



Republic of the Philippines
PROVINCE OF ZAMBALES
Municipality of Botolan

Att 2

N/ ATTACHMENTS

10/29/25

OFFICE OF THE SANGGUNIANG BAYAN

EXCERPT FROM THE MINUTES OF THE REGULAR SESSION OF THE SANGGUNIANG BAYAN HELD AT THE MUNICIPAL SESSION HALL, BOTOLAN, ZAMBALES ON THE 13TH DAY OF OCTOBER 2025

Present:

Hon. Atty. Edmund Dante D. Perez Presiding Officer

Regular Members

Hon. Hon. Eddie D. Daos	SB Member
Hon. Lance Alfonso D. Lim	SB Member
Hon. Angel B. Diesta	SB Member
Hon. Jay T. Dilag	SB Member
Hon. Dr. Fernando D. Igrobay	SB Member
Hon. Arthur R. Daria	SB Member
Hon. Gregorio D. Jaring	SB Member

Ex-Officio Members

Hon. Jessa Nicole B. Jaring	SK Mun. Fed. Chairman
Hon. Ladie M. De Leon	IPMR

Absent:

Hon. Doris D. Ladines	SB Member (On-leave)
Hon. Fernando D. Oñate Jr.	ABC President (OB)

RESOLUTION NO. 62-2025

RESOLUTION GRANTING AUTHORITY TO HON. JUN OMAR C. EBDANE, MUNICIPAL MAYOR, TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH THE CLEANWAY ENVIRONMENTAL SOLUTIONS, INC. FOR THE TRANSPORTATION AND TREATMENT OF DR. FLORENTINO C. DOBLE MEMORIAL HOSPITAL'S HEALTHCARE/HAZARDOUS WASTES

Whereas, the Local Government Code of 1991 (Republic Act No. 7160) provides that the local government unit shall exercise such powers and discharge such functions and responsibilities as are necessary appropriate, or incidental to the efficient and effective provision of basic services and facilities, including waste management and environmental sanitation;

Whereas, the Municipal Government of Botolan recognizes the importance of ensuring the safe and proper disposal of hospital hazardous wastes, which pose potential risks to public health and the environment;

Whereas, Cleanway Environmental Solutions, Inc. is a company duly recognized and accredited by the Department of Environment and Natural Resources (DENR) to handle the transportation and treatment of hazardous wastes in accordance with applicable laws and regulations;



Republic of the Philippines
PROVINCE OF ZAMBALES
Municipality of Botolan

OFFICE OF THE SANGGUNIANG BAYAN

Page 2 of Reso. 62-2025

Whereas, the Municipal Government of Botolan has deemed it necessary to enter into a memorandum of agreement with Cleanway Environmental Solutions, Inc. for the proper and efficient management of hospital hazardous wastes generated by healthcare facilities in the Dr. Florentino C. Doble Memorial Hospital;

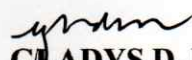
Now therefore, on motion of Hon. Dr. Fernando D. Igrobay, seconded by Hon. Eddie D. Daos, and approved by all the members in session assembled, be it;

Resolved, as it is hereby resolved that the Sangguniang Bayan hereby grants authority to Hon. Jun Omar C. Ebdane, Municipal Mayor, to enter into a memorandum of agreement with Cleanway Environmental Solutions, Inc. for the transportation and treatment of hospital hazardous wastes, subject to the terms and conditions as may be mutually agreed upon by both parties and in compliance with all applicable laws, rules, and regulations.

Resolved further, that a copy of this resolution be furnished to all concerned agencies for their information and appropriate action.

APPROVED UNANIMOUSLY.

I hereby certify to the correctness of the foregoing resolution.


GLADYS D. DE VERA
Secretary to the Sanggunian

ATTESTED:


EDDIE D. DAOS
SB Member

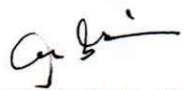

ANGEL B. DIESTA
SB Member


DR. FERNANDO D. IGROBAY
SB Member


GREGORIO D. JARING
SB Member


LANCE ALFONSO D. LIM
SB Member


JAY T. DILAG
SB Member


ARTHUR R. DARIA
SB Member


JESSA NICOLE B. JARING
SK Mun. Fed. Chairman



Republic of the Philippines
PROVINCE OF ZAMBALES
Municipality of Botolan

OFFICE OF THE SANGGUNIANG BAYAN

Page 3 of Reso. 62-2025


LADIE M. DE LEON
IPMR

ATTY. EDMUND DANTE D. PEREZ
Vice Mayor/Presiding Officer

APPROVED:

JUN OMAR C. EBDANE
Municipal Mayor


10-79-X

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement is entered into this _____ at _____ by and between:

DR. FLORENTINO C. DOBLE MEMORIAL HOSPITAL, a health facility duly organized and existing by virtue of the laws of the Republic of the Philippines with principal address at **NEW TAUGTOG RESETTLEMENT AREA, BOTOLAN, ZAMBALES** herein represented by its **MUNICIPAL MAYOR, HON. JUN OMAR C. EBDANE**, herein referred as the **"GENERATOR"**.

