



Republic of the Philippines
Region IX
Province of Zamboanga del Sur
MUNICIPALITY OF DUMALINAO



OFFICE OF THE SANGGUNIANG BAYAN

EXCERPTS FROM THE MINUTES OF THE 7TH SPECIAL SESSION OF THE 11TH SANGGUNIANG BAYAN OF DUMALINAO, ZAMBOANGA DEL SUR, HELD AT SB SESSION HALL ON DECEMBER 31, 2021.

Present:

HON. WILFREDO L. MALONG, SR.	- Municipal Vice Mayor
HON. ROMEO G. LIGAN	- SB Member
HON. JELITO R. PEÑONAL	- SB Member
HON. ARNOLD L. FLORES	- SB Member
HON. ELYNOR S. CORTEZ	- SB Member
HON. GERARDO Y. GAMAL	- SB Member
HON. ZENAIDA C. LOSABIA	- SB Member
HON. ROLLY L. CHING	- SB Member
HON. JESSIE NIEL C. PAULO	- ABC President
HON. JEZIEL R. DAGUPAN	- SKF President
HON. ROMEO D. PARILA	- IPMR

Absent:

HON. GLEWIN L. RUBIO	- SB Member – O.B
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RESOLUTION NO. 0255-2021

RESOLUTION AUTHORIZING THE LOCAL CHIEF EXECUTIVE, HONORABLE MAYOR JUNAFLO R. CERILLES TO ENTER INTO A MEMORANDUM OF AGREEMENT (MOA) BY AND BETWEEN DAINALYN B. RUPINTA FOR THE LEASE CONTRACT OF LAND LOCATED AT BARANGAY SEBUCAO, DUMALINAO, ZAMBOANGA DEL SUR.

WHEREAS, presented to this august body for appropriate action, is the request of the Local Chief Executive to authorize her to enter into a Memorandum of Agreement by and between Dainalyn B. Rupinta for the lease contract of land located at Barangay Sebucao, Dumalinao, Zamboanga del Sur;

WHEREAS, Section 22 (c) of R.A 7160, otherwise known as the Local Government Code of 1991, provides, that every local government unit, as a corporation, shall, unless otherwise provided in this Code, no contract may be entered into by the local chief executive in behalf of the local government unit without prior authorization by the sanggunian concerned. A legible copy of such contract shall be posted at a conspicuous place in the provincial capitol or the city, municipal or barangay hall;

WHEREAS, the municipal mayor is empowered by the same Code to enter into contracts on behalf of the municipality, based on Section 444 (b) (1) (vi) thereof, which provides that upon authorization by the sangguniang bayan, represent the



municipality in all its business transactions and sign on its behalf all bonds, contracts, obligations, and such other documents made pursuant to law or ordinance;

WHEREAS, Ms. Danailyn B. Rupinta is the absolute owner of a parcel of land covered by TCT No. T-48,922 with a total area of Ten Thousand (10,000) Square Meters, more or less, located at Barangay Sebucao, Dumalinao, Zamboanga del Sur;

WHEREAS, a portion of the above-described parcel of land is a source of potable water on which an intake box has been constructed/installed by the Local Government Unit of Dumalinao and at the same time, the said potable water was the source of water to residential, industrial, and commercial areas in the locality;

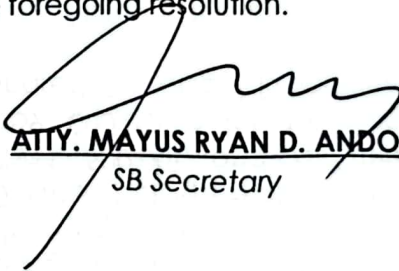
WHEREAS, after careful review and exhausted deliberation, finding the same sound, proper, and in order;

NOW, THEREFORE, premises above-considered, on motion by **HON. ELYNOR S. CORTEZ** the body resolved, as it hereby resolves to authorize her to enter into a Memorandum of Agreement by and between Dainalyn B. Rupinta for the lease contract of land located at Barangay Sebucao, Dumalinao, Zamboanga del Sur.

LET the copy of this resolution be furnished to concern offices and/or officials for reference, guidance and appropriate action.

DONE this **31st day** of **DECEMBER 2021**, at Dumalinao, Zamboanga del Sur.

I HEREBY CERTIFY to the correctness of the foregoing resolution.


ATTY. MAYUS RYAN D. ANDO
SB Secretary

Attested and approved by:


WILFREDO L. MALONG, SR.

