



Office of the Sangguniang Panlungsod

DISTRICT I

HON. CATHERINE SARINO-EVARISTO
City Councilor

HON. MICHAEL E. SOLIS
City Councilor

HON. ADRIELITO G. GAWARAN
City Councilor

HON. VICTORIO L. GUERRERO, JR.
City Councilor

HON. ALEJANDRO F. GUTIERREZ
City Councilor

HON. LEVY M. TELA
City Councilor

DISTRICT II

HON. ROBERTO L. ADVINCULA
City Councilor

HON. REYNALDO D. PALABRICA
City Councilor

HON. REYNALDO M. FABIAN
City Councilor

HON. ROGELIO M. NOLASCO
City Councilor

OFFICIAL BUSINESS

HON. ALDE JOSELITO F. PAGULAYAN
City Councilor

HON. SIMPLICIO G. DOMINGUEZ
City Councilor

HON. RAMON N. BAUTISTA
Liga ng mga Barangay President

HON. MACRAVEN ESPIRITU
SK Federation President

Attested by:

ATTY. KIM ED A. ATEGA, JR.
Sangguniang Panlungsod Secretary

Certified by:

HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor

Noted by:

HON. STRIKE B. REVILLA
City Mayor

CITY RESOLUTION NO. 2023-200
Series of 2023

A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN THE COMPROMISE AGREEMENT BETWEEN THE CITY GOVERNMENT OF BACOOR AND ALEA RESIDENCES CONDOMINIUM CORPORATION TO CAUSE THE DISMISSAL OF CIVIL CASE NO. 22-031 BEFORE THE MUNICIPAL TRIAL COURT IN THE CITY OF BACOOR.

Sponsored by:

Hon. Adrielito G. Gawaran

Co-Sponsored by:

Hon. Roberto L. Advincula, Hon. Ramon N. Bautista, Hon. Simplicio G. Dominguez, Hon. Mac Raven Espiritu, Hon. Reynaldo M. Fabian, Hon. Alejandro F. Gutierrez, Hon. Victorio L. Guerrero, Jr., Hon. Rogelio M. Nolasco, Hon. Reynaldo D. Palabrica, Hon. Micahel E. Solis, and Hon. Levy M. Tela.

WHEREAS, in 2022, ALEA Residences Condominium Corporation, instituted a civil case against the City Government of Bacoor for a tax refund and/or tax credit of collected local taxes before Branch 2 of the Municipal Trial Court of Bacoor City. The case was docketed as Civil Case No. 22-031.

WHEREAS, the parties agreed to cause the dismissal of the said case through the execution of a compromise agreement. A draft compromise agreement is attached hereto and is considered an integral part of this Resolution.

WHEREAS, the draft compromise agreement reveals that the Office of the City Treasurer had determined that ALEA Residences is a non-taxable entity. Furthermore, the draft compromise agreement, if signed and implemented as written, would grant ALEA Residences a tax credit to be used solely by the said taxpayer for the payment of its Business Permit Fees to the city government.

WHEREAS, the continuation of the case would cause the City Government to unnecessarily spend resources on legal fees because of the City Treasurer's determination that ALEA Residence is a non-taxable entity.

WHEREAS, under the Local Government Code of 1991, the City Mayor shall represent the city in all its business transactions and sign on its behalf all contracts upon the



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City Councilor

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HON. RAMON N. BAUTISTA
Liga ng mga Barangay President

[Signature]
HON. MACRAVEN ESPIRITU
SK Federation President

Attested by:

ATTY. KHALID A. ATEGA, JR.
Sangguniang Panlungsod Secretary

Certified by:

HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor

Noted by:

HON. STRIKE B. REVILLA
City Mayor

authority of the Sangguniang Panlungsod. Moreover, no contract may be entered into by the local chief executive without the Sangguniang Panlungsod's prior authorization.

