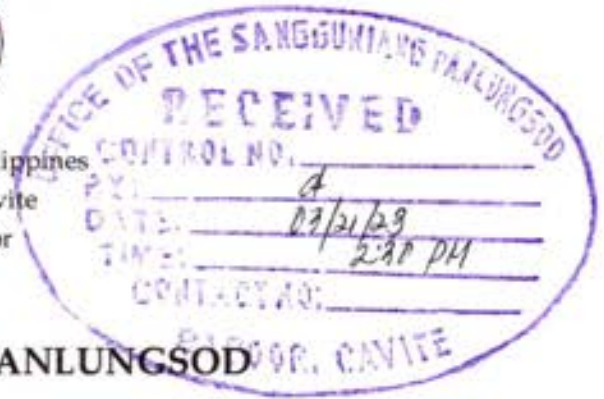




Republic of the Philippines
Province of Cavite
City of Bacoor



5th SANGGUNIANG PANLUNGSOD

COMMITTEE/S		TITLE OF PROPOSED MEASURE	CONTROL NUMBER	
<i>Committee on Housing, Land Utilization and Urban Development</i>		RESOLUTION AUTHORIZING 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.	PCR-218-2023	
V E N U E	<i>Sangguniang Panlungsod Session Hall, 2ND Floor, Bacoor Government Center</i>		D A T E / T I M E	<i>February 13, 2023 10:30 A.M. (Regular Session)</i>

COMMITTEE REPORT NO. HLUUD-002-S-2023

This subject matter was referred to this Committee on the 30th Regular Session for appropriate action and recommendation of the Bacoor City Council.

In the letter dated 02 February 2023 of Hon. Mayor Strike B. Revilla then addressed to Hon. Vice Mayor Bautista-Mendiola, as the Presiding Officer of the Sangguniang Panlungsod, **Re: REQUEST FOR AUTHORITY TO ENTER AND SIGN THE COMPROMISE AGREEMENT WITH ALEA RESIDENCES CONDOMINIUM CORPORATION TO CAUSE DISMISSAL OF CIVIL CASE NO. 22-031 BEFORE THE MUNICIPAL TRIAL COURT IN THE CITY OF BACOOR.**

Findings:

- The civil case for refund and/or tax, environmental fee and plate sticker fee on Branch 2 Municipal Trial Court in the "**Alea Residences Condominiums Corp. v. City Treasurer, City Government of Bacoor**";



Republic of the Philippines
Province of Cavite
City of Bacoor

5th SANGGUNIANG PANLUNGSOD

- The *Alea Residences Condominiums Corp.* has submitted documents showing its source of income to the *City Government of Bacoor*;
- The *City Treasurer, City Government of Bacoor* has determined and validated that the *Alea Residences Condominiums Corp.* is non-taxable for the year 2022 based on the documents submitted.

The *Alea Residences Condominiums Corp.* and *City Treasurer, City Government of Bacoor*, **MUTUALLY AGREES** to resolve the issues of the civil case amicably and to settle the matter among themselves with the guidance of the Honorable Court and shall jointly manifest their intention of the **DISMISSAL** of the civil case.

RECOMMENDATION:

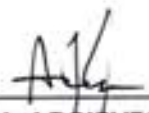
In view of the foregoing, the members of the Committee recommend immediate **APPROVAL** of the **COMPROMISE AGREEMENT** between the **ALEA Residences Condominium Corp.** and the **City Government of Bacoor**.

WE HEREBY CERTIFY that the contents of the foregoing report are true and correct.

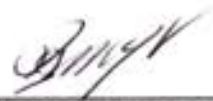
Signed this 28TH of February 2023 at the City of Bacoor, Cavite.

Committee on Housing, Land Utilization and Urban Development


COUN. ALDE JOSELITO F. PAGULAYAN
Chairman


COUN. ADRIELITO G. GAWARAN
Vice Chairman


COUN. VICTORIO L. GUERRERO JR.
Member


COUN. SIMPLICIO G. DOMINGUEZ
Member



Republic of the Philippines
Province of Cavite
City of Bacoor



5th SANGGUNIANG PANLUNGSOD

COMMITTEE/S		TITLE OF PROPOSED MEASURE	CONTROL NUMBER	
<i>Committee on Housing, Land Utilization and Urban Development</i>		RESOLUTION AUTHORIZING CITY MAYOR, HON STRIKE B. REVILLA TO SIGN THE COMPROMISE AGREEMENT BETWEEN THE CITY GOVERNMENT OF BACOR AND ALEA RESIDENCES CONDOMINIUM CORPORATION TO CAUSE THE DISMISSAL OF CIVIL CASE NO. 22-031 BEFORE THE MUNICIPAL TRIAL IN COURT IN THE CITY OF BACOR.	PCR-218-2023	
V E N U E	<i>Sangguniang Panlungsod Session Hall, 2ND Floor, Bacoor Government Center</i>		D A T E / T I M E	<i>February 13, 2023 10:30 A.M. (Regular Session)</i>

**EXCERPT FROM THE MINUTES OF THE 30th REGULAR SESSION
NO. HLUUD-002-S-2023**

Hon. Vice Mayor Rowena Bautista-Mendiola, Presiding Officer of the 5th Sangguniang Panlungsod called the session to order at 10:30 A.M., 20 February 2023. Atty. Khalid A. Atega Jr., Secretary of the Sangguniang Panlungsod, proceeded with the roll call, approval of the Journal and Minutes of the 29th Regular Session, and reading of the referrals to Committees of proposed Ordinances and Resolutions.

