



OFFICE
of the
**SANGGUNIANG
BAYAN**
MONCADA, TARLAC

EXCERPT FROM THE MINUTES OF THE 12TH REGULAR SESSION OF THE SANGGUNIANG BAYAN OF MONCADA, TARLAC FOR CY 2021 HELD ON THE 22nd DAY OF MARCH 2021 AT THE SB SESSION HALL, LEGISLATIVE BUILDING

PRESENT:

HON. JAIME O. DUQUE	.. VICE MAYOR/PRESIDING OFFICER
HON. CLEOFE D. FAVIS	.. MEMBER
HON. RODOLFO C. ESPEJO, JR.	.. MEMBER
HON. ALBERTO C. MARZAN, JR., MD	.. MEMBER
HON. RUBEN V. GAMBOA, JR	.. MEMBER
HON. GEORGE MICHAEL P. AGUILAR	.. MEMBER
HON. JANIUS M. YASAY	.. MEMBER
HON. CELESTE A. AYSON	.. MEMBER
HON. GEORGE R. CUCHAPIN, MD	.. LnB PRESIDENT
HON. EZEKIEL C. RIVERA	.. SKF PRESIDENT

ABSENT:

HON. THELMAFLOR A. ESPEJO	.. MEMBER (On Quarantine)
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RESOLUTION NO. 26
Series of 2021

Sponsored by: COUN. ALBERTO C. MARZAN, JR., MD

RESOLUTION AMENDING ITEM NO. 11 OF THE USUFRUCT AGREEMENT BETWEEN THE MUNICIPAL GOVERNMENT OF MONCADA AND ENVIROKONSULT EQUIPMENT AND SERVICES, INC. FOR THE PROPOSED ESTABLISHMENT OF A SEPTAGE TREATMENT PLANT AT BARANGAY BURGOS UNDER A JOINT VENTURE AGREEMENT

WHEREAS, Mr. Anthony V. Gedang, Chief Executive Officer of Envirokonsult Equipment and Services, Inc. submitted an appeal letter to this August Body, requesting that the last sentence of Item No. 11 – OWNERSHIP AFTER TERMINATION of the Usufruct Agreement be deleted, which reads:

“Ownership over the improvements shall also vest to Client if the JVA, SMP or this Agreement is pre-terminated due to the fault, negligence, mismanagement, or bad faith of Usufructuary.”

WHEREAS, Mr. Gedang argues that the acts mentioned above are ambiguous and subject to interpretation which may be causes for the determination of whether any of the parties may have committed breach of contract and the determination of the appropriate penalty for the culpable party, but in no case cause an automatic confiscation of the properties solely funded and owned by the Envirokonsult with a capital investment amounting to approximately PHP 95 million;





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WHEREAS, this August Body, upon careful study of the appeal, finds the same to be of merit to avoid future disputes and allay unwarranted fear of pre-termination on the part of the proponent;

NOW, THEREFORE, on motion by Coun. Alberto C. Marzan, Jr. and unanimously seconded;

RESOLVED, that this Sanggunian, acting on the favorable recommendation of the Committee on Health and Social Services, hereby amends Item No. 11 of the Usufruct Agreement between the Municipal Government of Moncada and Envirokonsult Equipment and Services, Inc., to wit:

11. OWNERSHIP AFTER TERMINATION:

"Upon termination of this Agreement, all structures erected on the property, including subsequent permanent improvements therein, shall be owned by the Client as agreed upon in the Joint Venture Agreement. Personal properties of the Usufructuary's officers and its employees are excluded."

RESOLVED, FURTHER, that all remaining provisions not affected by the amendment are hereby affirmed in-toto;

RESOLVED, FURTHER, that the Honorable Mayor Estelita M. Aquino shall be authorized to sign the amended Usufruct Agreement;

RESOLVED, FINALLY, that copies of this Resolution be furnished all concerned parties for their information and appropriate action;

CARRIED.

**CERTIFIED to have been duly
ADOPTED on the above-
mentioned date and place:**


VICTOR SANDINO S. MOLINA
Secretary to the Sanggunian

**ATTESTED AND CERTIFIED
TO BE DULY ADOPTED:**


JAIME Q. DUQUE
Vice-Mayor & Presiding Officer