-and-

CLEANWAY ENVIRONMENTAL MANAGEMENT SOLUTIONS INC., a corporation duly organized and registered under Philippine laws with principal office address at Meridian Industrial Complex II, Brgy. Maguyam, Silang, Cavite and/or Sitio Kawili-wili, Brgy. Cut-cut II, Capas, Tarlac herein represented by its **Chief Operating Officer, MR. RONEL C. PAGCALIWANGAN** hereinafter referred to as the **"TRANSPORTER/TREATER"**.

WITNESSETH

WHEREAS, the GENERATOR generates industrial wastes at its plant located at Lot 3-5, Block 8 Phase 2, Mountview Industrial Complex, Carmona, Cavite, which are classified as Hazardous Wastes (as categorized under RA 6969), and requires the transportation and treatment of said Hazardous Wastes to an appropriate waste treatment/disposal facility.

WHEREAS, the TRANSPORTER/TREATER represents itself to be duly qualified waste TREATER/TRANSPORTER, having the requisite license, permits, qualification, and expertise in the handling, hauling, transporting, and treatment of hazardous waste in compliance with Republic Act (RA) 6969, with the following certifications:

1. Treatment, Storage and Disposal Certificate (Cavite Plant): **OL-TR-R4A-21-000048**
2. Transporter's Registration (Cavite Plant): **OL-TP-4A-21-000066**
3. Environmental Compliance Certificate (Cavite Plant): **ECC-R4A-1612-0388**
4. Treatment, Storage and Disposal Certificate (Tarlac Plant): **OL-TR-R3-69-000063**
5. Transporter's Registration (Tarlac Plant): **OL-TP-R3-69-000091**
6. Environmental Compliance Certificate (Tarlac Plant): **ECC-R03-09032018-4592**

NOW THEREFORE, for and in consideration of the foregoing premises and the covenants and stipulations hereinafter set forth, the parties hereby agree as follows:

I. SCOPE OF SERVICES

1.1. TRANSPORT:

- 1.1.1 Load, handle, haul, and safely transport the wastes from the premises of the GENERATOR and unload the same at the TRANSPORTER/TREATER's treatment plant at Meridian Industrial Complex II, Brgy. Maguyam, Silang, Cavite and/or Sitio Kawili-wili, Brgy. Cut-cut II, Capas, Tarlac and assume full responsibility for any accident or damages that may occur during the transport of said wastes.

633Hon. ENGR. DORIS D. LADINES, SB Member: Para silang si at si surveyor.

634Hon. EDDIE DAOS, SB Member: Pasok ng pasok, nangyari na po ito sa akin personally.

635ATTY. EDMUND D. PEREZ, Vice-Mayor Presiding Officer: Ngayon kung nagdagdag sila ng charges, normal lang yon, sa profession mo kasi you can impose additional charges to your client

636Hon. EDDIE DAOS, SB Member: Wala pa lang standard fee for the survey.

637Hon. ATTY. EDMUND D. PEREZ, Vice-Mayor Presiding Officer: Magkakaiba ang rate ng mga yan, meron mga surveyors na may malalaki ang charge for some reasons.

638Hon. EDDIE DAOS, SB Member: Kung halimbawa ako po Vice?

639Hon. ENGR. DORIS D. LADINES, SB Member: Wala nga.

640Hon. ATTY. EDMUND D. PEREZ, Vice-Mayor Presiding Officer: You earn that through your years of practice.

641Hon. EDDIE DAOS, SB Member: Kung sakali ako po, at tanungin ko sya itong lupa ko na to ay isu survey mo at ang usapan natin ay 20, violation ba kung gagawin naten ng 22?

642Hon. ATTY. EDMUND D. PEREZ, Vice-Mayor Presiding Officer: Wala po, professional engagement fee yon eh, you can refuse kung malaki ang china charge nya sayo eh.

643Hon. EDDIE DAOS, SB Member: Yon lang po ang fear dito baka yon mga charges natin ay i cha charge din sa kliyente.

644Hon. ENGR. DORIS D. LADINES, SB Member: Parang din doctor yan SB Daos, na may TF ka, parang si attorney.

645Hon. ATTY. EDMUND D. PEREZ, Vice-Mayor Presiding Officer: Pag ako nag charge at umangal sila, humanap sila ng ibang abogado.

646Hon. ENGR. DORIS D. LADINES, SB Member: Parang si attorney pag nataasan sila...

647Hon. EDDIE DAOS, SB Member: Ang kinokontrol dito eh yun pasok ka ng pasok, maganda sya maganda po ito.

648Hon. ENGR. DORIS D. LADINES, SB Member: Sample po nyan si Engr. Doble nag survey napasok yon bakod... napasok yon bakod ng sports complex.

649Hon. ATTY. EDMUND D. PEREZ, Vice-Mayor Presiding Officer: Ok because of the suggestion that we refer this matter sa mga public consultation, we will just attend the assembly of barangay secretary.