ALEA Residences Condominium Corporation is a duly organized corporation, that filed a civil case for refund and/or tax credit of collected local taxes before Branch 2 of the Municipal Trial Court in Bacoor City, Cavite.

The Bacoor City Treasurer has determined and validated that the Alea Residences Condominiums Corp. is non-taxable for the year 2022 based on the documents submitted



Republic of the Philippines
Province of Cavite
City of Bacoor

5th SANGGUNIANG PANLUNGSOD

Alea Residences Condominium Corporation and the City Government of Bacoor, represented by Engr. Romel Yabut, Officer in Charge and Honorable Mayor Strike B. Revilla, respectively, mutually agreed to resolve and settle the issues amicably by entering into a compromise agreement that will manifest the joint intention of both parties to cause the dismissal of the said case.

A draft compromise agreement was submitted for review and immediate reference of the committee Chaired by Hon. Councilor Alde Joselito F. Pagulayan.

The session adjourned at 12:30 P.M.

Prepared by:



PETER ADRIAN F. BORJA
Local Legislative Staff Assistant I

Attested by:



COUN. ALDE JOSELITO F. PAGULAYAN
Chairman
Committee on Housing, Land Utilization
and Urban Development



G.9 For Committee Hearing: PCR 218-2023 – RESOLUTION AUTHORIZING 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.



Republic of the Philippines
Province of Cavite

CITY OF BACOOR

Office of the Mayor

February 2, 2023

HON. ROWENA BAUTISTA-MENDIOLA
Vice Mayor, City of Bacoor
Bacoor Government Center
Bacoor City, Cavite



THRU: Atty. Khalid Atega, Jr.
Sangguniang Panlungsod Secretary

**SUBJECT: Request for Authority to Enter into and Sign the
Compromise Agreement in Civil Case No. 22-031**

Dear Hon. Bautista-Mendiola:

In 2022, ALEA Residences Condominium Corporation, a duly organized corporation with principal office at Las Piñas-Talaba Diversion Road, Barangay Zapote 3, Bacoor City, Cavite instituted a civil case for refund and/or tax credit of collected local taxes before Branch 2 of the Municipal Trial Court in the City of Bacoor, Province of Cavite.

Both parties in the said case mutually agreed to resolve the issues amicably and settle the matter by entering into a compromise agreement. This agreement manifests the joint intention of the Parties to cause the dismissal of the case. The compromise agreement is attached hereto for your reference.

In view thereof, I respectfully request the esteemed members of the Sangguniang Panlungsod to perform the appropriate actions that will grant me the authority to enter into and sign the abovementioned Compromise Agreement in Civil Case No. 22-031. In order to ensure the early resolution of the case and avoid a prolonged litigation, I certify to the immediate issuance of this measure.

Respectfully yours,


STRIKE B. REVILLA
City Mayor



[BACK](#)

COMPROMISE AGREEMENT

(*ALEA Residences Condominium Corp. v. City Treasurer,
City Government of Bacoor; Civil Case No. 22-031*)

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 Pinas-Talaba Diversion Rd., 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, there is a civil case for refund and/or tax credit of collected local business tax, environmental fee and plate and sticker fee before Branch 2 Municipal Trial Court in the City of Bacoor, in particular **Civil Case No. 22-031** entitled *ALEA Residences Condominium Corp. v. City Treasurer, City Government of Bacoor*,

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

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

WHEREAS, the **PARTIES** mutually agree to resolve the issues in the civil case amicably and settle the matter of among themselves with the guidance of the Honorable Court;

WHEREAS, the **PARTIES** shall jointly manifest their intention of the dismissal of the civil case;

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 attached herein as **ANNEX "A"**;

WHEREAS, the representative of the **SECOND PARTY** is empowered by the Sangguniang Panlungsod to enter into this Agreement as evidence by Sangguniang Panlungsod Resolution No _____ dated _____ attached herein as **ANNEX "B"**;

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

1. That the **PARTIES** agree to a tax credit amounting to **ONE HUNDRED TWENTY-TWO THOUSAND AND FIVE HUNDRED TWENTY-ONE PESOS AND EIGHTY-TWO CENTAVOS PHILIPPINE CURRENCY (PHP 122, 521.82)** (the "settlement amount");
2. The **SECOND PARTY** shall issue a tax credit in favor of the **FIRST PARTY** in the following manner:
 - a. The amount stated in paragraph one (1) herein shall be applicable solely for Business Permit Fees of the **SECOND PARTY** due from the year 2024 onwards; and
 - b. The settlement amount shall be used to pay the Business Permit Fees of the **SECOND PARTY** until the said amount 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 heirs, executors, and assigns and successors of both the contracting **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 costs.
6. For the succeeding years, the **FIRST PARTY** shall likewise provide the **SECOND PARTY** with the necessary documentation showing its source of income for the purpose of determining and validating the **FIRST PARTY's** status as a non-taxable entity for the relevant year, and the proper tax base for the computation of its local business taxes, as has been done for 2022.

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
BACOR
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

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