

Date: 16-Dec-2022

His Excellency
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Mayor of the City of Belo Horizonte
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BRAZIL: Loan 9069–BR – Improving Mobility and Urban Inclusion in the Amazonas Corridor in Belo Horizonte (P169134) (Programa de Mobilidade e Inclusão Urbana de Belo Horizonte) – Revisions to the Environmental and Social Commitment Plan

We refer to the Environmental and Social Commitment Plan (“ESCP”) dated January 22, 2020, as agreed pursuant to the Loan Agreement between the Municipality of Belo Horizonte and the International Bank of Reconstruction and Development (the “Bank”) approved by the Bank’s Board on March 24, 2020, and signed on September 14, 2022, for the Improving Mobility and Urban Inclusion in the Amazonas Corridor in Belo Horizonte Project. Reference is also made to the Aide of Memoire elaborated during the Project Implementation Support Mission of September 19-21, 2022, signed by the Deputy Secretary and Project Management Unit’s coordinator, which highlighted the need to update the ESCP, given the time lag between negotiations (January 2020) and Project signing (September 2022).

Accordingly, I am pleased to inform you that the World Bank agrees with the revision in activities and milestones of the ESCP to reflect the progress of the Project and to adequate them to the new template of the ESCP. The revised ESCP, dated December 9, 2022, and reflecting these changes, is included in the annex to this letter, and shall replace the January 22, 2020 version of the ESCP.

Sincerely,



Johannes Zutt

AGREED:



Fuad Jorge Noman Filho
Mayor of the City of Belo Horizonte

cc: Mr. Marcelo Pacheco dos Guarany's, Executive Secretary, Ministry of Economy, secretariaexecutiya@economia.gov.br;
Mr. Roberto Fendt, Secretary, Secretariat of Foreign Trade and External Affairs, Ministry of Economy, agenda.secint@economia.gov.br;
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Mr. Erivaldo Gomes, Executive Director for Brazil, The World Bank;
Mr. Santiago Pastrana, Alternative Executive Director for Brazil, The World Bank

**Municipality of Belo Horizonte
Improving Mobility and Urban Inclusion in the
Amazonas Corridor in Belo Horizonte Project
(P169134)**

**ENVIRONMENTAL and SOCIAL
COMMITMENT PLAN (ESCP)**

Revised on December 9th, 2022

ENVIRONMENTAL AND SOCIAL COMMITMENT PLAN

1. The Municipality of Belo Horizonte (the Borrower) will implement the Improving Mobility and Urban Inclusion in the Amazonas Corridor in Belo Horizonte Project – P169134 (the Project), with the involvement of the Municipal Secretariat of Infrastructure (SMOBI), URBEL (the Municipal Urbanization and Housing Agency (URBEL), the City’s Development Agency (SUDECAP), the City’s Transportation and Transit Agency (BHTRANS) and the Municipal Secretariat of Urban Policy (SMPU), the Municipal Controller Office (CTGM), as set out in the Loan Agreement. The International Bank for Reconstruction and Development (the Bank) has agreed to provide financing for the Project, as set out in the referred agreement.
2. The Borrower shall ensure that the Project is carried out in accordance with the Environmental and Social Standards (ESSs) and this Environmental and Social Commitment Plan (ESCP), in a manner acceptable to the Bank. The ESCP is a part of the Loan Agreement. Unless otherwise defined in this ESCP, capitalized terms used in this ESCP have the meanings ascribed to them in the referred agreement.
3. Without limitation to the foregoing, this ESCP sets out material measures and actions that the Borrower shall carry out or cause to be carried out, including, as applicable, the timeframes of the actions and measures, institutional, staffing, training, monitoring, and reporting arrangements, and grievance management. The ESCP also sets out the environmental and social (E&S) instruments that shall be adopted and implemented under the Project, all of which shall be subject to prior consultation and disclosure, consistent with the ESS, and in form and substance, and in a manner acceptable to the Bank. Once adopted, said E&S instruments may be revised from time to time with prior written agreement by the Bank.
4. As agreed by the Bank and the Borrower, this ESCP will be revised from time to time if necessary, during Project implementation, to reflect adaptive management of Project changes and unforeseen circumstances or in response to Project performance. In such circumstances, the Borrower and the Bank agree to update the ESCP to reflect these changes through an exchange of letters signed between the Bank and SMOBI’s Secretary. The Borrower shall promptly disclose the updated ESCP.