NOW THEREFORE, upon motion of Hon. Adrielito G. Gawaran, unanimously seconded by the rest of the Body, **BE IT RESOLVED AS IT IS HEREBY RESOLVED** by the 5th Sangguniang Panlungsod of the City of Bacoor, Cavite to authorize the signing of the Draft Compromise Agreement between the City Government and ALEA Residences Condominium Corporation regarding the dismissal of Civil Case No. 22-031.

RESOLVED LASTLY, to furnish the Office of the City Mayor, ALEA Residences Condominium Corporation, the University of the Philippines Office of the National Administrative Register (UP-ONAR), and other government agencies concerned with copies of this Resolution.

APPROVED on the 27th day of February 2023 at the City of Bacoor, Cavite by the 5th Sangguniang Panlungsod of the City of Bacoor.

I hereby certify that the foregoing Resolution is true and correct and that it was passed in accordance with the law.

Certified by:

[Signature]
HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor/Presiding Officer

Attested by:

[Signature]
ATTY. KHALID A. ATEGA JR.
Sangguniang Panlungsod Secretary

Noted by:

[Signature]
HON. STRIKE B. REVILLA
City Mayor

COMPROMISE AGREEMENT

KNOW ALL MEN BY THESE PRESENT:

This Compromise Agreement (the "Agreement") is made and entered into this ____ day of _____, 2023, in the City of Bacoor, Province of Cavite, by and between:

The **ALEA RESIDENCES CONDOMINIUM CORPORATION**, a duly organized corporation existing under Philippine laws, with principal office located at Las Piñas-Talaba Diversion Road, Brgy. Zapote III, Bacoor City, Cavite, represented herein by its Officer-in-Charge, **ENGR. ROMEL YABUT**, and hereinafter referred to as the "**FIRST PARTY**"

-and-

The **CITY GOVERNMENT OF BACOOR**, a local government unit in the Province of Cavite, duly organized and existing under the laws of the Republic of the Philippines, with principal office address at Bacoor Government Center, Bacoor Boulevard, Barangay Bayanan, Bacoor City, Province of Cavite, represented by its Local Chief Executive, the **HON. STRIKE B. REVILLA**, and hereinafter referred to as the "**SECOND PARTY**".

"Party" shall mean **FIRST PARTY** or **SECOND PARTY**, if applicable, while the term "Parties" shall mean **FIRST PARTY** or **SECOND PARTY**, collectively.

WITNESSETH: That

WHEREAS, the Parties are involved in **Civil Case No. 22-031** before Branch 2 of the Municipal Trial Court in the City of Bacoor, Cavite entitled "*ALEA Residences Condominium Corp. versus City Treasurer, City Government of Bacoor*";

WHEREAS, the **FIRST PARTY** submitted documents showing its source of income to the **SECOND PARTY**;

WHEREAS, the **SECOND PARTY**, through its Office of the City Treasurer, determined and validated that the **FIRST PARTY** is a non-taxable entity for 2022 based on the documents submitted by the latter;

WHEREAS, the **PARTIES** agreed to amicably settle Civil Case No. 22-031 subject to the approval of the Honorable Court;

WHEREAS, the **PARTIES** shall jointly manifest their intention to have Civil Case No. 22-031 dismissed after it has been signed by the duly authorized representative of each Party;

WHEREAS, the representative of the **FIRST PARTY** is allowed by its Board of Trustees to enter into this Agreement as evidenced by a Board Resolution/Secretary's Certificate dated 16 December 2022, a copy of which is attached hereto as **ANNEX "A"**;

WHEREAS, the City Mayor of the **SECOND PARTY** is empowered by the Sangguniang Panlungsod to enter into this Agreement as evidenced by Sangguniang

Panlungsod Resolution No. _____ dated _____, a copy of which is attached hereto as **ANNEX "B"**;

NOW THEREFORE, in consideration of the foregoing and the further stipulations hereinafter set forth, the **PARTIES** agree as follows:

