

Republic of the Philippines
Province of Cagayan
TUGUEGARAO CITY

NINTH CITY COUNCIL

COMMITTEE REPORT

June 05, 2024

**COMMITTEE ON HEALTH AND SANITATION
COMMITTEE OF SUSTAINABILITY, CLIMATE CHANGE, ENVIRONMENTAL
PROTECTION AND ECOLOGY**

PRESENT:

- | | |
|---------------------------------|---|
| HON. IMOGEN CLAIRE M. CALLANGAN | - Chairperson (Health) |
| | Vice Chairperson (Sustainability) |
| HON. KARINA S. GAUANI-VIERNES | - Vice Chairperson (via zoom) (Health) |
| HON. JUDE T. BAYONA | - Member (Health, Sustainability) |
| HON. MARIA ROSARIO B. SORIANO | - Chairperson (Sustainability) (via zoom) |
| HON. CERENE PEARL T. QUILANG | - Member (Sustainability) |

RESOURCE PERSONS:

- | | |
|--------------------------|--|
| DR. MARCOS MALLILLIN | - TCPGH Head (via zoom) |
| MR. NOLI JUNE O. NAVARRO | - Gen. Manager, Unified Hazwaste
(via zoom) |

FOR THE PRESIDING OFFICER:

The joint committees met and deliberated on the referral:

COMMITTEE REPORT NO. 182-2024

SUBJECT:

Indorsement of the OIC-Office of the City Mayor, Mr. Juanito A. Calubaquib, City Administrator on the draft Memorandum of Agreement between the Tuguegarao City Government and the Unified Hazwaste Expert Inc. relative to the renewal of their agreement for the processing, treatment, storage and disposal of hazardous waste materials and other wastes generated, certified urgent.

FINDINGS:

1. OIC-Office of the City Mayor, Mr. Juanito A. Calubaquib, City Administrator indorsed to the Ninth City Council the draft Memorandum of Agreement between the Tuguegarao City Government and the Unified Hazwaste Expert Inc. relative to the renewal of their agreement for the processing, treatment, storage and disposal of hazardous waste materials and other wastes generated.
2. Unified Hazwaste Expert, Inc. a corporation duly organized with a business address at Sto. Rosario St., Sto. Domingo, Angeles City, Pampanga, is a licensed hazardous Waste

Transporter Service Provider specializing in transporting wastes collected to be treated for processing, treatment, storage and disposal.

3. The Unified Hazwaste Expert Inc. is registered with the Department of Environment and Natural Resources-Environmental Management Bureau (DENR-EMB) and is a partner of TSD facility which is responsible for the final disposal of treated encapsulated wastes.
4. Mr. Noli June O. Navarro, Unified Hazwaste Expert, Inc. General Manager, signified his intention to renew their contract with the City Government of Tuguegarao for the collection, transportation, storage, treatment and disposal of hazardous wastes generated in the Tuguegarao City People's General Hospital.
5. Dr. Marcos M. Mallillin, Tuguegarao City People's General Hospital Chief, explained the following modifications of the current Memorandum of Agreement between the City Government of Tuguegarao and Unified Hazwaste Expert, Inc:

1.1 M501 (Infectious and Pathological Waste) Dry infectious wastes, sharps, blood, body fluids, and pathological waste large body parts which the law requires proper burial.

The TRANSPORTER (Unified Hazwaste Expert, Inc.) shall charge the GENERATOR (City Government of Tuguegarao) a standard service fee of Php60.00 per kilo which is inclusive of VAT.

1.2 M503 (Expired Pharmaceutical) The TRANSPORTER shall charge the GENERATOR a standard service fee of Php60.00 per kilo which is inclusive of VAT.

1.3. D407 (Busted Fluorescent Lamps) The TRANSPORTER shall charge the GENERATOR a standard service fee of Php25.00 per piece which is inclusive of VAT.

1.4 H01 (Used Industrial Oil) shall be contained in 200L drums. The TRANSPORTER shall charge the GENERATOR a standard service fee of Php40.00 per liter which is inclusive of VAT.

6. The Memorandum of Agreement shall be effective for a period of Thirty-Six (36) months from the date of signing of both parties of the herein MOA.