650Ms. GLADYS DEVERA, SB Secretary: ABC, kalian ang next nyong Liga?

651Hon. FERNANDO D. OÑATE JR., ABC President: Basta second Friday.

652Hon. DR. FERNANDO IGROBAY, SB Member: Second Friday, ang layo pa.

653Ms. GLADYS DEVERA, SB Secretary: October na.

654Hon. ATTY. EDMUND D. PEREZ, Vice-Mayor Presiding Officer: This is not rush atleast ginagawa lang natin yon trabaho natin. Ok, madam secretary, what's next?

655Ms. GLADYS DEVERA, SB Secretary: An ordinance reclassifying all properties in Botolan directly affected by the contruction of the transmission line project of the national grid corporation of the Philippines into industrial property. May kopya po kayo dyan ng draft.

1.2. TREATMENT:

- 1.2.1 Accepts the wastes at the TRANSPORTER/TREATER's treatment plant, for storage, treatment, handling, and recycling through specialized processes utilizing the plant's various equipment and facilities.
- 1.2.2 Solely responsible for the operation and maintenance of the plant's equipment that will be used in the processing of Hazardous Wastes.

II. TERMS AND CONDITIONS

2.1. TRANSPORTER/TREATER:

- 2.1.1 Shall provide all the necessary personnel that will accomplish the hauling, handling, loading and transportation of the subject wastes of the GENERATOR.
- 2.1.2 Shall load, handle, haul, and safety transport the wastes from the premises of the GENERATOR and unload the same at the TRANSPORTER/TREATER's treatment at Meridian Industrial Complex II, Brgy. Maguyam, Silang, Cavite, Philippines.
- 2.1.3 Shall assume full responsibility for any accident or damages that may arise during, or by reason of, its hauling, loading, handling and transportation of the subject wastes of the GENERATOR and hereby agrees to indemnify, defend and hold harmless GENERATOR and its officers, directors, agents, employees, assigns and representatives, against all claims, actions liabilities, losses, expenses, damages, and costs including but not limited to reasonable attorney's fees, that may at any time be filed by third parties against the GENERATOR due to said accident, and for violation of any provision of this Agreement.
- 2.1.4 Shall accept wastes for storage, treatment, handling, and recycling through its recycling process with the use of its plant's facilities. For this purpose, the TRANSPORTER/TREATER hereby warrants that its facilities are fully equipped and are in compliance with what is mandated by existing laws, rules and regulations and hereby agrees to indemnify, defend, and hold harmless the GENERATOR and its officers, directors, agents, employees, assigns and representatives from and against all claims, actions, liabilities, losses, expenses, damages, and cost including but not limited to reasonable attorney's fees that may at any time filed but third parties against the GENERATOR in connection with the treatment of the subject wastes, and for violation of any provision of this Agreement.
- 2.1.5 Shall be solely responsible for the operation and maintenance of the equipment that will be used in the processing of wastes indicated in Annex A.

2.2 Obligations of GENERATOR:

- 2.2.1 GENERATOR shall place its wastes in containers appropriate for the purpose, which shall be properly/sufficiently labelled for its appropriate handling by the TRANSPORTER/TREATER. The detailed specifications of said containers shall be provided at cost to the GENERATOR by the TRANSPORTER/TREATER at least fifteen (15) days prior to the scheduled date of hauling/transport;
- 2.2.2 GENERATOR shall give the TRANSPORTER/TREATER at least seven (7) days prior notice before the scheduled date of hauling/transport.

428 Hon. DR. FERNANDO IGROBAY, SB Member: Ok yang kopya ng ordinance na yan, M. presiding I so move that this matter be refer to the committee, and I would like to ask the members to sit down, andaming..yang pag kaka hawa kasi nyan para syang batas ng kongreso, be it enacted ha, para syang copy paste from the anu ha, ang ordinansa ng munisipyo hindi ganyan ang format, meron akong ginawang anu,sinabi kona eto kay mam Lanie. Wala akong question, ang una kasi iba yung Comprehensive Land Use Plan at iba yun zoning ordinance. Magkakaroon tayo ng zoning ordinance kung meron tayong Comprehensive Land Use Plan at yun muna ang i a approve ng Sangguniang Bayan, and napakahaba nyan napaka kapal and Im gone to it, I would like this matter be refer to the committee para lahat ng myembro can sit down with me, para alam nila. Madam secretary sino ba ang mga members ng committee?