1. The **SECOND PARTY** agrees to grant the **FIRST PARTY** a tax credit amounting to **One Hundred Twenty-Two Thousand Five Hundred Twenty-One Pesos and Eighty-Two Centavos (PHP 122, 521.82)**.
2. The Parties agree that the tax credit granted in favor of the **FIRST PARTY** shall be utilized solely for Business Permit Fees of the **SECOND PARTY** payable to the **FIRST PARTY** from 2024 until the amount of Php 122,521.82 is exhausted.
3. The **FIRST PARTY**, through the City Treasurer's Office, shall issue a Tax Credit Certificate in favor of the **SECOND PARTY** upon the execution hereof.
4. This Agreement shall be valid and binding upon the representatives, officials, assigns and successors-in-interest of the **PARTIES**. Any action or suit arising hereunder shall be brought to the appropriate court in Bacoor City to the exclusion of all other courts.
5. The **PARTIES** shall submit a *joint motion or manifestation* submitting this Agreement to the Court for the latter's approval and shall pursue the eventual dismissal of Civil Case No. 22-031 at no cost to either Party.
6. Within the month of December of every year after the execution of this Agreement, the **FIRST PARTY** shall submit to the Office of the City Treasurer of the **SECOND PARTY** the documents showing its source of income to determine and validate the **FIRST PARTY**'s status as a non-taxable entity for every year that it is operating and the proper tax base for the computation of its local business taxes.

IN WITNESS WHEREOF, the **PARTIES** through their duly authorized representatives have executed this Agreement as of the date and at the place set forth above.

**ALEA RESIDENCES
CONDOMINIUM CORPORATION
FIRST PARTY**

By:

ENGR. ROMEL YABUT
Officer-in-Charge

**CITY GOVERNMENT OF
BACOOR
SECOND PARTY**

By:

HON. STRIKE B. REVILLA
City Mayor

SIGNED IN THE PRESENCE OF:

MARY MAE D. INZON
Property Accountant

Atty. EDITH A. NAPALAN
City Treasurer
Bacoor City Treasurer's Office

ACKNOWLEDGEMENT

Republic of the Philippines)
Province of Cavite)
City of Bacoor) S.S.

BEFORE ME, this _____ day of _____, 2023, personally appeared:

NAME	GOV'T ID NO.	DATE / PLACE ISSUED
ENGR. ROMEL YABUT		
STRIKE B. REVILLA		

who executed the foregoing Compromise Agreement consisting of three (3) pages signed on all pages, including this page on which this acknowledgement is written and acknowledged the same to be their own free and voluntary act and deed.

WITNESS MY HAND AND SEAL at the City of Bacoor, Cavite, Philippines, on the abovementioned date.

NOTARY PUBLIC

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Page No. _____
Book No. _____
Series No. _____

SECRETARY'S CERTIFICATE

ANNEX "A"

I, WINSTON P.L. ESGUERRA, of legal age, Filipino with postal address at 17th Floor, Robinson's Equitable Tower, No. 4 ADB Ave. cor. Poveda Drive, Ortigas Center, Pasig City, after having been duly sworn to in accordance with law, do hereby certify:

1. That I am the Corporate Secretary of ALEA RESIDENCES CONDOMINIUM CORPORATION (the "Corporation"), a corporation duly organized and existing under and by virtue the laws of the Republic of the Philippines, with principal office at Las Piñas – Talaba Diversion Road, Brgy. Zapote 3, Bacoor City, Cavite, 4102.