RECOMMENDATION:

Finding the terms and conditions of the Memorandum of Agreement (MOA) to be in order and beneficial to the constituents of Tuguegarao City, the joint committees recommend the approval of the Memorandum of Agreement between the Tuguegarao City Government and the Unified Hazwaste Expert Inc. relative to the renewal of their agreement for the processing, treatment, storage and disposal of hazardous waste materials and other wastes generated and authorizing the City Mayor Hon. Maila Rosario S. Ting-Que, to sign for and on behalf of the Tuguegarao City Government the said MOA.

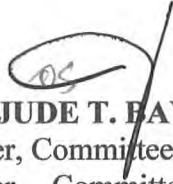
Respectfully submitted:



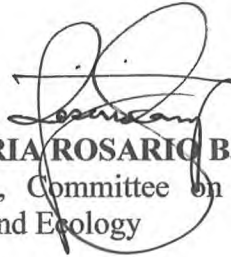
HON. IMOGEN CLAIRE M. CALLANGAN
Chairperson, Committee on Health and Sanitation
Vice Chairperson, Committee on Sustainability, Climate Change, Environmental
Protection and Ecology



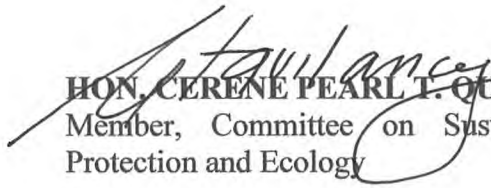
HON. KARINA S. GAUANI-VIERNES
Vice Chairperson, Committee on Health and Sanitation



HON. JUDE T. BAYONA
Member, Committee on Health and Sanitation
Member, Committee on Sustainability, Climate Change, Environmental
Protection and Ecology



HON. MARIA ROSARIO B. SORIANO
Chairperson, Committee on Sustainability, Climate Change, Environmental
Protection and Ecology



HON. CERENE PEARL T. QUILANG
Member, Committee on Sustainability, Climate Change, Environmental
Protection and Ecology

DRAFT RESOLUTION APPROVING THE RENEWAL OF THE MEMORANDUM OF AGREEMENT (MOA) BETWEEN THE LOCAL GOVERNMENT UNIT OF TUGUEGARAO CITY AND UNIFIED HAZWASTE EXPERT INC. FOR THE PROCESSING, TREATMENT, STORAGE AND DISPOSAL OF HAZARDOUS WASTE MATERIALS AND OTHER WASTES GENERATED AND AUTHORIZING THE CITY MAYOR, HON. MAILA ROSARIO S. TING-QUE, TO SIGN AND ON BEHALF OF THE TUGUEGARAO CITY GOVERNMENT THE SAID MEMORANDUM OF AGREEMENT



WHEREAS, Section 22(c) of Republic Act No. 7160, otherwise known as the Local Government Code, grants the power to the Local Chief Executive to enter into contracts on behalf of the local government unit with prior authorization by the Sangguniang Panlungsod;

WHEREAS, the OIC-Office of the City Mayor, Mr. Juanito A. Calubaquib, City Administrator indorsed to the Ninth City Council the draft Memorandum of Agreement between the Tuguegarao City Government and the Unified Hazwaste Expert Inc. relative to the renewal of their agreement for the processing, treatment, storage and disposal of hazardous waste materials and other wastes generated;

WHEREAS, the Unified Hazwaste Expert, Inc. is a duly licensed health care Waste Transporter Service Provider specializing in transporting wastes collected to be treated and, in the processing, treatment, storage and disposal of hazardous waste materials and other wastes generated by the generator in the operation of its facility;

WHEREAS, the Unified Hazwaste Expert, Inc. is a duly registered and accredited with the Department of Environment and Natural Resources - Environmental Management Bureau (DENR-EMB) with Transporter Registration Certificate No. TP-R3-54-00197/ OL-TP-R3-54-000100; Securities and Exchange Commission Registration No. CS201616457; Business Permit No. Permit 54-01-20-2019006060 in Angeles City, Pampanga which partnered with a TSD facility which responsible for the final disposal of treated/encapsulated wastes

WHEREAS, due to the inability of the Tuguegarao City Government to dispose on its own the hazardous/infectious waste materials it generates in accordance with environmental laws, it seeks to engage the services of a healthcare transporter services provider;

