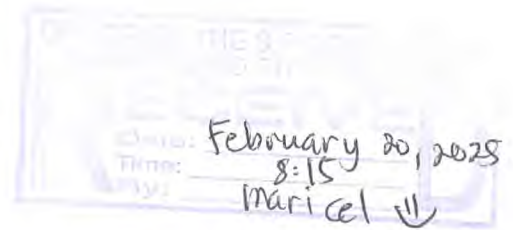




BAGONG PILIPINAS

Republic of the Philippines  
Province of Cagayan  
TUGUEGARAO CITY

Phone number: 0953-588-3721 | email address: [cmotuguegaraocity@gmail.com](mailto:cmotuguegaraocity@gmail.com)



## OFFICE OF THE CITY MAYOR

18 February 2025

### THE PRESIDING OFFICER AND MEMBERS

Sangguniang Panlungsod  
This City


Dear *Presiding Officer and Members of the Sanggunian*:

Herewith is the Memorandum of Agreement between the Tuguegarao City Government and any licensed TRANSPORTER/Service Provider relative to the collection, transportation, and disposal of hazardous waste generated by the City Health Office, for your information and appropriate action.

This matter is certified as **URGENT** pursuant to Article 107 of the Implementing Rules and Regulations of the Republic Act No. 7160, or the Local Government Code of 1991.

Thank you!

In the name of public service,

  
**MAILA ROSARIO S. TING-QUE**  
City Mayor

Copy furnished:

- ☐ City Health Office
- ☐ City Legal Office





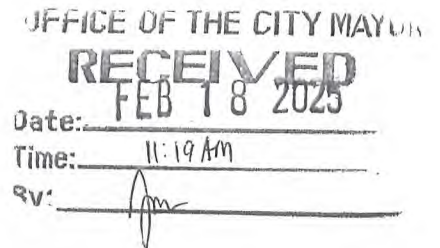
Republic of the Philippines  
Province of Cagayan  
**TUGUEGARAO CITY**

# CITY HEALTH OFFICE



February 14, 2025

**HON. MAILA ROSARIO S. TING-QUE**  
City Mayor  
Tuguegarao City



Dear Ma'am,

Greetings!

I am writing to formally request your kind approval and assistance regarding the collection, transportation, and disposal of hazardous waste generated by the City Health Office in compliance with the Department of Health (DOH) Licensing requirements for Primary Care facilities. As part of our ongoing efforts to maintain a safe and healthy environment for the public and our staff, it is essential that we dispose of these hazardous materials in an appropriate and environmentally responsible manner.

The City Health Office regularly generates hazardous waste as part of its operations, including but not limited to medical waste such as used needles, syringes, expired medications, and other biohazardous materials. As stipulated by the DOH regulations, these materials require special handling and disposal procedures to mitigate any potential risks to the health and safety of the community.

In line with this, we respectfully request the support of the local government in facilitating the proper collection, transportation, and disposal of these hazardous wastes by a licensed service provider. This action will ensure that we are fully compliant with DOH guidelines and contribute to the overall cleanliness and safety of Tuguegarao City.

We are confident that with your leadership and support, we will be able to implement this necessary measure for the continued health and well-being of our residents and staff.

Thank you for your attention to this matter. We look forward to your positive response.

Very truly yours,

  
**ROBIN R. ZINGAPAN, MD, FPSMS, DPCAM**  
City Health Officer



## MEMORANDUM OF AGREEMENT

This agreement is made entered into by and between:

**TUGUEGARAO CITY GOVERNMENT**, a local government unit duly created by law with office address at Carig Sur, Tuguegarao City, Cagayan, represented by its **HON. MAILA ROSARIO S. TING QUE, CITY MAYOR**, herein under referred to as the **GENERATOR**.

-and-

\_\_\_\_\_, a corporation duly organized and existing in accordance with the laws of the Republic of the Philippines with business address at \_\_\_\_\_, represented in this act by its \_\_\_\_\_, hereunder referred to as the **TRANSPORTER**;

*WITNESSETH;*

WHEREAS, the **TRANSPORTER** is a license 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 Environment and Natural Resources- Environmental Management Bureau (DENR-EMB) with Transporter Registration Certificate No. \_\_\_\_\_; Securities and Exchange Commission Registration No. \_\_\_\_\_; Business Permit No. \_\_\_\_\_ in \_\_\_\_\_ 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 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 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 terms and conditions herein set forth the parties by hereto agree as follows:

1. The **TRANSPORTER** shall collect, transport to 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 Php \_\_\_\_/ per kilo which is **inclusive of VAT**

- 1.2 M503 (Expired Pharmaceuticals)

The **TRANSPORTER** shall charge the **GENERATOR** a standard service fee of Php \_\_\_\_/ 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 \_\_\_\_/ piece which is **inclusive of VAT**

- 1.4 1101 (Used Oil) shall be contained in 200L drums.

The **TRANSPORTER** shall charge the **GENERATOR** a standard service fee of Php \_\_\_\_/ per liter which is **inclusive of VAT**

- 1.5 Septic Tank Sludge

2. The above-mentioned charges shall cover the collection, transportation, treatment, and disposal by the **TRANSPORTER** and its partner facilities and service providers of the **GENERATORS** health facility wastes.
3. The **TRANSPORTER** shall train **free of charge** to the **GENERATORS** concerned personnel on proper collection and segregation of the health facility wastes.
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:
  - 6.1 Medical Sharps in puncture proof and lockable container;
  - 6.2 Blood, body, fluids and other pathogenic wet wastes in a plastic and sealable Med-Bin



- 6.3 Dry and infectious wastes in a yellow heavy duty plastic bag that are suitable for microbial destruction autoclave;
- 6.4 The Busted Fluorescent Lamps should be stored in a wooden box
- 6.5 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/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 properly 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 \_\_\_\_\_, an EMB-DENR Certified TSD facility, shall be the TSD provider of the **GENERATOR** for the 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.

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 and Disposal every ninety (90) days of service 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 accidentals 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 health facility wastes and 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 is DENR-EMB Certified, 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 the Agreement.

17. The **GENERATOR** commits that it shall comply with all the Permits, Registrations and Licenses requirements of the Department of Health and the Department of Environment & 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 24 months (2) years 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 24 months from the date of signing between the **TRANSPORT** and the **GENERATOR**. The **TRANSPORTER** shall be the **exclusive** transporting or hauling of hazardous waste collection or what is indicated waste in their Permit to Transport of the **GENERATOR**. The **GENERATOR** may not engage of services 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 courts of law in **Tuguegarao City** only.

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 effectivity carry out the transport, treatment and disposal of wastes.

IN WITNESS WHEREOF, the parties have hereunto set their hands this \_\_\_\_\_ day  
of \_\_\_\_\_ 2025 in \_\_\_\_\_ Philippines.

HON. MAILA ROSARIO S. TING-QUE

## Generator

Transporter

Signed in the Presence of:

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES) S.S.  
CITY OF \_\_\_\_\_ ) S.S.

BEFORE ME, a Notary Public, for and in \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_,  
personally appeared:

NAME	ID No.	Place of Issuance	Date of Issuance
HON. MAILA ROSARIO S. TING-QUE			

They are known to me to be the same persons who signed the foregoing  
Memorandum of Agreement they acknowledged to me that their signatures prove their  
free acts and of the entities they represent.

SIGNED AND SEALED IN \_\_\_\_\_ on \_\_\_\_\_.

Doc No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of 2025

Notary Public