429 Ms. GLADYS DEVERA, SB Secretary: Janet pakihanap nga ang members nya.

430 Hon. DR. FERNANDO IGROBAY, SB Member: Ladie De Leon alam mo ha na member ka.

431 Hon. ATTY. EDMUND D. PEREZ, Vice-Mayor Presiding Officer: When would you conduct the committee, when?

432 Hon. DR. FERNANDO IGROBAY, SB Member: Tong week na to, can we do it on Thursday or Friday

433 Ms. GLADYS DEVERA, SB Secretary: Friday may ocular po kayo sa Mambog.

434 Hon. DR. FERNANDO IGROBAY, SB Member: Thursday, meron ba.

435 Hon. ATTY. EDMUND D. PEREZ, Vice-Mayor Presiding Officer: Thursday I will be speaking with the new.. sa civil service. Yun Friday afternoon after the ocular

436 Hon. DR. FERNANDO IGROBAY, SB Member:Friday daw.Can we do it on Friday?

437 Hon. ATTY. EDMUND D. PEREZ, Vice-Mayor Presiding Officer: Doc after the ocular, so we might finish that item.

438 Hon. ENGR. DORIS D. LADINES, SB Member: Oo, pwede, after 9 eh..mga 10:30 siguro?

439 Hon. ATTY. EDMUND D. PEREZ, Vice-Mayor Presiding Officer: 10:30, andito na ba si madam Lanie? Ah NGCP, ok..

440 Hon. DR. FERNANDO IGROBAY, SB Member: Hindi sya available, next week na lang.

441 Hon. ATTY. EDMUND D. PEREZ, Vice-Mayor Presiding Officer: Next week na lang doc.

442 Hon. DR. FERNANDO IGROBAY, SB Member: Next week, ~~an~~ung araw? Tuesday meron ba ng Tuesday? ayan Tuesday, bakante? Tuesday na lang Mahaba ito ha, ang kapal kapal nito ha. Hindi ko sinisiguradong two hours. Ang kapal kapal na ng mata ko sa kababasa nyan eh. Kayong mga myembro basahin nyo na para anu, ang ginawa kasi sir parang anu eh parang batas ng kongreso eh, ayoko naman ng ganun.

443 Hon. ATTY. EDMUND D. PEREZ, Vice-Mayor Presiding Officer: Please educate us madam, do we need this CLUP? or sa CDP? This amended, we are amending the existing zoning ordinance with this proposal di po ba? Naka incorporate po bae to sa CLUP? Naka incorporate din sya? ito yung part two? Opo, kaya nga eto yun second, ok. I suggest na si MPDC ang mag speaker,educate us first before we make the comments.

444 Hon. DR. FERNANDO IGROBAY, SB Member: Kaya nga mag hapon yan sigurado,resource speaker. Correct, Oh, sa Monday, available lang sya para turuan nya lang kame tungkol sa anu? Parang its, kung tutuusin..

2.2.3 GENERATOR shall issue a Purchase Order to the TREATER prior to the transport, treatment, and disposal of its industrial waste. (if applicable)

2.2.4 GENERATOR shall check the printed information on the Manifest Form presented by the TRANSPORTER/TREATER in every hauling;

2.2.5 GENERATOR shall secure the **"Online Permit to Transport"** and **"Online Hazardous Waste Manifest"** from the EMB-Region 4A (Calabarzon) for the wastes to be transported from the GENERATOR to the TRANSPORTER/TREATER;

2.2.6 GENERATOR shall comply with all the requirements provided under RA 6969 and its implementing rules and regulations, as well as, with all other requirements which may subsequently be prescribed under laws and regulations which may be implemented during the term of this Contract, particularly on the proper handling and transportation of Hazardous Wastes and secure the appropriate permits or licenses from DENR or its Bureau or line agencies such as Environmental Management Bureau (EMB).

2.3 Obligations of TRANSPORTER

2.3.1 TRANSPORTER shall load the wastes at GENERATOR's premises into its hauler's truck, handle and transport the same to the appropriate disposal facility of the TREATER located at Meridian Industrial Complex II, Brgy. Maguyam, Silang, Cavite;

2.3.2 TRANSPORTER shall comply with all procedures and/or rules which may be imposed by GENERATOR with respect to the loading of wastes;

2.3.3 TRANSPORTER shall comply with all the requirements provided under RA 6969 and its implementing rules and regulations, as well as, all other requirements which may subsequently be prescribed by law and government regulations which may be implemented during term of this Contract by the DENR or its attached bureau or line agencies such as Environmental Management Bureau (EMB);

2.3.4 TRANSPORTER shall furnish GENERATOR a copy of Certificate of Treatment issued by the TREATER;

2.3.5 TRANSPORTER shall obtain the required permits or licenses from the appropriate local and national government agency or office authorizing the TRANSPORTER to undertake the contracted services;

2.3.6 TRANSPORTER shall be responsible for the conduct of its employees entering the GENERATOR's premises;

2.3.7 TRANSPORTER shall assume full responsibility for the accident or damages that may arise during transport of wastes.

2.4 Obligations of TREATER

2.4.1 Comply with the waste/s acceptance requirements stipulated in DENR Administrative Order 36 Series of 2004 (Procedural Manual Tittle III of DENR Administrative Order 92-29 "Hazardous Waste Management ");

209 **ATTY. EDMUND D. PEREZ, Vice-Mayor Presiding Officer:** Do you have the documents to establish that the area being cleared is in Sta. Barbara? Kasi po yung Mira Tierra, as I understand, would cover at I think I'm not sure sa figure pero parang nsa 30000 hectares ang MPSA ni Mira Tierra.