WHEREAS, the Tuguegarao City Government in the normal course of its operations generates hazardous waste materials which it desires to be properly transported and treated prior to disposal or recycling;

WHEREAS, the Tuguegarao City Government has agreed to avail again of the services of the Unified Hazwaste Expert, Inc. and its TSD services and facility partners for the purpose of transporting, treating, storing and disposing the former's hazardous wastes generated by its facility;

WHEREAS, the Joint Committee on Health and Sanitation and Committee on Sustainability, Climate Change, Environmental Protection and Ecology, found the terms and conditions of the Memorandum of Agreement to be in order and beneficial to both parties and the constituents of Tuguegarao City;

NOW, THEREFORE, RESOLVE, as it is hereby **RESOLVED**, to approve the Renewal of the Memorandum of Agreement between the Local Government Unit of Tuguegarao City and Unified Hazwaste Expert, Inc. for the Processing, Treatment, Storage and Disposal of Hazardous Waste Materials and other Wastes Generated, and authorizing the City Mayor, Hon. Maila Rosario S. Ting-Que, to sign for and on behalf of the Tuguegarao City Government the said Memorandum of Agreement.

MEMORANDUM OF AGREEMENT

This agreement is made and entered into by and between:

TUGUEGARAO CITY GOVERNMENT, an institution duly organized and existing in accordance with the laws of the Republic of the Philippines with **TUGUEGARAO CITY PEOPLE'S GENERAL HOSPITAL** under its administrative supervision, with business address at Luna Street, Centro 6 (Poblacion), Tuguegarao City, Cagayan, represented in this act by its **City Mayor – HON. MAILA ROSARIO S. TING-QUE**, herein under referred to as the **GENERATOR**.

-and-

UNIFIED HAZWASTE EXPERT, INC., a corporation duly organized and existing in accordance with the laws of the Republic of the Philippines with business address at 151 D Plaza Rafael II, Sto. Rosario St., Sto. Domingo, Angeles City, Pampanga, represented in this act by its **President/PCO- KARREN SHERRYL MARNELLIE D. LIWANAG**, hereunder referred to as the **TRANSPORTER**;

WITNESSETH:

WHEREAS, the **TRANSPORTER** is a licensed hazardous Waste Transporter Service Provider specializing in transporting waste collected to be Treated for the processing, treatment, storage, and disposal of hazardous waste materials and other wastes generated by the **GENERATOR** in the operation of its facility.

WHEREAS, the **TRANSPORTER** is duly registered and accredited with the Department of Environmental and Natural Resources - Environmental Management Bureau (DENR-EMB) with Transporter Registration Certificate No. *TP-R3-54-00197/OL-TP-R3-54-000100*; Securities and Exchange Commission Registration No. CS201616457; Business Permit No. Permit *54-01-20-2019006060* in Angeles City, Pampanga which partnered with a TSD facility which responsible for the final disposal of treated/encapsulated wastes;

WHEREAS, due to inability of the **GENERATOR** to dispose on its own the hazardous/ infectious waste materials it generates in accordance with environmental laws, the **GENERATOR** seeks to engage the services of a healthcare waste transporter services provider:

WHEREAS, The **TRANSPORTER** is registered with the Department of Environment and Natural Resources –Environmental Management Bureau (DENR-EMB) and is partnered with a TSD facility which is responsible for the final disposal of treated/encapsulated wastes:

WHEREAS, the **GENERATOR**, in the normal course of its operations generates hazardous waste materials, which the **GENERATOR** desires to be properly transported, treated prior to disposal or recycling:

WHEREAS, the **GENERATOR** has agreed to avail of the services of the **TRANSPORTER** and its TSD services and facility partners for the purpose of transporting, treating, storing and disposing the former's hazardous waste generated by its facility:

NOW THEREFORE, for and in consideration of the foregoing premises and the terms and conditions herein set forth the parties hereto agree as follows:

1. The **TRANSPORTER** shall collect, transport and refer to its partnered TSD facilities for treatment and disposal of the infectious and hazardous wastes of **GENERATOR**; the **TRANSPORTER** shall use its (1) vehicle, (2) personnel with proper attire, and (3) weighing scale, while the Generator is responsible for the absolute segregation at point of generation the different types of hazardous wastes as follows:

1.1 **M501 (Infectious and Pathological Waste)** Dry Infectious waste, sharps ,blood, body fluids and pathological waste large body parts which the law require proper burial.

