

Republic of the Philippines
Province of Leyte
SANGGUNIAN PANLALAWIGAN
Capitol Building, Palo, Leyte

HON. CLEOFE SALIENTE,
Respondent/ Appellant,

ADM . CASE NO. 01-2026

-versus-

Sangguniang Panlalawigan
Province of Leyte
RECEIVED

MERIAM CABIDOG PARADO-DEVARAS
Complainant/ Appellee.

Date: AUG 25 2026
By: [Signature]

FOR: DISHONESTY, MISCONDUCT IN OFFICE,
OPPRESSION, AND ABUSE OF AUTHORITY
UNDER SEC. 60 (C) AND (E) OF R.A. NO. 7160
LOCAL GOVERNMENT CODE OF THE 1991.
X-----/

**APPEAL WITH URGENT MOTION AND PRAYER TO STAY
EXECUTION PENDING APPEAL**

COMES NOW, Appellants, through the undersigned counsel, unto the Honorable Sangguniang Panlalawigan, respectfully appeal the Decision of the Sangguniang Bayan of the Municipality of Jaro, Leyte, and the subsequent Resolution dated August 6, 2026, the dispositive portion of which states:

Accordingly, while the finding that Respondent committed a misconduct is sustained, the evidence does not justify a finding of Grave Misconduct, Consistent with the foregoing legal provisions and jurisprudence, the finding of Grave Misconduct is hereby MODIFIED to Simple Misconduct.

The findings holding Respondent administratively liable for Oppression and Abuse of Authority, however, remain supported by substantial evidence and are therefore affirmed.

In view of the modification of the offense from Grave Misconduct to Simple Misconduct, and in the interest of justice and proportionality, the penalty previously imposed is likewise MODIFIED from Six (6) months suspension from office without pay to Three (3) months suspension from office without pay.

SO ORDERED. August 6, 2026.

I. TIMELINESS OF THE APPEAL

The instant appeal is timely filed having been made within thirty (30) days from July 3, 2026, Respondent's receipt of the decision. The timely filing of the Motion for Reconsideration on July 13, 2026, which Decision was received on August 12, 2026, tolls the running of the reglementary period. Hence, Respondent has until September 1, 2026 to file the instant appeal.

II. PREFATORY STATEMENT

Actus non facit reum nisi mens sit rea-an act does not make a person guilty unless the mind is also guilty. This ancient and fundamental principle of law finds direct application in the case at bar. Liability cannot rest upon the mere existence of an act, absent proof of the wrongful intent that makes the act culpable. Where the record itself fails to establish deceit, corruption, clear intent to violate the law, or flagrant disregard of established rules, an act done in good faith, cannot, by itself, constitute administrative wrongdoing.

III. PARTIES

Appellant-Respondent is HON. CLEOFÉ SALIENTE, of legal age, Filipino, and resident of Barangay Parasan, Jaro, Leyte. While Appellee-Complainant is MERIAM CABIDOG PARADO-DEVARAS, also of legal age, Filipino, and resident of Barangay Parasan, Jaro, Leyte.

IV. STATEMENT OF FACTS

On February 4, 2026, a verified complaint was filed against Respondent charging her with dishonesty, misconduct in office, oppression, and abuse of authority under Section 60 (c) and (e) of Republic Act Number 7160.

In her answer, Respondent denied the allegations and explained the circumstances surrounding the questioned acts.

1. With respect to the 12% VAT, Respondent explained that the VAT component was included because the billing framework being used was patterned after and based upon the billing format and framework of the Leyte Metropolitan Water District

(LMWD), which Respondent and the concerned officials relied upon in good faith in preparing the water-system billing. Respondent stated that the VAT component was included as part of the billing framework based on that understanding and was not intended to unlawfully impose a tax or to obtain any personal benefit. During a subsequent meeting, the concerned officials were informed that a separate VAT component should no longer be reflected in the billing. Following such clarification, the separate VAT component was discontinued;

