex Project.

Ilong proyektong ito ay parti ng Build, Build, Build Program na nakatutok sa mga daan, riles, at pamamahala ng mga pag gamit ng kalsada. Ang pagsagawa ng mga proyektong itoay para mapadali ang pagbyahe ng mga tao mula sa Metro Manila patungong katimogan o sa south na lugar ng Luzon mula Rehiyon 3, NCR at Rehiyon IV-A.

Ang bagong railway ay mula Clark International Airport sa Pampanga patungong Calamba sa Laguna. Ang paglalakbay mula CIA hanggang Calamba ay aabutin lamang ng isa't kalahating oras. Kapag ito ay fully operational na, kaya nitong isakay ang 350,000 katao bawat araw at

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magkakaroon ng mabilis na paglipat ng sakayan sa ibang rail projects tulad ng Metro Manila Subway.

Itong seksyon ng proyekto ng riles sa inyong kapaligiran ay magkakaroon ng tunnel na manganailangan ng easement na 11-30 meters mula sa lupa hanqqanq sa taas ng tunnel. Gumagawa kami ng madaliang survey para malaman ang inyong pananaw sa pagkakaroon ng permanenteng easement sa ilalim dala ng pagtatayo ng tunnel project. Ang easement agreement na ito ay iaa-annotate sa inyong tituto ng lupa sakaling kayo ay pumapayag.

Gusto rin naming ipaalam sa inyo na ang pagtatayo ng proyektong ito ay hindi sagabal sa araw-araw nyong pamumuhay at laong hindi makaapekto sa inyong lupa dahil gagamitan ito ng Japanese technology sa konstruksyon at operasyon ng riles.

Kung magkakaroon kayo ng proof of ownership sa inyong pag-aaring lupa, humihingi kami ng inyong opinyonsa pagkakaroon ng permanenting easement agreement. Ang kumpensasyon at entitlement ay maaring ipaliwanag sa bandang huli kapag naipamigay na ang Notice of Taking and Offer to Buy sa inyo. Ito ay depende rin sa mga pangngailangan na i-sumite ninyopagkatapos na ipamigay ang Notice of Taking at Offer to Buy.

Itong survey ay tatagal ng 5-10 minutes depende sa kung paano ninyo sasagutin ang mga katanungan. Maari ba naming maka-usap ang maaaring sumagot sa aming mga tanong?

Data Privacy Consent

I understand that the information to be collected is for the sole purpose of the NSCR Extension Project and I express my consent for the conduct of this activity to DOTr and its clients to collect, record, organize, store, retrieve, consult, use, consolidate, block, erase or destroy my personal data as part of my information. I also agree that my personal data and all privileged information herein shall be processed only in accordance with the provisions set forth in Chapter 3 of Republic Act No. 10173 of the Philippines, Data Privacy Act of 2012 and its corresponding Implementing Rules and Regulations, provided further that all information herein shall be protected and shall not be used for other purposes aside from the above project without my knowledge and consent.

Translation:

Naiintindihan ko na ang mga impormasyong kakalapin ay para sa layunin ng proyekto ng NSCR Extension at ipinapahayag ko ang aking pahintulot na gawin ito ng DOTr at ng mga kliyente nito ang pagkolekta, pag-record, pagsasaayos, pagtao, pagkuha, pagsanquni, paggamit, pagbura, o pagsira ng aking personal na datos bilang parte ng aking impormasyon. Ako rin ay sumasang-ayon na ang aking personal na datos at lahat ng natatanging impormasyon dito ay i-proproseso lamang ayon sa probisyong inihayag sa Chapter 3 ng Republic Act No. 10173 ng Pilipinas, ang Data Privacy Act ng 2021 at ang katumbas na regulasyon at alintuntunin sa pagpapatupad nito, ipinapabatid na ang mga impormasyon dito ay protektahan and hindi gagamitin sa iba pang dahilan bukod sa nasabing proyekto ng wala akong kaalaman o pahintulot.