MATERIAL MEASURES AND ACTIONS		TIMEFRAME	RESPONSIBLE ENTITY/AUTHORITY
MONITORING AND REPORTING			
A	<p>REGULAR REPORTING</p> <p>Prepare and submit to the Bank regular monitoring reports on the environmental, social, health and safety (ESHS) performance of the Project, including but not limited to the implementation of the ESCP, status of preparation and implementation of E&S instruments required under the ESCP, stakeholder engagement activities, functioning of the grievance mechanism(s).</p>	<p>Prepare bi-annually Reports to the Bank throughout Project implementation after the end of each calendar semester, starting from the Effective Date. Submit each report to the Bank no later than 45 days after the end of each reporting period.</p>	<p>SMOBI-Project Management Unit (PMU)</p>
B	<p>INCIDENTS AND ACCIDENTS</p> <p>Promptly notify the Bank of any incident or accident related to the Project which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers, including, inter alia, cases of sexual exploitation and abuse (SEA), sexual harassment (SH), and accidents that result in death, serious or multiple injury. Provide sufficient detail regarding the incident or accident, indicating immediate measures taken or that are planned to be taken to address it, and any information provided by the Project Entities, any contractor and supervising entity, as appropriate. Subsequently, as per the Bank's request, prepare a report on the incident or accident and propose any measures to prevent its recurrence.</p>	<p>Notify the Bank no later than 48 hours after learning of the incident or accident. Provide subsequent information to the Bank within a timeframe acceptable to the Bank.</p>	<p>SMOBI-PMU</p>
C	<p>CONTRACTORS MONTHLY REPORTS</p> <p>Require contractors and supervising firms to provide monthly monitoring reports on Environmental, Social, Health and Safety (ESHS) performance in accordance with the metrics specified in the respective bidding documents and contracts, and submit summaries of such report to the Bank in a format acceptable to the Bank.</p>	<p>Submit the summary of such reports as annexes of the bi-annual reports (according to action A above). Additionally, submit the full reports to the Bank if so requested.</p>	<p>SMOBI-PMU to request to contractors</p>
ESS 1: ASSESSMENT AND MANAGEMENT OF ENVIRONMENTAL AND SOCIAL RISKS AND IMPACTS			
1.1	<p>ORGANIZATIONAL STRUCTURE</p> <p>Establish and maintain an organizational structure within the PMU with qualified staff and resources to support management of E&S risks of the Project.</p>	<p>Establish this organizational structure within 30 days after Project Effective Date, and thereafter maintain this organizational structure throughout Project implementation.</p>	<p>SMOBI</p>
1.2	<p>ENVIRONMENTAL AND SOCIAL MANAGEMENT FRAMEWORK</p> <p>Adopt and implement an Environmental and Social Management Framework (ESMF) for the Project, consistent with the relevant ESSs.</p>	<p>Adopt and disclose the ESMF (final version) no later than 30 days after Project Effective Date, and thereafter implement the ESMF throughout Project implementation</p>	<p>SMOBI-PMU</p>

MATERIAL MEASURES AND ACTIONS		TIMEFRAME	RESPONSIBLE ENTITY/AUTHORITY
1.3	ENVIRONMENTAL AND SOCIAL MANAGEMENT PLAN (AMAZONAS CORRIDOR) Prepare, adopt, and implement the Environmental and Social Management Plan for the Project works to be carried out in the Amazonas Express.	Adopt and disclose the Amazonas Express ESMP prior to the carrying out of the works. Once adopted, implement the respective ESMP throughout Project implementation.	SMOBI-PMU and SUDECAP
1.4	ENVIRONMENTAL AND SOCIAL MANAGEMENT PLAN (CABANA URBAN UPGRADING WORKS) Prepare, adopt, and implement the Environmental and Social Management Plan for the Project works to be carried out in the Vila Cabana do Pai Tomás.	Adopt and disclose the Cabana Urban Upgrading Works' ESMP prior to the carrying out of these works. Once adopted, implement the respective ESMPs throughout Project implementation.	SMOBI-PMU, URBEL and SUDECAP
1.5	MANAGEMENT OF CONTRACTORS Incorporate the relevant aspects of the ESCP, including, inter alia, the relevant E&S instruments, and the Labor Management Procedures, into the ESHS specifications of the procurement documents and contracts with contractors. Thereafter ensure that the contractors comply and cause subcontractors to comply with the ESHS specifications of their respective contracts.	As part of the preparation of procurement documents and respective contracts. Supervise contractors throughout Project implementation.	SMOBI-PMU, URBEL and SUDECAP
1.6	TECHNICAL ASSISTANCE Ensure that the consultancies, studies, capacity building, training, and any other technical assistance activities under the Project are carried out in accordance with terms of reference acceptable to the Bank, that are consistent with the ESSs. Thereafter ensure that the outputs of such activities comply with the terms of reference.	Throughout Project implementation.	SMOBI-PMU, SUDECAP, URBEL, SMPU and BHTRANS
ESS 2: LABOR AND WORKING CONDITIONS			
2.1	LABOR MANAGEMENT PROCEDURES Develop, adopt, and implement the Labor Management Procedures (LMP) for the Project including, inter alia, provisions on working conditions, management of workers and relationships, occupational health and safety, code of conduct, and prohibition of forced and child labor.	Adopt the LMP no later than 30 days after the Project Effective Date, and thereafter implement the LMP throughout Project implementation.	SMOBI-PMU, SUDECAP, SMPU and URBEL
2.2	GRIEVANCE MECHANISM FOR PROJECT WORKERS Establish, maintain, and operate a grievance mechanism for Project workers, as described in the LMP and consistent with ESS2.	Establish the grievance mechanism prior engaging Project workers and thereafter maintain and operate it throughout Project implementation.	SMOBI-PMU
ESS 3: RESOURCE EFFICIENCY AND POLLUTION PREVENTION AND MANAGEMENT			