2. With respect to the maintenance fees and other charges, Respondent stated that these were collected in connection with the operation and maintenance of the community water system and pursuant to the Memorandum of Agreement governing the water system. Respondent further stated that the maintenance fees and charges were intended to cover the operational, repair, and maintenance expenses of the water system.
3. With respect to the alleged disconnection, Respondent stated that the complainant's water service was disconnected due to non-payment of the amounts due. Respondent further state that the complainant had been duly notified of the outstanding charges and the consequences of non-payment.
4. Respondent also stated that the questioned policies and measures concerning the water system were undertaken in connection with the Barangay Council's management and operation of the system, and were not decisions made by Respondent acting solely in her individual capacity.
5. The Sangguniang Bayan rendered its decision dismissing the charged for Dishonesty absent substantial evidence showing an intent to deceive the consumers or unlawfully enrich herself.
6. Respondent received copy of the Decision on July 13, 2026 and filed the Motion for Reconsideration. On its Resolution dated August 6, 2026, the honorable body partially granted the Motion for Reconsideration and lower the offense charge to Simple Misconduct and found that the evidence on record does not establish that Respondent acted with corruption, a clear intent to violate the law, or a flagrant disregard of an established rule.



However, the charge for oppression and abuse of authority was sustain. Hence this appeal.

V. ARGUMENTS

7. The Sangguniang Bayan erred in finding Respondent liable despite its own finding that she did not act with deceit, corruption, clear intent to violate the law, or flagrant disregard of an established rule.
8. The Sangguniang Bayan finding is not supported by substantial evidence.
9. The Sangguniang Bayan failed to appreciate Respondent's good faith and the public service context of the acts complained of, including the collective action of the barangay council, the Memorandum of Agreement, the Water User's Association, and the actual operation and maintenance of the community water system.
10. Respondent cannot be held liable for oppression for failure to reconnect a water service when reconnection was prevented by the refusal of a private property owner to allow the necessary pipeline passage, a matter beyond Respondents legal authority.

VI. DISCUSSION

As to the first ground that, the Sangguniang Bayan erred in finding Respondent liable despite its own finding that she did not act with corruption, clear intent to violate the law, or flagrant disregard of an established rule.

11. The finding of liability is inconsistent with the Sangguniang Bayan's own express finding that Respondent did not act with corruption, clear intent to violate the law, or flagrant disregard of an established rule.
12. These findings are highly material because they establish the absence of any showing that Respondent acted with a deliberate or improper purpose. They likewise support Respondent's

defense of good faith, which must be considered in determining administrative liability.

13. The questioned acts arose from the operation and maintenance of the community water system. The maintenance fees and charges were undertaken in the context of the Memorandum of Agreement and the Water Users Association.
14. The VAT component was likewise included in good faith after relying on the billing framework of the LMWD. When the officials were subsequently informed that a separate VAT component should no longer be reflected, it was immediately discontinued.
15. Respondent did not personally benefit from the collections. On the contrary, the concerned officials had at times advanced their own resources to address operational losses and expenses and keep the water service running.
16. More importantly, Respondent did not act alone. The questioned policies were collectively deliberated upon and undertaken by the Barangay Council, with the participation of the Water User's Association. It is therefore improper to attribute to respondent alone the consequences of a policy that was collectively considered and implemented.
17. At most, the questioned acts may raise an issue as to whether a different legal procedure should have been followed. An error in judgment or procedure, however, does not by itself constitute oppression, abuse of authority, or misconduct absent substantial evidence of the culpable conduct charged.
18. The Sangguniang Bayan's own finding of no corruption, no clear intent to violate the law, and no flagrant disregard of an established rule substantially negated the finding of deliberate administrative wrongdoing.

As to the second ground that the Sangguniang Bayan finding is not supported by substantial evidence.

19. The finding of administrative liability cannot stand where the acts constituting oppression, abuse of authority, and simple misconduct are not established by substantial evidence. The burden rests upon the complainant to establish the charges by the required quantum of evidence, allegations and inferences unsupported by competent evidence cannot sustain an administrative finding;

20. In the case of **Office of the Ombudsman vs. Police Senior Inspector Dante Yang, G.R. No. 213699, September 28, 2016**, the Supreme Court defined Misconduct as follows:

Misconduct, in administrative sense, is a transgression of some established and definite rule of action. It is an intentional wrongdoing or a deliberate violation of a rule of law or standard of behavior, especially by a government official. Misconduct is considered grave if accompanied by corruption, a clear intent to violate the law, or a flagrant disregard of established rules, which must all be supported by substantial evidence. O the misconduct does not involve any of the additional elements to qualify as grave, the person charged may be held liable for simple misconduct.

Moreover, in administrative proceedings, the quantum of proof necessary for a finding of guilt is substantial evidence or such relevant evidence as a reasonable mind may accept as adequate to support a conclusion. The standard of substantial evidence is satisfied when there is a reasonable ground to believe that a person is responsible for the misconduct complained of, even if such evidence might not be overwhelming or oven preponderant.