210 **Hon. DR. FERNANDO IGROBAY, SB Member:** Attorney, hindi ba pwedeng ma occular natin para kung totoong, sino nagsasabi ng totoo, ikaw o si kapitan.

211 **Hon. ATTY. EDMUND D. PEREZ, Vice-Mayor Presiding Officer:** We will not achieve anything pag ano eh, ipakita muna nila personality nila.

212 **ENGR. JOHN CAHULOGAN:** Yes Sir, I will bring the national document po dito, nahuli lang dapat last Friday pa yun. But yung signing ng DENR at LGD today so...

213 **Hon. DR. FERNANDO IGROBAY, SB Member:** Basta ipakita na nila

214 **Hon. ATTY. EDMUND D. PEREZ, Vice-Mayor Presiding Officer:** When would you be ready?

215 **ENGR. JOHN CAHULOGAN:** Yes, po sir

216 **Hon. ATTY. EDMUND D. PEREZ, Vice-Mayor Presiding Officer:** When? When?

217 **ENGR. JOHN CAHULOGAN:** Because we didn't have to discuss, kasi wala pa naman kami ipapakita sa inyo andun pa sa national

218 **Hon. ATTY. EDMUND D. PEREZ, Vice-Mayor Presiding Officer:** Sige po, I guide na namin kayo

219 **ENGR. JOHN CAHULOGAN:** Maybe next time po Sir, we can discuss further about it

220 **Hon. ATTY. EDMUND D. PEREZ, Vice-Mayor Presiding Officer:** Don't tell us maybe next time, be prepared next time.

221 **ENGR. JOHN CAHULOGAN:** Yes, po Sir...

222 **Hon. ATTY. EDMUND D. PEREZ, Vice-Mayor Presiding Officer:** We expect you to be prepared next time with your legal documents to operate if you have that and produce also the plans and program which your company would venture in this town.

223 **JOHN CAHULOGAN:** Yes, po Sir, Yes sir, yes sir...

224 **Hon. ATTY. EDMUND D. PEREZ, Vice-Mayor Presiding Officer:** Ah, sabi nga ng councilor namin you should also present the resolution coming from the barangay that they are open to the project proposal to your operation.

225 **Hon. DR. FERNANDO IGROBAY, SB Member:** Ok..., pero yung.. dun sa paglilinis, hinihingan kayo, if you are operating on the side of Botolan or if you have plan to oprate at naglilinis kayo, yun.. pag nasakop nyo na ang Botolan humingi kayo ng clearance sa kanila, kung meron naman sa barangay para to prove na talagang na sa Iba kayo nagkiclearing, humingi rin kayo ng ano sa ano, para... hindi kayo napagbibintangan na you're encroaching sa pagaari ng teritoryo ng Botolan.

226 **ENGR. JOHN CAHULOGAN:** Yes Sir, opo, opo.. In fact, sir, yes po sir

227 **Hon. DR. FERNANDO IGROBAY, SB Member:** So yun ang request namin. Nasaan yun mga dokumento na ikaw talaga legal. Na kayo yun nagaaply..

228 **ENGR. JOHN CAHULOGAN:** Yes, po

2.4.2 Provide adequate storage area for the accepted wastes prior to treatment;

2.4.3 Ensure proper treatment of the wastes including all residuals or by-products produced by the treatment process which should be completed within one (1) month from delivery by the TRANSPORTER;

2.4.4 Issue the corresponding Certificate of Treatment to the GENERATOR copy furnished the EMB-Region 4A (Calabarzon) within thirty (30) days from treatment completion;

2.5 TERM

This agreement shall be effective for a period of one (1) year commencing from the date of its execution and shall be renewable upon mutual written consent by the parties. In the event the parties fail to renew this contract, it will continue to be in effect only on a monthly basis until the parties have entered into a new contract. However, the parties shall have the right to terminate this contract before the said expiration date within thirty (30) days by a prior written notice to all parties.

If either party breaches any provision of this agreement and if such breach is not cured within thirty (30) days after receiving written notice from the other party specifying such breach in reasonable detail, the non-breaching party shall have the right to terminate this agreement by giving written notice thereof to the party in breach, which termination shall go into effect immediately on receipt.

2.6 PAYMENT OF SERVICES

In consideration of the services to be entered, the GENERATOR agrees to pay the TRANSPORTER/TREATER the total contracted amount in Philippine Currency as agreed under Financial Proposal / Quotation for the transportation, treatment, cycling and disposal of treated industrial waste. All payment shall be made payable by company check to the account of CLEANWAY ENVIRONMENTAL MANAGEMENT SOLUTIONS INC.,

2.6.1 Terms of Payment. For and in consideration of the satisfactory and faithful performance by Cleanway of the terms and conditions of this Agreement, the Generator agrees to pay Cleanway in accordance with the following procedure:

2.6.1.1 Cleanway shall submit to the Generator a Statement of Account / Invoice of the amount/volume of healthcare wastes transported from the Generator's plant and treated / recycled / disposed;

2.6.1.2 The Generator agrees to pay Cleanway the amount indicated in "ANNEX A" which is based on the total collection accumulated on a monthly basis. Value added taxes shall be for the account of the Generator.