MATERIAL MEASURES AND ACTIONS		TIMEFRAME	RESPONSIBLE ENTITY/AUTHORITY
3.1	<p>PEST MANAGEMENT PLAN</p> <p>Develop and adopt Pest Management Plans according to the main elements described in the Project's ESMF, as needed, as part of the Amazonas Express ESMP and the Cabana Urban Upgrading Works' ESMP.</p>	Same timeframe than Actions 1.3 and 1.4	SMOBI-PMU and SUDECAP
ESS 4: COMMUNITY HEALTH AND SAFETY			
4.1	<p>COMMUNICATION, SIGNALING AND ALERT PLAN</p> <p>Ensure the adoption and implementation of the Social Communication Plan according to the main elements described in the Project's ESMF (covering communication, signaling and alert plans) and as part of the Amazonas Express's ESMP and the Cabana Urban Upgrading Works' ESMP, ensuring that local population are aware of safety procedures and about emergency preparedness and response measures that need to be followed.</p>	Same timeframe than Actions 1.3 and 1.4	SMOBI-PMU, URBEL and SUDECAP
4.3	<p>EMERGENCY ACTION PLAN</p> <p>Ensure the adoption and implementation of an Emergency Action Plan as part of each ESMP (as relevant), consistent with the Project's ESMF and ESS 4.</p>	Same timeframe than Actions 1.3 and 1.4	SMOBI-PMU, URBEL and SUDECAP
4.2	<p>TRAFFIC AND ROAD SAFETY</p> <p>Incorporate measures to manage traffic and road safety risks as required in the ESMF and into each ESMP (as relevant), in a manner consistent with the Project's ESMF and ESS 4.</p>	Same timeframe than Actions 1.3 and 1.4	SMOBI-PMU, URBEL and SUDECAP
ESS 5: LAND ACQUISITION, RESTRICTIONS ON LAND USE AND INVOLUNTARY RESETTLEMENT			
5.1	<p>RESETTLEMENT POLICY FRAMEWORK</p> <p>Adopt and implement the Project's Resettlement Policy Framework (RPF), consistent with ESS 5.</p>	Adopt and disclose the RAF no later than 30 days after the Project Effective Date, and thereafter implement the RPF throughout Project implementation.	SMOBI-PMU and URBEL
5.2	<p>RESETTLEMENT ACTION PLANS</p> <p>Develop, adopt and implement Resettlement Action Plans (RAPs) for each activity under the Project for which the RPF requires such RAPs, as set out in the RPF and consistent with ESS 5. Ensure that full compensation for physical and economic losses has been provided and (as applicable), displaced people have been resettled and moving allowances have been provided before taking possession of the land and related assets.</p>	Adopt, disclose, and implement the RAPs before taking possession of the land and related assets.	SMOBI-PMU and URBEL
ESS 6: BIODIVERSITY CONSERVATION AND SUSTAINABLE MANAGEMENT OF LIVING NATURAL RESOURCES			