21. In this case, the Sanggunian Bayan held that no substantial evidence was adduced to show an intent to deceive the consumers or unlawfully enrich herself hence the charge of Dishonesty was dismissed.

22. The Sanggunian Bayan also held that the evidence does not establish that Respondent acted with corruption, a clear intent to violate the law, or a flagrant disregard of an established rule and on that ground, the charge for Grave Misconduct was dismissed.
23. However, Respondent must not be held liable for Simple Misconduct because there is no showing that she is guilty of any intentional wrongdoing or a deliberate violation of a rule of law or standard behavior.
24. She, acting jointly with the barangay council, honestly believe that such act is legal as it was the long-standing practice before she became an officer of the Water Users Association of the Barangay Parasan Water System.
25. As to the maintenance fees and charges, the evidence shows that these arose in connection with the operation and maintenance of the community water system and were intended to address its operational, repair and maintenance requirements. They were undertaken in the context of Article II, A (5) and (6) in the Memorandum of Agreement attached as Annex "A" in the Complaint and the Water Users Association, and not for Respondent's personal benefit
26. As to the 12% VAT, the evidence does not establish dishonesty or intentional misconduct. The VAT component was included because the officials relied upon and patterned the billing framework after that of the LMWD. When they were informed that a separate VAT component should no longer be reflected, the practice was discontinued.
27. As to the disconnection of the water service, the evidence shows that the complainant's account was disconnected due to non-payment and that the complainant had been notified of the outstanding obligation. This circumstance, by itself, does not demonstrate oppression or abuse of authority.
28. More importantly, the subsequent inability to reconnect the service was not shown to have resulted from Respondent's refusal or arbitrary exercise of authority. Although the complainant eventually paid the amount due, reconnection

required the passage of the water pipeline through property belonging to another person, whose consent was not given.

29. Respondent, as a barangay chairperson, had no authority to compel a private property owner to permit the passage or installation of the pipeline. Thus, the failure to secure immediate reconnection cannot reasonably be attributed to an oppressive act or abuse of authority on Respondent's part.

30. The evidence must likewise be considered in light of the Sangguniang Bayan's own finding that Respondent did not act with corruption, clear intent to violate the law, or flagrant disregard of an established rule. These findings substantially weaken any inference that the questioned acts were deliberately or oppressively undertaken.

31. At most, the evidence may raise a question regarding the propriety of legal procedure by which certain charges were imposed. But a possible procedural or legal error does not, without more, establish oppression, abuse of authority, or simple misconduct. There must still be substantial evidence of the specific culpable conduct charged.

32. Administrative liability cannot be sustained merely because Respondent's actions are later found to have been legally erroneous. There must be substantial evidence connecting the alleged wrongdoing to Respondent's own culpable conduct. Here, the evidence viewed as a whole, does not sufficiently make that connection;

33. Accordingly, the findings of oppression, abuse of authority, and simple misconduct are not supported by substantial evidence and should be reversed and set aside, with the corresponding charges dismissed.

As to the third ground, The Sangguniang Bayan failed to appreciate Respondent's good faith and the public service context of the acts complained of, including the collective action of the barangay council, the Memorandum of Agreement, the Water User's Association, and the actual operation and maintenance of the community water system.

34. Rule 131, Section 3 (m) of the Rules of Court states that Public Officers are presumed to have acted in good faith and complied with the law, unless proven otherwise. Absent clear and convincing evidence showing bad faith, fraud, or corrupt motive, the presumption of regularity must prevail.

35. The Sangguniang Bayan failed to give sufficient weight to the good faith of the Respondent in evaluating the acts complained of. The records show that the questioned acts were undertaken in the course of administering and maintaining the community water system and were motivated by the need to keep a basic public service operational.

36. In common usage, the term good faith is ordinarily used to describe that state of mind denoting honesty of intention, and freedom from knowledge of circumstances which ought to put the holder upon inquiry; an honest intention to abstain from taking any unconscientious advantage of another, even though technicalities of law, together with absence of all information, notice, or benefit or belief of facts which render transaction unconscientious. In short, good faith is actually a question of intention. Although, this is something internal, a person's intention can be ascertained by relying not on his own protestations of good faith, which is self-serving, but on evidence of his conduct and outward acts. (*Office of the Ombudsman vs. Police Senior Inspector Dante Yang, G.R. No. 213699, September 28, 2016*);

37. Respondent did not act for personal gain. The maintenance fees and charges were intended to answer for the systems legitimate operational, repair, and maintenance expenses, including recurring losses necessary to keep the service available to the community.