2.6.1.3 The Generator agrees to pay Cleanway the full amount due within Thirty (30) days from receipt of Statement of Account / Invoice. Failure to pay within the specified agreement will entitle the Generator to pay 1% per month of the total amount stated in the invoice.

2.6.1.4 By this agreement, it is agreed that payment will be surrendered to CLEANWAY ENVIRONMENTAL MANAGEMENT SOLUTIONS, INC. on or before due date based on the agreed credit terms.



Republic of the Philippines
Province of Zambales
MUNICIPALITY OF BOTOLAN
Office of the Sangguniang Bayan

292 HON. ATTY. EDMUND DANTE D. PEREZ, Mun. Vice Mayor: Hindi natin kasalanan yun, naghahanap lang tayo ng solusyon.

293 HON. DOC. FERNANDO D. IGROBAY, SB Member: Okay hindi dun sa kasalanan atty., the issue is ang batas ay batas bawal dun magtayo dahil walang building permit walang building permit on the first place so kailangang ayan ang batas e na kailangan may building permit...

294 HON. ATTY. EDMUND DANTE D. PEREZ, Mun. Vice Mayor: I will give you a choice doc, ipagiba na lang ba natin?

295 HON. DOC. FERNANDO D. IGROBAY, SB Member: Dapat, kung kailangan dapat gibain eh sa manila nga kayang kaya ipagiba yung ilang billion, 19 million building...

296 HON. ATTY. EDMUND DANTE D. PEREZ, Mun. Vice Mayor: You're becoming too drastic e.

297 HON. DOC. FERNANDO D. IGROBAY, SB Member: Hindi drastic yun, yun ang batas atty. lawyer ka pa naman e.

298 HON. ATTY. EDMUND DANTE D. PEREZ, Mun. Vice Mayor: Yang Ordinance makakatulong pa sa bayan. You can see the wisdom of that Ordinance meron tayong kikitain at meron tayong natulungan...

299 HON. DOC. FERNANDO D. IGROBAY, SB Member: Andun nako sa kikitain...

300 HON. ATTY. EDMUND DANTE D. PEREZ, Mun. Vice Mayor: Hindi yung sa permit lang lagi na lang sila nag aapply wala silang inaasahan, I don't want to argue anymore basahin niyo na lang po kung hindi maayos ang pagkakaproseso ng Ordinance feel free to amend it but at least do something sana hindi yung ano wala namang ginawa tapos magreklamo.

301 HON. DORIS D. LADINES, SB Member/Temporary Presiding Officer: Pwede na to iano, first reading niyo na muna.

302 HON. DOC. FERNANDO D. IGROBAY, SB Member: Oh sige ahm Madam Presiding, Mr. Proponent Atty. pwede bang we talk we discuss this more siguro sa...

303 HON. JAY T. DILAG, SB Member: Next monday.

304 HON. DOC. FERNANDO D. IGROBAY, SB Member: Hindi hindi siya pwede e, are you available, hindi ka pa pwede ano atty.?

305 HON. JAY T. DILAG, SB Member: Next Monday hindi pa pwede.

306 HON. DOC. FERNANDO D. IGROBAY, SB Member: Not yet?

307 HON. ATTY. EDMUND DANTE D. PEREZ, Mun. Vice Mayor: Virtually.

308 HON. DOC. FERNANDO D. IGROBAY, SB Member: Virtually? Ah oo sige, hindi dalawin na lang kita at mag-usap tayo.

309 HON. ATTY. EDMUND DANTE D. PEREZ, Mun. Vice Mayor: Ah Doc we can utilize the public hearings we conducted para mabilis nang ipasa yan.

310 HON. DORIS D. LADINES, SB Member/Temporary Presiding Officer: Oo nga iano niyo na...

Failure to meet its terms will allow us to take certain recourse such as the following:

1. First Collection Letter - 15 days past due; 1% late payment charges will be applied
2. Second Collection Letter- 30 days past due; 1% late payment charges plus Notice of Hauling Suspension that will take effect 3 days after the 2nd collection letter has been served.
3. Past due Demand Letter for closed and suspended accounts.

2.7 FORCE MAJEURE

Force Majeure shall mean events beyond control of the TRANSPORTER / TREATER that affect provisions of the performance of Services, and will include:

- 2.7.1 Any accident due to natural causes, directly, exclusively without human intervention, such as could not have been prevented by any kind of oversight and care reasonably to have been expected.
- 2.7.2 Acts of terrorism, war, kidnapping, social or political disturbance, military conflicts or uprising, riot, insurgency or strikes: and
- 2.7.3 The occurrence of pandemic or epidemic disease in or near the locations where the services are carried out that affects the TRANSPORTER/TREATER's mobile.