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Private Landowners

Name	Ownership Type	Usage of Land	Property under mortgage or loan	Do you agree to a perpetual easement of ROW for the subterranean portion? (Y/N)	Do you agree to sell the affected portion of the land including affected structures, improvements, crops, and trees (Y/N)
Sylvia Imana Gallamo	LO	Residential	No		
Rodrigo Marquez Espartero	LO	Residential	No		
Alicia Diol Olvis	LO	Residential	No		
Nelida Marcon Balute	CELA Holder	Residential	No		
Jose Ressurecion Meralpis	CELA Holder	Residential	No		
Jinel Lubo Gazzingan	CELA Holder	Residential / Commercial	No		
Norma Rolan Decena-Termil	CELA Holder	Residential	No		
Jori Capilastique Serue	CELA Holder	Residential	No		
Renato Ramirez Dinglasan	CELA Holder	Residential	No		
Liezal Cabrera Salazar	CELA Holder	Residential / Commercial	No		
Norma Decena Termil	CELA Holder	Residential	No		
Josefina Jandayan Olalo	CELA Holder	Residential	No		
Marilyn Marquez Espartero	LO Claimant				
Evelyn Marquez Espartero	LO Claimant				
Nenita Espartero Vallesteros	LO Claimant				

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For Government Landowners

Introduction: Good morning/afternoon. I am (state name) _____ from GCR Consortium and we were commissioned by the Department of Transportation to conduct a rapid survey among households in your area for the North-South Commuter Railway Extension (NSCR-Ex) Project.

This project is part of the Build! Build! Build! Program, the comprehensive infrastructure development program, further carried on by the current administration. The NSCR (including the NSCR-Ex) is the largest railway project of the Government of the Philippines (GoP) being funded by the Asian Development Bank and the Japan International Cooperation Agency (JICA).

The development of a commuter railway service to connect Metro Manila with its adjacent northern and southern suburban areas is deemed to be an important mass transit backbone for Metro Manila, as well as for the growth corridor of the Greater Capital Region (GCR), comprising of Region III, NCR, and Region IV-A. The new railway will run from Clark International Airport in Pampanga to Calamba in Laguna. The end-to-end journey time on the 142-km route is expected to be 1 hour 45 minutes, half the time required to travel by road. When fully operational, NSCR is expected to have capacity of 350,000 passengers a day, providing interchange with other new rail projects including the Metro Manila Subway.

The section of the railway project in your vicinity will have an underground section with an easement of 11 to 30+ meters from the subsurface to the roof of the tunnel. We are conducting this rapid survey to get your outlook on having a permanent underground easement brought by the soon-to-be-built Tunnel section below your property. The subterranean easement will only affect your future expansion if it will be built underground. Meanwhile, only the existing zoning restrictions will be applied on your subsurface expansion. Upon your approval, a written right of way usage agreement and permanent easement agreement shall be provided by the DOTr.

We would also like to inform you that the permanent underground easement or having a subterranean railway below your property will not significantly affect your property nor will it affect your everyday way of life as the project will utilize a Japanese technology in the construction and operation of the railway project.

This survey will only take about 10-15 minutes depending on how you answer the questions. May we speak with your director/administrator or an officer knowledgeable who could provide us significant information about your institution/organization.

Data Privacy Consent

I understand that the information to be collected is for the sole purpose of the NSCR Extension Project and I express my consent for the conduct of this activity to DOTr. and its clients to collect, record, organize, store, retrieve, consult, use, consolidate, block, erase or destroy my personal data as part of my information. I also agree that my personal data and all privileged information herein shall be processed only in accordance with the provisions set forth in Chapter 3 of Republic Act No. 10173 of the Philippines, Data Privacy Act of 2012 and its corresponding Implementing Rules and Regulations, provided further that all information herein shall be protected and shall not be used for other purposes aside from the above project without my knowledge and consent.

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RESPONDENT INFORMATION

- Q1. Respondent Name: _____
- Q2. If representing the government land, state your position: _____
- Q3. Email Address: _____
- Q4. Contact Number: _____

PROPERTY INFORMATION

- Q4. Property Affected
1. Land
 - a. Size (m²): _____
 2. Structure
 - a. Floor area (m²): _____
 - b. How many levels: _____
- Q5. Ownership of land
1. Private
 - 1.1 *Proof of Ownership (Title or Awardee)*
 - 1.2 Further remarks (*Status*): _____
 2. Government
- Q6. If the land is privately-owned, who is the owner stated in the title?
- _____
- a. Usage of the land and structure?
 - i. Residential
 - How long have you resided in the area? _____
 - ii. Commercial/Industrial
 - How long have you done business in the area? _____
 - What business are you engaged in? _____
 - How much is the monthly income? _____
 - How many employees do you have? _____
 - iii. Other uses
 - What is the usage of the land? _____
 2. Is your property under mortgage or used as loan collateral? Yes _____ No _____
 - a. If yes
 - i. Where? _____
 - ii. How much the mortgage/loan amount? _____

- iii. How much already paid? _____
 iv. Remaining months to pay: _____
 Q7. If government land, what government agency: _____
 1. Years of operation: _____
 2. Do you have the authority from the top management, board of directors, etc. to respond to this survey?
 a. Yes
 b. No

Q8. What is the name of the approving authority? _____

Q9. The DOTr has Tunnel Section Project which has a depth of _____ meters from the surface. It will undertake the following:

Q9.1. Agree to a perpetual easement of ROW for the subterranean portion.