38. The circumstances surrounding the VAT likewise demonstrate good faith. The VAT component was included because Respondent and the concerned officials relied upon the billing framework of the LMWD. When they were informed during a meeting that a separate vat component should no longer be reflected, the same was discontinued.

39. The maintenance fees and charges were likewise implemented in the context of the Memorandum of Agreement governing the water system and the actual organization and participation of the Water Users Association. The Water Users Association conducted meetings and passed policies concerning the operation of the system and the collection of maintenance fees, with the **minutes duly signed by its members, copies of which are herein attached as Annexes 1,2,3, and 4 and forms an integral part of this Appeal;**
40. These circumstances show that Respondent was acting within a framework that she reasonably understood to be part of the proper administration of the water system. There was no concealment, personal appropriation, or attempt to derive personal benefit from the collections.
41. The public-service character of the act is particularly important. The community water system provides a basic service to residents, and its continued operation necessarily requires resources for repair, maintenance, and other operational expenses. The measures undertaken by respondent must therefore be viewed in the context of the general welfare functions of local government, rather than as acts undertaken for private or personal purposes.
42. Good faith is further demonstrated by the fact that the concerned officials themselves had, on several occasions, been required to advance or contribute personal funds to address operational losses and expenses and to prevent penalties, surcharges, and possible disconnection of the water service.
43. Moreover, respondent did not act alone. The policies concerning the water system were collectively discussed and undertaken by the Barangay Council, with the participation of the WUA. The questioned acts cannot therefore fairly be characterized as the unilateral exercise of power by Respondent. Attached herein as **Annex 5 is the Affidavit signed by the members of the Sangguniang Barangay of Parasan, Jaro, Leyte sitting as officers of Water Users Association;**

44. The subsequent correction of the VAT component is likewise inconsistent with deliberate wrongdoing. When the officials were informed of the proper treatment of the VAT component, they ceased the practice rather than insisting upon its continuation.
45. Taken together, these circumstances demonstrate an honest attempt to administer and sustain an essential community service rather than an intention to oppress, abuse of authority, or violate the law.
46. Even assuming that a legal or procedural error was committed in the implementation of the fees, or billing, such error, standing alone, does not establish administrative misconduct. The existence of an error must be distinguished from the existence of bad faith, willful violation, or culpable abuse of authority.
47. The Sangguniang Bayan's failure to give these circumstances their proper weight resulted in an incomplete appreciation of the evidence. The acts complained of should be evaluated according to the actual circumstances, purpose, and good faith under which they were undertaken.
48. Accordingly, the finding of administrative liability should be reversed and set aside for failure to properly appreciate respondent's good faith and the legitimate public service purpose underlying the questioned acts.

 As to the fourth ground, Respondent cannot be held liable for oppression for failure to reconnect a water service when reconnection was prevented by the refusal of a private property owner to allow the necessary pipeline passage, a matter beyond Respondent's legal authority.

49. The finding of oppression and abuse of authority based on the alleged failure to secure the reconnection of the complainant's water service is not supported by the circumstances established in the records;

50. It is undisputed that, after complainant settled the amount due, the water service could not immediately be reconnected because the pipeline necessary for reconnection had to pass through property belonging to another person, and the property owner did not consent to the proposed passage.
51. The inability to reconnect the service was therefore caused by a private property issue that is beyond Respondent's control, and not by any refusal, deliberate omission, or oppressive act on her part;
52. As Barangay Chairperson, Respondent had no legal authority to compel the property owner to allow the installation or passage of a water pipeline through a private property. To hold respondent liable for failing to accomplish something that she had no lawful power to compel would effectively impose liability for an act beyond her official authority;
53. The allegation of oppression necessarily required more than the existence of an unfavorable result. The mere fact that the complainant maintained without water service does not establish that Respondent intentionally or arbitrarily caused that condition. There must be substantial evidence that the deprivation resulted from Respondents wrongful exercise or abuse of authority;
54. No such evidence was established. The records instead show that Respondent was confronted with a practical and legal impediment: the absence of the property owner's consent to the necessary pipeline route;
55. Respondent could not lawfully override the property owners right over the property simply to effect the complainants reconnection. Any attempt to compel such access without legal authority could itself have exposed Respondent and the barangay to legal consequences;
56. Thus, the failure to reconnect the water service cannot reasonably be characterized as oppression, abuse of authority, or simple misconduct. The inability to accomplish the reconnection

was attributable to a circumstance outside Respondent's legal power and control;

57. The Sangguniang Bayan therefore erred in attributing the consequence of the property owner's refusal to respondent and in treating the resulting failure to reconnect as evidence of administrative wrongdoing;

58. A public officer cannot be held administratively liable for failing to perform an act that she has no legal authority to compel, particularly where the failure resulted from the independent refusal of a private property owner.