The **TRANSPORTER** shall charge the **GENERATOR** a standard service fee of PIIP 60.00/per kilo which is **inclusive of VAT**.

HON. MAILA ROSARIO S. TING-QUE
CITY MAYOR

KARREN SHERRYL MARNELLIE D. LIWANAG
PCO PRESIDENT - UHH

1.2 M503 (Expired Pharmaceuticals)

The **TRANSPORTER** shall charge the **GENERATOR** a standard service fee of PHP 60.00/per kilo which is inclusive of VAT.

1.3 D407 (Busted Fluorescent Lamps)

The **TRANSPORTER** shall charge the **GENERATOR** a standard service fee of PHP 25.00/per piece which is inclusive of VAT.

1.4 I101 (Used Industrial Oil)

The **TRANSPORTER** shall charge the **GENERATOR** a standard service fee of PHP 40.00/per liter which is inclusive of VAT.

1.5 Septic Tank Sludge

2. The abovementioned charges shall cover the collection, transportation, treatment, and disposal by the **TRANSPORTER** and its partner facilities and service providers of the **GENERATORS** hospital wastes. The total weight of waste collected will be determined by the **TRANSPORTER**'s weighing scale system, subject for validation and confirmation of the **GENERATOR**'s representative.
3. The **TRANSPORTER** shall train one of the **GENERATOR**'S concerned personnel on proper collection and segregation of hospital wastes, free of charge.
4. Upon signing of Memorandum of Agreement, it shall allow the **TRANSPORTER**, its representative and employees access of its premises for ocular and to implement its services.
5. The **TRANSPORTER** will ensure Proper Coordination to the **GENERATOR**'S personnel before hauling.
6. It is the responsibility of the **GENERATOR** for the absolute segregation, at the point of generation, and containment of the following:
 - a. Medical Sharps in a puncture proof and lockable container;
 - b. Blood , body, fluids and other pathogenic wet wastes in a plastic and sealable Med-Bin
 - c. Dry and infectious wastes in a yellow heavy duty plastic bags that are suitable for Disinfection using Hydroclave treatment;
 - d. The Busted Fluorescent Lamps should be stored in a wooden box;
 - e. For the Chemical/ Laboratory Solutions, Stored in a closed container, labelled with type of content, covered and sealed type.
7. If any of **TRANSPORTER** employees is injured for failure of the **GENERATOR** or any of its employees to observe the segregation requirement by disposing, the **GENERATOR** shall be responsible to give or apply the proper first aid or medical treatment without prejudice to claim of damages arising from such incident;
8. The **TRANSPORTER** reserves the right to refuse collection of any hazardous waste from the **GENERATOR** that has not been properly segregated and labelled;
9. It is the responsibility of the **GENERATOR** to store segregated hazardous waste into designated waste storage area that are easily accessible, lockable and under cover to prevent the acts of nature from coming into contact with the waste, hospital wastes from source within its premises;
10. The **TRANSPORTER** who has partnered with **CLEANWAY ENVIRONMENTAL MANAGEMENT SOLUTIONS INC., ADL ENVIROTECHNOLOGY INC., and DOLOMATRIX PHILIPPINES, INC.,** an EMB-DENR Certified TSD facilities, shall be the TSD providers of the **GENERATOR** for collection and transport of their health care wastes to the Transporter partner for treatment and disposal of infectious waste during the period of the Agreement.