Q9.2. Agree to sell the affected portion of the land including affected structures, improvements, crops, and trees.

Which of the above would you prefer? _____

Remarks: _____

For Government:

Q11. Do you have future plans on improving your property? Yes ___ No ___

If Yes,

1. Please describe your plan: _____
2. How many storeys: _____
3. Does your plan include the development below your property? Yes ___ No ___
4. What year do you plan to improve on the use of your property?
5. Do you have plan to sell your property? Yes ___ No ___

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- iii. How much already paid? _____
iv. Remaining months to pay: _____
Q7. If government land, what government agency: _____
1. Years of operation: _____
2. Do you have the authority from the top management, board of directors, etc. to respond to this survey?
a. Yes
b. No

Q8. What is the name of the approving authority? _____

Q9. The DOTr has Tunnel Section Project which has a depth of _____ meters from the surface. It will undertake the following:

Q9.1. Agree to a perpetual easement of ROW for the subterranean portion.

Q9.2. Agree to sell the affected portion of the land including affected structures, improvements, crops, and trees.

Which of the above would you prefer? _____

Remarks: _____

For Government:

Q11. Do you have future plans on improving your property? Yes ___ No ___

If Yes,

1. Please describe your plan: _____
2. How many storeys: _____
3. Does your plan include the development below your property? Yes ___ No ___
4. What year do you plan to improve on the use of your property?
5. Do you have plan to sell your property? Yes ___ No ___

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Appendix 12. Metro Manila Subway Project (MMSP) - Phase 1; Guidelines for Subterranean Acquisition



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF TRANSPORTATION
RAILWAYS SECTOR

05 April 2022

SHINYA NAKAMURA

Project Manager
MMSP JICA Design Team
8/F Rockwell Business Center Tower 3
100 Ortigas Avenue, 1604 Pasig City

Subject: Metro Manila Subway Project ("MMSP") – Phase 1; Guidelines for Subterranean Acquisition

Dear **Mr. Nakamura**:

This is in reference to your letter dated 04 October 2021¹ regarding the confirmation on the buffer zone for Resettlement Action Plan ("RAP") deliverables for the tunnel section of the MMSP.

The DOTr hereby instructs JDT to use below compensation guideline for the properties, or portions of the properties above the subterranean alignment of MMSP as reference for the tunnel section buffer, as elaborated further:

CASE 1: Tunnel Gap less than or equal to the Tunnel Diameter.

CASE 1.1: Properties or portions of properties that will fall within the lateral bounds of $[0.5+D+0.5+D_1+0.5+D+0.5]$, where the tunnel gap D_1 is less than or equal to the tunnel diameter, D , and where the tunnels are coplanar horizontally, will be compensated, as illustrated on Figure 1. The Easement Price shall be 20% of the current market price of the affected land, as specified in Section 11 of RA 10752 Implementing Rules and Regulations ("IRR").

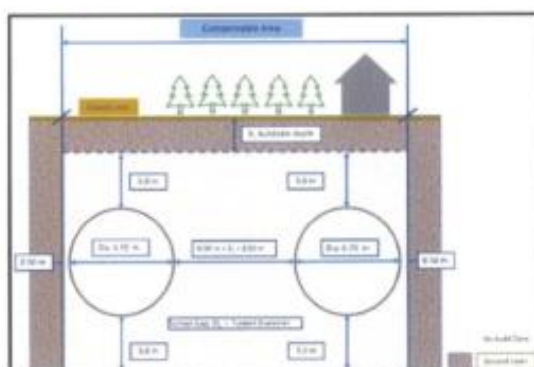


Figure 1. Compensable area for Case 1.1.

¹ Attached as Annex "1"

CENTRAL OFFICE:

Pinatubo Street corner S. Osmeña Street, Clark Freeport
Zone, Pampanga
(02) 7908300

PROJECT MANAGEMENT OFFICE:

2/F ARCA North Building
ARCA North Compound, Mc Arthur Highway
Karuhatan, Valenzuela City
(02) 775032642

CASE 1.2: In cases wherein the tunnel alignment converges to a vertical alignment as illustrated on Figure 2, properties, or portion of properties above the lateral bound of the tunnel with an offset of 0.5 meters on each outer side, will be compensated. The Easement Price shall be 20% of the current market price of the affected land, as specified in Section 11 of RA 10752 Implementing Rules and Regulations ("IRR").