VII. CONCLUSION AND CLOSING STATEMENT

The totality of the evidence does not establish that Respondent acted with dishonesty, oppression, and abuse of authority, or simple misconduct. On the contrary, the circumstances demonstrate that she acted in good faith, without personal gain, and in the performance of what she reasonably understood to be her duties in maintaining an essential community water service.

The Sangguniang Bayan itself found that Respondent did not act with corruption, clear intent to violate the law, or flagrant disregard of an established rule. The questioned fees and charges were implemented pursuant to the Memorandum of Agreement and a policy collaterally adopted with the participation of the Water Users Association and Barangay Council.

The VAT component was discontinued when the officials were informed that it should no longer be separately reflected. The disconnection was made in relation to non-payment and notice, while the subsequent failure to reconnect was due to the refusal of a private property owner to allow the necessary pipeline passage—an act Respondent had no legal authority to compel.

These circumstances, taken together, demonstrate that the questioned acts were undertaken openly, collectively, and for a legitimate public purpose, not for personal benefit or with an intention to violate the law.

Administrative liability must rest on substantial evidence of the specific wrongdoing charged. Where the evidence instead demonstrates good faith, absence of corrupt motive, legitimate public purpose, and circumstances beyond the Respondent's authority, the finding of liability cannot be sustained.

VIII. URGENT MOTION TO STAY EXECUTION PENDING APPEAL

Appellant respectfully move for the immediate stay of execution of the appealed decision and resolution pending resolution of this Appeal. Appellant recognize that under Section 68 of the Local Government Code, an appeal does not automatically prevent a decision from becoming final and executory. However, the absence of an automatic stay does not mean that the reviewing authority is powerless to stay execution when circumstances warrant.

In *Berces, Sr. vs. Guingona, Jr.* G.R. No. 112099, February 21, 1995, the Supreme Court considered the relationship between Section 68 of the Local Government Code and Section 6 of Administrative Order No. 18. The Supreme Court held that,

We find the provisions of Section 68 of R.A. No. 7160 and Section 6 of Administrative Order No. 18 are not irreconcilably inconsistent and repugnant and the two laws must be read together.

The first sentence of Section 68 merely provides that an "an appeal shall not prevent a decision from becoming final or executory. "As worded, there is room to construe said provision as giving discretion to the reviewing officials to stay the execution of the appealed decision. There is nothing to infer therefrom that the reviewing official are deprived of the authority to order a stay of the appealed order. If the intention of Congress was to repeal Section 6 of Administrative Order No. 18, it could have used more direct language expressive of such intention.

The execution of decisions pending appeal is procedural an in the absence of a clear legislative intent to remove from the reviewing officials the authority to order a stay of execution, such authority provided in the rules and regulations governing the appeals of elective officials in administrative cases.

The term "shall" may be read either as mandatory or directory depending upon a consideration of the entire provisions in which it is found, its object and the consequences that would follow from construing it one way r the

other. In the case at bench, there is no basis to justify the construction of the word as mandatory.

The Office of the President made a finding that the execution of the decision of the Sangguniang Panlalawigan suspending respondent Mayor from office might be prejudicial to the public interest. Thus, in order not to disrupt the rendition of service by the mayor to the public, a stay of the execution of the decision is in order.

Appellant respectfully invoke the foregoing principle in so far as applicable to the present appeal, not on the theory that A.O. No. 18 automatically governs the appeal to the Sangguniang Panlalawigan, but because Berces recognizes the continuing availability of a stay of execution as an appropriate procedural remedy where immediate execution would cause undue prejudice.

IX. GROUND FOR JUSTIFYING THE STAY OF EXECUTION

The execution would disrupt the rendition of service by the Respondent. Indeed, mere filing of the complaint has already caused the disruption in the respondent's delivery of services. As a matter of fact, one of the residents in the area, a cursilista, recently lost her father, while her sister and mother are presently confined in the hospital following a vehicular accident in Barangay Tingib, Pastrana, Leyte, allegedly due to an unfinished road project. The respondent is likewise required to attend to this incident and to address other pressing concerns affecting the community. These circumstances demonstrate that the respondent's continued services are necessary and that any disruption thereof would adversely affect the residents who rely upon such services.