2.8 MEDIA PROHIBITION

In the event of any loss, damage, injury, accident or similar occurrences of whatever nature involving the subject waste of the GENERATOR while in transit, and in case the extent of the same has caught the attention of media, the TREATER/TRANSPORTER shall be not identify the source of the waste nor shall it mention the name of the GENERATOR. It is further agreed that TREATER/TRANSPORTER shall limit its interviews about the occurrence and shall not in any manner mention the name of the GENERATOR. Otherwise, the TREATER/TRANSPORTER shall be considered in breach of the conditions set forth in this contract, except when such disclosure is by an order of a court of competent jurisdiction, or by an express provision of law or ordinance.

2.9 CONFIDENTIALITY

2.9.1 Each party shall:

- 2.9.1.1 Keep confidential any and all information received from the other party under this agreement ("Confidential Information");
- 2.9.1.2 Not disclose or make known, in whole or in part, to any third party any Confidential Information;
- 2.9.1.3 Use Confidential Information only for the purposes of carrying out activities permitted under this Agreement and;
- 2.9.1.4 Allow access to Confidential Information only to those of its employees, agents, and contractors who have a need to know it for the performance of this Agreement provided, however, that the obligations stipulated in this clause shall not apply to any Confidential Information which, at the time it is received or obtained:

- (i) Is lawfully known by the receiving party without binder or secrecy: or
- (ii) Is generally available to the public: and shall cease to apply to and Confidential Information which, after it is received or obtained by the receiving party.



Republic of the Philippines
Province of Zambales
MUNICIPALITY OF BOTOLAN
Office of the Sangguniang Bayan

311 HON. DOC. FERNANDO D. IGROBAY, SB Member: Okay ah so madam presiding that this matter be referred to the committee kasi I see the urgency din so Madam Presiding and Mr. Proponent...

312 HON. DORIS D. LADINES, SB Member/Temporary Presiding Officer: Ang dami ng committee nito doc, napakarami na nating pinag usapan dito bat hindi muna natin iapprove sa first reading na lang.

313 HON. DOC. FERNANDO D. IGROBAY, SB Member: Saan?

314 HON. DORIS D. LADINES, SB Member/Temporary Presiding Officer: Ito ang dami na ng committee nito diba ang dami ng usapin ng mga...

315 HON. DOC. FERNANDO D. IGROBAY, SB Member: No kasi napagtanto ko sa maynila kayang kaya ipasara ang mga buildings at ipasira pag walang permit bakit wala tayong political will to do that oh 19 million ang ginawang amount na pinagpatayo ng building sinira dahil nandoon beyond the commerce of man ang lupa ng pinagtayuan ng 19 million, para magkaroon naman ng ayos ayoko naman in the future sinisisi pa ako ng mga taong bayan na bakit ka pumayag Doc. Igrobay na patayuan ng mga walang building permit walang title wala unfairness.

316 HON. ATTY. EDMUND DANTE D. PEREZ, Mun. Vice Mayor: Doc hindi tayo pumayag magtayo sila.

317 HON. DOC. FERNANDO D. IGROBAY, SB Member: Hindi nga e nanjan na correct na natin e pwepwede naman nating ayusin e, okay hindi yan nasabi okay mr. presiding ay madam presiding ang last meeting natin yan ang sabi ng DENR dun ko lang nalaman sa DENR na hindi sila mag iissue ng title so pag walang title walang building permit walang lahat walang negosyo, now siguro ah ito hanggang kailan magiging provisional ito atty.? Hanggang kailan ito magiging provisional?

318 HON. ATTY. EDMUND DANTE D. PEREZ, Mun. Vice Mayor: Doctor if you will notice may provision sa chapter...

319 HON. DORIS D. LADINES, SB Member/Temporary Presiding Officer: May provision ito chapter ano...

320 HON. EDDIE D. DAOS, SB Member: Meron meron.

321 HON. ATTY. EDMUND DANTE D. PEREZ, Mun. Vice Mayor: Ah look at Section 2 of Chapter 3.

322 HON. EDDIE D. DAOS, SB Member: Tama.

323 HON. DORIS D. LADINES, SB Member/Temporary Presiding Officer: Ayun oh Section 2.

324 HON. EDDIE D. DAOS, SB Member: Subject to the conditions set forth in Section 1... valid for one year.

325 HON. ATTY. EDMUND DANTE D. PEREZ, Mun. Vice Mayor: Indefinite ahh for renewal pero six months lang ang duration ng renewal, I also provide in the table for the payment in Section 3.

- (iii) Is received or obtained by the receiving party, without binder of secrecy, from a third party who did not received the same, directly, or indirectly, from the receiving party; or
- (iv) Becomes generally available to the public through no fault or omission on the part of the receiving party,

Confidential Information shall only be within the foregoing exceptions to the extent that the receiving party can prove the facts by written documentation. Confidential Information shall not be deemed to be within said exceptions merely because it may be embraced by general disclosures in the public domain or in the receiving party's possession. Any combination of features shall not be deemed to be within said exceptions merely because the individual features are in the public domain or in the receiving party's possession.