2. That, based on the records in my custody, the following resolutions dated 16 December 2021 were approved by at least majority of the members of the Board of the Corporation, to wit:

"RESOLVED, that ALEA RESIDENCES CONDOMINIUM CORPORATION, (the "Corporation") is hereby authorized to file, and/or submit its claim for refund in relation to any assessment of tax, fee, penalty, or charge before the Office of the City Treasurer of Bacoor City;

"RESOLVED, that the Association is further authorized to institute, prosecute, and/or file an appeal/petition/case with the Supreme Court, Court of Tax Appeals ("CTA") En Banc, CTA in Division, and/or any other courts or tribunals or divisions thereof, to exhaust all legal remedies available in connection with the refund of the local business tax paid relative to the Association's business permit renewal for any and all applicable years;

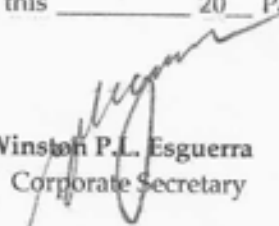
"RESOLVED FURTHER, that Algader G. Ladjalawan, the Association's Property Manager, is hereby authorized to act for and otherwise represent the Association in the above-described actions, proceedings, and/or case/s relative to the claim for refund in relation to any assessment of tax, fee, penalty, or charge before the Office of the City Treasurer of Bacoor City for any and all applicable years, as well as in all related-cases including any appeal, motion for reconsideration, or petition that may be filed/instituted with the Supreme Court, CTA En Banc, CTA in Division, and/or any other courts or tribunals, with full power and authority to perform all acts and execute all documents as may be necessary or appropriate, including but not limited to verification and certification of non-forum shopping;

"RESOLVED, FINALLY, that the Board of Trustees hereby authorizes, names, appoints, and constitutes any of the lawyers of the law firm BELLO VALDEZ AND FERNANDEZ ("JGLaw"), including but not limited to ATTYS. WINSTON P.L. ESGUERRA, JOSE ANICETO DAVID S. DEALINO, ABIGAIL E. DIMAPILIS, CLARICE ANGELINE V. QUESTIN and/or SHEENA M. DIONEDA, as the Association's attorneys-in-fact, empowered to represent the Corporation in the proceedings at the Office of the City Treasurer, Supreme Court, CTA En Banc, CTA in Division, and/or any other courts or tribunals, duly authorized to consider/act on any or all of the following:

- A) To agree and enter into an amicable settlement or submission to arbitration, mediation, or alternative modes of dispute resolution as allowed by law;
- B) The simplification of the issues;
- C) The necessity or desirability of amendments to the pleadings;
- D) The possibility of obtaining stipulations or admissions of facts and of documents to avoid unnecessary proof;
- E) The limitation of the number and identification of witnesses and the setting of trial dates;
- F) The advisability of a preliminary reference of issues to a commissioner;
- G) To sign and execute such papers or documents in the exercise of the aforesaid authority and to perform such acts as they may deem necessary, fit, and proper to be done in connection therewith; and
- H) To do such other acts as may aid in the prompt disposition of the case / petition / appeal."

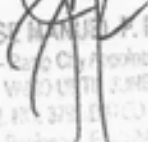
3. That the foregoing resolutions are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto affixed my signature this 17 2022 Pasig City, Metro Manila.


Winston P.L. Esguerra
Corporate Secretary

SUBSCRIBED AND SWORN to before me on this 17 day of February 2022 in Pasig City; affiant exhibited to me his Passport No. P4806648B issued on 13 February 2020 at DFA NCR East and expiring on 12 February 2030.

Doc. No. 172;
Page No. 37;
Book No. V;
Series of 2022.


JOSE MANUEL P. PERAFLOR
Notarial Public - Pasig City (Registered No. 149 (2020-2021),
Valid Until JUNE 30, 2022
AS PER R.M. No. 375, DATED SEPTEMBER 28, 2021
17th Floor, Republic Square 2, Triunfo, 405 Avenue
Cor. P. Francisco Drive, Ortigues Center, Pasig City
IBP No. 170532 Pasig City/10 December 2021
PTR No. 81225803 Pasig City/07 January 2022
MCLE Compliance No. VI-0000288/30 July 2019
Attorney's Roll No. 73154