Immediate execution of the appealed decision would cause irreparable or substantial prejudice to the appellants before this honorable body has had the opportunity to fully review the merits of the appeal.

If the penalty involves suspension, removal, or another sanction affecting the appellant's official functions, immediate implementation would effectively cause the appellant to suffer the consequences of a decision that may ultimately be reversed.

Once the penalty has been served, the right to appeal may be rendered substantially ineffective because the appellants may already have suffered the principal consequence of the questioned decision;

A stay would merely preserve the status quo, It would not finally determine the merits of the appeal. The appellants therefore respectfully submit that the circumstances satisfy the equitable considerations recognized in Berces for the issuance of a stay pending appeal.

X. PRAYER

WHEREFORE, premises considered, Respondent respectfully prays that the Honorable Sangguniang Panlalawigan :

1. Please grant this Appeal and the motion to stay execution;
2. Reverse and set aside the Decision and Resolution of the Sangguniang Bayan of Jaro, Leyte in so far as they find Respondent administratively liable;
3. Dismiss the charges in the Verified Complaint for failure to establish the same by substantial evidence; and
4. Grant such other reliefs as may be just and equitable under the circumstances.

Respectfully submitted on this 10th day of July 2026 in Jaro,
Leyte



HON. CLEOFE SALIENTE

Barangay Chairman/Respondent
National ID No. 5975-1703-1472-1587

Republic of the Philippines)
 Province of Leyte)
 Municipality of ALANGALANG, LEYTE) s.s.

**VERIFICATION AND CERTIFICATION AGAINST FORUM
SHOPPING**

I, CLEOFÉ C. SALIENTE, of legal age, Filipino, and with address at Barangay Parasan, Jaro, Leyte, after having been duly sworn according to law, hereby depose and state, that

1. I am the Respondent in the above-entitled case and have caused the preparation of this Appeal and have read, understood the same and all allegations contained therein are true and correct of my own personal knowledge and/or based on authentic records;
2. I attest that the allegations in this complaint are true and correct and based on my personal knowledge or based on authentic records. My signature appearing herein serves as a certification of the truthfulness of the allegations in this Appeal.
3. I attest that this pleading is not filed to harass, cause unnecessary delay, or needlessly increase the cost of litigation.
4. I attest that the factual allegations therein have evidentiary support or, if specifically, so identified, will likewise have evidentiary support after reasonable opportunity for discovery.
5. I have not heretofore commenced any action or proceeding, nor is there any action or proceeding, to the best of my personal knowledge, pending in the Supreme Court, the Court of Appeals, or in any other court, tribunal, or agency against the same parties, involving the same cause.
6. Should I thereafter learned that a similar action or proceeding has been filed or is pending before the Supreme Court, the Court of Appeals, or in any other court, tribunal or agency, I undertake to notify this Honorable Office within five (5) calendar days therefrom.

[Handwritten signature]

IN WITNESS WHEREOF, I have hereunto affixed my signature this August 24, 2026 in ALANGALANG, LEYTE.


CLEOFE SALIENTE
Appellant/Respondent
National ID No. 5975-1703-1472-1587

SUBSCRIBED AND SWORN to before me this ^{2026 -08- 24} day of August 2026 in ALANGALANG, LEYTE, affiant personally appeared before me and exhibited to me her National ID as her competent evidence of identity. Witness my hand and seal.

Doc No. 420
Page No. 85
Book No. CXXIV
Series of 2026.

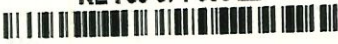

ATTY. JARESON AMORES-NERI
Notary Public
W/in jurisdiction of RTC in Tacloban City
610 Velarde St., Alangalang, Leyte
MC-2025-01-37/Until Dec. 31, 2026
Roll no. 52901/TIN: 252-397-549
IBP OR. No. 591497/1-7-2026/Leyte Chapter
PTR No. 1077021/ 1-5-2026 / Alangalang, Leyte
MCLE VIII - 0042579

CERTIFICATION

I hereby certify that copy of the foregoing Appeal was furnished to the Complainant, Meriam C. Parado-Devaras at her residence in Barangay Parasan, Jaro, Leyte through registered mail per registry receipt number RE759 671 685ZZ on 08-24-2026.