Municipal Vice Mayor - Presiding Officer



MEMORANDUM OF AGREEMENT / LEASE CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

This *Memorandum of Agreement/Contract of Lease* is made and entered into and between the **MUNICIPALITY OF DUMALINAO, PROVINCE OF ZAMBOANGA DEL SUR**, a public corporation existing under and by virtue of the laws of the Republic of the Philippines, herein represented by **HON. JUNAFLO R. S. CERILLES**, Municipal Mayor and hereinafter called as the **LESSEE** and **DAINALYN B. RUPINTA**, of legal age, Filipino citizen, resident of Sebucao, Dumalinao, Zamboanga del Sur, Philippines and hereinafter called as the **LESSOR**.

WITNESSETH:

WHEREAS, DAINALYN B. RUPINTA are the absolute owner of a parcel of land covered by TCT NO. T-48,922 with a total area of **TEN THOUSAND (10,000) SQUARE METERS**, more or less, located Barangay Sebucao, Dumalinao, Zamboanga del Sur;

WHEREAS, a portion of the above-described parcel of land is a source of potable water on which an intake box has been constructed/installed by the Local Government Unit (LGU) of Dumalinao, Zamboanga del Sur. The LGU of Dumalinao is presently using the said water source to supply water to residential, industrial and commercial areas and for the other purposes within its area of jurisdiction.

WHEREAS, the **LESSOR** hereby lease the aforesaid source of water in favour of the aforementioned **LESSEE**, subject to the following terms and conditions:

- a. **THAT** this **CONTRACT OF LEASE** shall take effect starting the month of **January 2022** to **December 31, 2023** or with a term of **TWO (2) YEARS** from the execution hereof. At the expiration of the period of Two (2) years, it is understood that the terms hereof are rendered automatically terminated except when formally **RENEWED OR EXTENDED** under another agreement to be entered into by and between herein parties; and
- b. **THAT** the **LESSEE** shall pay an **ANNUAL RENTAL** to the **LESSOR** in the amount of **FIFTY THOUSAND (PHP 50,000.00) PESOS, Philippine currency** without need for further demand at the end of each lease year period. The same scheme of payment or collection shall be observed for the lease period of the year 2023.
- c. **THAT** payment of the rentals, if by Check shall be made payable to the order of the lessor – **DAINALYN B. RUPINTA**;
- d. **THAT** during the validity of this contract, the **LESSOR** shall promptly notify the **LESSEE** if there be any improvements that the former may introduce or the latter in the same manner shall notify the lessor should any improvements by way of repair, rehabilitation and/or development of the water facilities necessary for the operation of the water source;
- e. **THAT** the subject matter of the instant covenant shall be **LIMITED TO THE ACTUAL AREA WHICH IS ACTUALLY UTILIZED** and/or **FENCED** by the LGU of Dumalinao **AS OF THE WRITING AND SIGNING HEREOF**. It shall not extend to any other portion/s of the entire property owned by the **LESSOR** as above-described unless there is a separate or another contract of lease or agreement that shall be formally entered into between herein parties. The **LESSEE** undertakes to never extend its occupation and enjoyment save that which is the subject hereof which in particular is that which is actually utilized and/or fenced by it as of the writing and signing hereof.

f. THAT the LESSEE shall allocate free water household consumption to the LESSOR.

WHEREAS, any violation of any of the foregoing terms and other applicable law, ordinances, rules and regulations shall be sufficient cause for the revocation of this contract and agreement.

IN WITNESS HEREOF, the parties hereunto set their hands this 21st day of January 2022, at Pagadian City, Zamboanga del Sur, Philippines.

LESSEE:



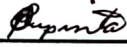
JUNAFLORE S. CERILLES, RMT, MAGD
Municipal Mayor

LESSOR:



DAINALYN B. RUPINTA
Lot Owner

SIGNED IN THE PRESENCE OF:

1.  _____

2.  _____

ACKNOWLEDGMENT

Republic of the Philippines)
PROVINCE OF ZAMBOANGA DEL SUR) S.S
XXXXXXXXXXXXXXXXXXXXXXXXXXXX)

BEFORE ME, this ___ day of _____ 20___, in the Province of Zamboanga Del Sur, personally appeared Municipal Mayor – JUNAFLO R S. CERILLES, with Community Tax No. _____ issued at Dumalinao, Zamboanga del Sur on _____, DAINALYN B. RUPINTA with Community Tax No. _____ issued at _____ on _____, all known to me to be the same person who executed the foregoing instrument who acknowledged to me that the same is their free and voluntary acts and deeds. This instrument consists of three (3) pages including this page whereon the acknowledgment appears.

WITNESS MY HAND AND NOTARIAL SEAL

Doc. No.: _____
Page No.: _____
Book No.: _____
Series of 2022



ATTY. JED M. LABADOR
NOTARY PUBLIC
ROA NO. 62193, JAN. 26, 2013
IBP NO. 17, FEB. 5, 2022
PTR NO. 351376, JAN. 06, 2022
Until December 31, 2022
PROVINCE OF ZAMBOANGA DEL SUR