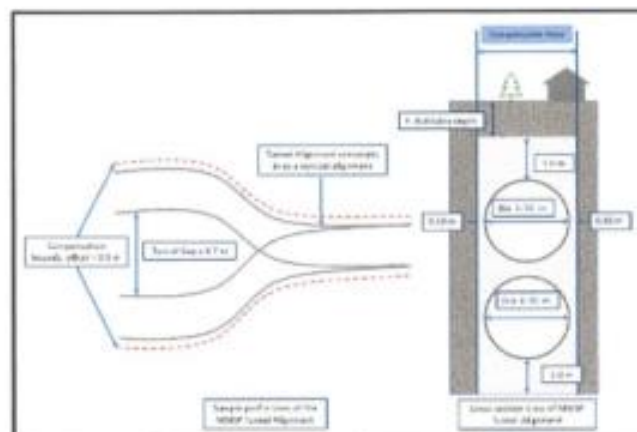


Figure 2. Compensable area for Case 1.2.

CASE 2: Properties, or portions of properties that will fall under the circumstance wherein the tunnel gap, D_1 , is more than the tunnel diameter, but less than $2D_1$, shall be further inspected and evaluated in their corresponding Original Economic Purpose, as described in Figure 3.

CASE 2.1: If the property, or portions of the property, is found to retain value, significance, and original purpose after the Original Economic Purpose evaluation, the property, or portions of the property will not be compensated.

CASE 2.2: If the property, or the portions of the property, is found to have no value, no significance, and already cannot serve its original purpose after the Original Economic Purpose evaluation, the property, or portions of the property shall be compensated with 20% of the current market price of the affected land, as specified in Section 11 of RA 10752 Implementing Rules and Regulations ("IRR").



Figure 3. Compensable area for Case 2.

NOTE: For special cases wherein the property, or portions of the property that will fall under the circumstance wherein the tunnel gap is more than 2D still found to have no value, no significance, and already cannot serve its original purpose after the Economic Purpose evaluation, shall be compensated with 20% of the current market price of the affected land. This may include properties that are projected to build high rise structures, huge enclosed facilities such as athletics arenas, concert halls, and stadiums, and underground facilities. Further discussion of this scenario will be studied by the Technical Working Group from MMSP PMO, GC, and JICA Design Team.

Original Economic Purpose

Original Economic Purpose Test or Evaluation shall be done on properties, or portion of properties that will fall on the circumstance wherein the Tunnel Gap, D_1 , is more than the tunnel diameter, D ($D=6.7$ meters all throughout the alignment). This is to identify if the property, or portions of the property within the Tunnel Gap, will still have its original economic purpose even with the presence of the MMSP subterranean alignment. The evaluation and assessment shall be done by a technical working group composed of representatives from PMO's ROWA and Technical Teams, JICA Design Team, and OCGlobal-JV.

Following these guidelines, kindly proceed with the execution of activities related to the implementation of the RAP.

For any questions or clarifications, kindly coordinate with Engr. Cesar Rey P. Arellano through +63 935 972 3127 or email at crparellano.dotr@gmail.com

Thank you very much for your usual cooperation.

Sincerely,


TIMOTHY JOHN R. BATAN
Undersecretary for Railways

Enclosed: Annex 1: JDT letter dated 04 October 2021

Appendix 13. Affected areas of the overlap of the Tunnel Section and Makati-Buli Mainline

Lot ID	Area affected by Tunnel Section	Area affected by Makati-Buli Mainline	Remaining area not affected	Common Area	Total Area
Lot 001	1,230	9,430	120,589	384	130,865
Lot 017 (Road)	6,842	6,374	25,188	106	38,298
Lot 002-19 (Lot30194)	3	5	15	3	20
Lot 002-20 (Lot30195)	54	31	0	31	54
Lot 002-21 (Lot30192)	10	27	0	10	27
Lot 002-22 (Lot30191)	4	11	0	4	11
Lot 002-23 (Lot30190)	66	86	0	66	86
Lot 002-24 (Lot30189)	69	98	0	69	98
Lot 002-25 (Lot30188)	77	116	0	77	116
Lot 002-26 (Lot30196)	40	1,765	20	40	1,785
30001(PNR Taguig)	6,235	99,733	0	6,235	99,733
40001 (PNR Paranaque)	407	74,163	0	407	74,163