REGISTRY RECEIPT

Post Office RE 759 671 685 ZZ

Letter/Pack 

Posted on 8/24 20 26

Preserve this receipt for reference in case of inquiry


Postmaster/Teller


HON. CLEOFE SALIENTE
Appellant/Respondent

Republic of the Philippines
Province of Negros
Municipality of Iloilo
Barangay Barason

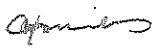
ANNEX " 1 "

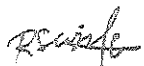
Oct. 27, 2024

Minuta mahitungod sa Water System mahitungod nga nagtitipon sa
sa ibang problema sa ibang tubig ibang kabayaran ini in giatatrabahungan
sa Council nga nag-increase sa rate $\text{P}2.00$ (two pesos) an kada
litrado kay ibang Proy. Council in amo nala ibang kauragan nga
nagtitipon sa may-ada kulang nga kabayaran labi na gura
sa kapina kay danday solo la kura nga nagtatapar, salit yaka
nga nagmud nga baban id-implimentar na ini nga $\text{P}2.00$ increase
per cubic. Ha pagtamtamod bini nga Minuta papir na sa
Book an pag-as nga Council.

Prepared by:
JERLYN O. DIOG
Proy. Secretary

Approved by:

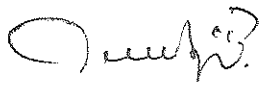

Hon. Chops C. Calanta
Proy. Chairman


Hon. Ricardo B. Santa
Proy. Kagawad


Hon. Nanta F. Oula
Proy. Kagawad


Hon. Teopila H. Quiñones
Proy. Kagawad


Hon. Benjamin Magdalen
Proy. Kagawad


Hon. Allan V. Berenguer


Hon. Jovita S. Jore
Proy. Kagawad

TERESA MARIA P. BERON
TERESA MARIA P. BERON
CERTIFIED TRUE COPY

Republic of the Philippines
Province of Leyte
Municipality of Sorsogon
Barangay Parasan

11/30/2025

MINUTES OF MEETING / ABOUT HT TUBIG

An 8:00 PM nga para sa beautification in the
ingapadun, kae is abotaga para sa tubig na pangatun
may list.

Ngan naglamo kami his Agreement nga nagbayad
umabot na his bulan an era kabangyan in ^{the nagbayad} automatic
atod, kae ginagad in mahitungod nga an iba na
concerns in dila god nalan his nagbayad, itaz dila pa
god nabayad han kuan lase. pag abot han due date dila
in gihap nakabayad. wabay o dila na kami makabayad pa him
unhan nga pukas kundi an utdan nala kua dila pa makab-
bayad.

An Nagbayad han Tubig Sally - 680

ADA - 8k	nick - 840
Danny 800	Farang - 760
Lala 320	Chope - 840
Ladag 1140	Nara - 900
Lani 440	Norma cal 11240
Teofila 200	Luisa - 320
Emelita 560	May 24 - 680
Cardig 640	Abet - 840
Tasy 600	Gilda - 20
Ngw 600	Clayay - 20
Nela 260	Fe - 720
Clayay 200	Sally - 320
Edwards 280	Maria - 500
Marcel 560	Diary - 960
Abet gain 680	Thelma - 600
Long 880	
Paras 200	

12/29/2025

Memorandum of Agreement Parte Karan TUBIG:

Yano nga adlaw nagheho kami yano hin agreement mahitungod it amon problema it iine nga nagreklamado, nga dei man naatinder kon nagpapatabog hit meeting klahiman hit pagkarabayad. ine hi Meriem Parado Darawas nga nagreklamado ngadto ha DILG. pero dei man naatinder kon nagme meeting kami upod gihapon an amon mga konsomider. Ngan waray man ngane inen hiya pagbayad hi iya kababayad. Tulo na inen kababayad nga waray pagbayad. tikang pa inen dida han estabon. Aya inen an nag-atinder nga mga bryg officials. kailangan inen nga mga members maatinder god kon nagmamahit parte hinan nga tubig. amon na inen actioner yano nga bulan hit January 12025, kon dei la gihap magbayad ubod.