HON. MAILA ROSARIO S. TING-QUE
CITY MAYOR

KARREN SHERRYL MAHINJA D. LIWANAG
PCO/PRESIDENT - DHEI

HON. MAILA ROSARIO S. TING-QUE
CITY MAYOR

KARREN SHERRYL MARNEZ
PCV PRESIDENT - UTRC

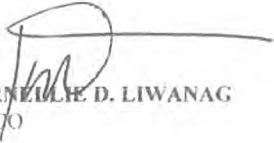
11. The **GENERATOR** has nothing to do with the **TRANSPORTER**'s partnership and transaction with any person in regard to the treatment and disposal of the hospital wastes collected and transported.
12. The **TREATER** shall issue a Certificate of Treatment within ninety (90) days after the wastes are received for treatment and have been finally disposed on the condition that the **GENERATOR** shall pay the **TRANSPORTER** in FULL of the total amount payable to the latter.
13. The **GENERATOR** shall be responsible in cleaning-up within its premises while the **TRANSPORTER** will be responsible for the cleaning-up of accidental spills in the process of transporting the wastes collected.
14. The **TRANSPORTER** recognizes its duties and liabilities in case an accidental spill occurs while transporting the waste of the **GENERATOR**. It shall hold the **GENERATOR** free and harmless from any claims of a third party for liabilities, damage, losses and expenses arising from the performance by **TRANSPORTER** of its services under, or as a consequence of this Agreement. The obligations of **GENERATOR** on the hospital wastes end the moment they have been loaded by the **TRANSPORTER** to its collecting vehicle.
15. Failure of the **GENERATOR** to settle its account with the **TRANSPORTER** within Fourteen (14) days upon receipt of billing invoice, which is on the exact date of hauling, grants the latter the right to terminate its services and overdue accounts shall be subject to no hauling until payment has been settled.
16. The **TRANSPORTER**, which shall be the sole **TRANSPORTER** of the **GENERATOR** for the collection and transport of their hazardous wastes to the **TREATER** for treatment and disposal of hazardous waste during the period of Agreement.
17. The **GENERATOR** commits that it shall comply with all the Permits, Registration and Licenses requirements of the Department of Health and the Department of Environment and Natural Resources-Environmental Management Bureau and shall make sure that it remains valid and up to date.
18. This agreement shall be effective for a period of Thirty Six (36) months from the date of signing. It may be renewed or extended subject to new terms and condition. This agreement covers all hazardous waste listed in this agreement for a period of 36 months from the date of signing between the **TRANSPORTER** and the **GENERATOR**. The **TRANSPORTER** shall be the exclusive transporter or hauler of hazardous waste collection or what is indicated waste in their Permit to Transport of the **GENERATOR**. The **GENERATOR** shall not engage the services of any other individual or entity in the same line of business as the Transporter, directly or indirectly.
19. IF the **GENERATOR** is a Covid-19 facility, *the pricing of our hauling service is subject for change*. In addition, it is also the **GENERATOR**'s responsibility to provide PPE's to our Haulers, and RT-PCR or Antigen Tests to our personnel that will do the hauling, and complete assistance if problem arise at any control point in the location.
20. Issues that may arise from this Memorandum of Agreement shall be discussed by the **PARTIES** as partners in environmental protection. Matters which cannot be settled amicably shall be settled in the courts of law at the place where both parties are conducting business.
21. All other terms and conditions not otherwise herein provided for shall be governed by the pertinent laws of the Republic of the Philippines.
22. Prices are inclusive of Value Added Tax (VAT) and shall remain fix throughout the effectivity of this MOA. Any future adjustment of price shall be subject to discussion by the parties involved, taking into consideration market price of construction materials, fuels and other inputs to effectively carry out the transport, treatment and disposal of wastes.

IN WITNESS WHEREOF, the parties represented by their respective duly authorized officers have signed this agreement.

GENERATOR represented by:

HON. MAILA ROSARIO S. TING-QUE
City Mayor

TRANSPORTER represented by:


KARREN SHERRYL MARNELE D. LIWANAG
President/PCO

Date: _____

Date: _____

Place: _____

Place: _____

Signed in the presence of:

Signed in the presence of:


NOLI JUNE O. NAVARRO
General Manager

ACKNOWLEDGEMENT

Republic of the Philippines)

1 5 5

BEFORE ME, a Notary Public in _____, on _____ in _____, Philippines, appeared:

NAME:

ID

KARREN SHERRYL MARNELLIE D. LIWANAG

C10-15-010633 (Pamp./9-6-32)

HON. MAILA ROSARIO S. TING-QUE

I ascertained her/his identity through her/his above-indicated competent evidence of identity. She/He represented to me that she/he voluntarily affixed her/his signature on the foregoing contract for the purposes stated thereon, and declared that she/he executed the same as her/his free and voluntary act and deed in accordance with her/his authority.

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Page No. _____:

Book No. _____:

Series of 2024;