2.10 AMENDMENT

No part of this agreement may be modified, amended, or deleted unless by mutual consent of the parties, which consent shall be reduced in writing and shall form Part hereof.

2.11 NOTICE

Unless otherwise agreed, notices shall be served on the registered office of the relevant party. Notices may be served personally by mail or Facsimile. Notices shall be deemed accepted if served personally by mail or facsimile for seven (7) days from the date of the notice if served by mail.

2.12 VENUE OF LEGAL ACTION

The parties hereby agree that any legal action, or proceeding arising out of or Relating to this agreement shall be instituted only in the proper court of Silang, Province of Cavite, and the parties hereby submits to the exclusive Jurisdiction of such courts, however, the parties shall abide by the rules and agreed to settle the issue under the rules on Administrative Disputes and Resolution.

2.13 SEPARABILITY

Any portion or provision of this agreement that may be declared null and void or unenforceable by any competent court or government agency shall not have the effect of nullifying other provision or portion hereof which are not dependent on the declared unenforceable provision.

2.14 ATTORNEY'S FEES

In the event of any dispute between the parties concerning the terms and provisions of this Agreement, the party prevailing in such dispute shall be entitled to collect from the other party all costs incurred in such dispute, including reasonable attorneys' fees.



Republic of the Philippines
POLYTECHNIC COLLEGE OF BOTOLAN
(Formerly Botolan Community College)
Botolan, Zambales

E-mail: polytechniccollegeofbotolan@gmail.com
Website: www.pcb2009.net

12. coordinate with the municipal's local Sanggunian to provide for the regular support for the development, operation, and maintenance of PCB;
13. recommend to the municipal's local Sanggunian policies on higher education and other related development legislation on effective governance and management;
14. approve consortia and other forms of linkages with local government units, institutions and agencies, both public and private, local and foreign, in furtherance of the purposes and objectives of the institution including its Internationalization initiatives;
15. receive and appropriate budget as may be provided, to support the institution in the manner it may determine, in its discretion, to carry out the purposes and functions of PCB;
16. receive in trust legacies, gifts and donations of real and personal properties of all kinds, to administer and dispose of the same when necessary for the benefit of PCB, subject to limitations, directions and instructions of the donors, if any. Administer the same in the absence of specific directives of the donor. Such donations shall be subject to applicable laws on tax exemptions on donations and gifts, and all applicable laws;
17. recommend to and implement the Local Government Unit-approved construction or repair of its buildings, machineries, equipment and other facilities and the purchase and acquisition of real and personal properties including necessary supplies, materials and equipment. Purchases and other transactions entered into by PCB through the GB shall be subject to applicable laws on tax exemptions on donations and gifts, and all applicable laws;
18. approve salaries of faculty members and administrative officials and employees subject to the provisions of the revised compensation and classification system and other pertinent budget and compensation laws governing hours of service, and such other duties and conditions as it may deem proper; to grant them, at its discretion, leaves of absence under such regulations as it may promulgate, any provisions of existing law to the contrary notwithstanding; and to remove them for cause in accordance with the requirements of due process of law;
19. approve the absorption/adoption of LGU acquired non-chartered tertiary institutions within the municipality in coordination with the CHED and other relevant agencies and to offer therein needed programs or courses, to promote and carry out equal access to educational opportunities mandated by the Constitution;
20. establish chairs in PCB and to provide fellowships for qualified faculty members and scholarships to deserving students;
21. authorize, as may be needed, an external management audit of the institution to institute reforms, including academic and structural changes, on the basis of the audit results and recommendations;

IN WITNESS WHEREOF, the parties have set their hands on the date and place first above written.

DR. FLORENTINO C. DOBLE
MEMORIAL HOSPITAL
"GENERATOR"

CLEANWAY ENVIRONMENTAL
MANAGEMENT SOLUTIONS INC.
"TRANSPORTER/TREATER"

By:

By:

JUN OMAR C. EBDANE
Municipal Mayor

RONEL C. PAGCALIWANGAN
Chief Operating Officer

SIGNED IN THE PRESENCE OF:

PETER ALLEN S. SESCON, M.D.
Chief of Hospital I

ERLYNESS B. CARLOS
National Sales Manager

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
_____) S.S.

BEFORE ME, a Notary Public for and in the _____ this _____ day of _____, 2025, personally appeared:

<u>Name</u>	<u>Government-issued ID</u>	<u>Date/Place Issued</u>
Dr. Florentino C. Doble Memorial Hospital Hon. Jun Omar C. Ebdane		
Cleanway Environmental Management Solutions Inc. Mr. Ronel C. Pagcaliwangan	D01-91-056298	March 30, 2022/Dasmarinas

known to me and to me known to be the same persons who executed the foregoing instrument, and acknowledged to me that the same is their free and voluntary act and deed and that of the corporations they represent.

This document consists of _____ pages including this page wherein this Acknowledgement is written.

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

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of _____;