6.1	VEGETATION CLEARING AND RECOVERY PLAN Develop, adopt and implemented a Vegetation Clearing and Recovery Plan as part of the ESMPs (as relevant and applicable), in a manner consistent with the Project's ESMP and ESS 6.	Same timeframe than Actions 1.3 and 1.4.	SMOBI-PMU and SUDECAP
ESS 7: INDIGENOUS PEOPLES/SUB-SAHARAN AFRICAN HISTORICALLY UNDERSERVED TRADITIONAL LOCAL COMMUNITIES			
Not relevant for the Project.			
ESS 8: CULTURAL HERITAGE			
8.1	CULTURAL HERITAGE RISKS AND IMPACTS Develop as part of the Amazon Express` ESMP and in a manner consistent with ESS 8, submit for approval to the agencies responsible for the protection of cultural heritage in the city of Belo Horizonte, adopt and implement s the Cultural Heritage Management Plan for the Amazonas Bus Corridor.	Same timeframe than Action 1.3.	SMOBI-PMU and SUDECAP
8.2	CULTURAL HERITAGE RISKS AND IMPACTS Ensure that construction works of the Amazonas Express are overseen by the agencies responsible for the protection of cultural heritage in the city of Belo Horizonte or a Cultural Heritage Expert authorized by these agencies.	Throughout the implementation of the construction works of the Amazonas Express	SUDECAP and SMOBI-PMU
ESS 9: FINANCIAL INTERMEDIARIES [This standard is only relevant for Projects involving Financial Intermediaries (FIs). See below a couple of examples of actions that should be considered when FIs are involved.]			
Not relevant for the Project.			
ESS 10: STAKEHOLDER ENGAGEMENT AND INFORMATION DISCLOSURE			
10.1	STAKEHOLDER ENGAGEMENT PLAN PREPARATION AND IMPLEMENTATION Adopt and implement a Stakeholder Engagement Plan (SEP) for the Project, consistent with ESS10, which shall include measures to, <i>inter alia</i> , provide stakeholders with timely, relevant, understandable, and accessible information, and consult with them in a culturally appropriate manner, which is free of manipulation, interference, coercion, discrimination and intimidation.	Adopt the SEP no later than 30 days after the Project Effective Date, and thereafter implement the SEP throughout Project implementation.	SMOBI-PMU

10.2	<p>PROJECT GRIEVANCE MECHANISM</p> <p>Adopt, publicize, maintain, and operate the City Hall Ombudsman System as the Project’s accessible grievance mechanism, to receive and facilitate resolution of concerns and grievances in relation to the Project, promptly and effectively, in a transparent manner that is culturally appropriate and readily accessible to all Project-affected parties, at no cost and without retribution, including concerns and grievances filed anonymously, in a manner consistent with ESS10.</p> <p>The grievance mechanism shall be equipped to receive, register, and facilitate the resolution of SEA/SH complaints, including through the referral of survivors to relevant gender-based violence service providers, all in a safe, confidential, and survivor-centered manner.</p>	<p>Adopt the grievance mechanism no later than 30 days after the Project Effective Date, and thereafter maintain and operate the mechanism throughout Project implementation.</p>	SMOBI-PMU
CAPACITY SUPPORT (TRAINING)			
CS1	<p>Provide with the support of the World Bank’s assigned environmental and social specialists assigned to the project training of the Project Implementing Unit on the Bank’s Environmental and Social Standards.</p>	<p>Periodically, throughout Project implementation. First session within 30 days of the Project Effective Date.</p>	SMOBI-PMU

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Identificação de envelope: 6A9C8457025540ABB9F44DF7F18F447B

Status: Enviado

Assunto: FYI - Revisions to the ESCP - Loan 9069-BR – Improving Mobility and Urban Inclusion in BH

Envelope fonte:

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Visualizado: 16/12/2022 19:34:05

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By checking the ‘I agree’ box below in this Electronic Disclosure Statement and Consent for E-Signature (“Disclosure Statement and Consent”), you agree and understand that: (1) the e-signature service (the “Service”) is not owned or operated by any of the relevant World Bank Group Organizations in any way. Instead, the Service is owned, operated and maintained by an independent vendor; and (2) no relevant World Bank Group Organization is responsible or liable for the services provided by the independent vendor.

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By checking the 'I agree' box below, you agree and confirm that:

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- You can access and read this Disclosure Statement and Consent; and
- You can print on paper the Disclosure Statement and Consent or save or send the same to a place where you can print it for future reference and access.
- With respect to IBRD and IDA, you (a) will always keep your e-mail address updated with the Service and follow instructions provided by the relevant World Bank Group Organization to keep your e-mail address updated with the Service as needed; and (b) understand that the minimum system requirements for using the Service may change

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