[Signature]

Hon. CLEDE C. SALIENTE
BRYG. CHAIRMAN

Hon. ALAN BERNANER
BRYG. KAGAWAD

[Signature]

Hon. Ricardo P. Sanita
BRYG. KAGAWAD

Hon. NORITA DULA
BRYG. KAGAWAD

Hon. Reynaldo C. Pardon
Bryg. KAGAWAD

Hon. BENJAMIN MAGDAPONG
BRYG. KAGAWAD

Hon. TETILA GUMINARES
BRYG. KAGAWAD

[Signature]
TERESA MARIA P. BORDAN
BRYG. KAGAWAD

[Signature]
TERESA MARIA P. BORDAN
BRYG. KAGAWAD

TERESA MARIA P. BORDAN
TERESA MARIA P. BORDAN
CERTIFIED TRUE COPY

12/29/2025

Republic of The Philippines
 Province of Leyte
 Municipality of Soro
 Barangay Parasan
 Soro, Leyte

MINUTES OF MEETING

Pante hin Pag-utod han

Kab-it na tubig / han kan Devotas.

Gin deskrayahan han Brgy. Council nga Parangon
 inen nga ora Cepo han Tubig, kal natungod nga falo
 na inen kabulan nga wabay pagbabagay han ora
 konsenso o kababayad, ika duha deri na natungod it
 ing nga hit tina nga hin nuntangan hit ora ghepo.

Ngan kon unat na hin kulan nga deri
 na natungod it ^{may kawayan in} utodan. parte inen hit
 banda Misian Devotas / Ngan nga konsensido autonhe
 utod kondi natungod was hit desedete.

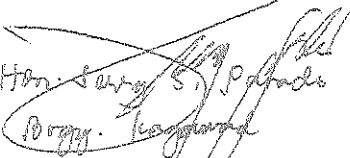
^{Chairman}
 Mr. Cleofe C. Saliente
 Brgy. Chairman


 Hon. Norita F. Dula
 Brgy. Kagawad

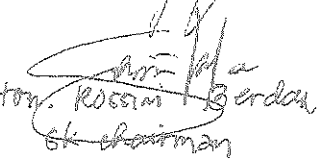
Mr. Allan V. Beringuan
 Brgy. Kagawad


 Hon. Teopila H. Buiniales
 Brgy. Kagawad

Mr. Ricardo B. Sarita
 Brgy. Kagawad


 Hon. Sergio S. Pallas
 Brgy. Kagawad

Mr. Reynaldo C. Borden
 Brgy. Kagawad


 Hon. Rosmi Borden
 Brgy. Chairman

TERESA MARIA P. Borden
 TERESA MARIA P. BORDEN
 CERTIFIED TRUE COPY

Oct. 07, 2015

Minutes from the 1st regular session of Provy. officials of
Provy. Barasan Jaro, Leyte this Oct. 07, 2015 at 9:30 P.M.

- * ~~(Engr.)~~ Nag set-in sa amon session this Engr. Bernardo
Devanas ngan Meriam Devanas parte han Water Confere
han ira metro nga diri amo an kareading nga dapat
mayda point ngan naglataw biya han ira computation
about han ira ~~concern~~ han tubig, about han 12 percent
Vat, amopai in an ira concern nga wad-on na diri nagbabangyan
kon mayda araydon chiya nala mag-ayad ngan pagpakaon
ngan snack biya nala banan kon may alansi han tabarayan
magbabangyan an mga consumer mag-aarawat. (by Bernardo Devanas.)
Kapitan Rigdon kay kon diri maglala arabuyon diri nga sugges-
tion pagdiman balik ta nala an level 2 kay amo man an
aton MOA, Ngan, Vat gintaruban nga biayon nala nga
maintenance mahitungod nga pirni man mayda losses hit tubig.
* Registration of Livebirds, Kernal, wort na in sa MCL aton
Schedule Nov.-or, 2015.
* Assembly Bay Oct. 18, 2015 1:30 P.M.
* New Budget for 2016 kerd na maghimo kita.
* Cost Adjusted an tay diri na allowed iton 725, kon may
mating ngawaray pagkaon may-ada per dine plus pasabe. An may-
ada incidental an overnight travel.
Adjourned at exactly 11:20 in the morning by: Jerry S. Pasado.

Hon. RICARDO B. CRUZ

Hon. RICHARDO C. BERNAL

Hon. EUGENIO B. MABADADAO

Hon. NONITA F. DULA

Hon. TEODILLO H. DUMINARES

Hon. JERRY S. PASADO

RODOLFO BERNAL

Approved by:

Hon. CLEOFE C. SALVADO
Punang Barangay

Minutes
of Provy.
at 2:00

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Cleofe C. Salvado
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Republic of the Philippines
Province of Leyte
Municipality of Jaro
Barangay Sanatan

Oct. 07, 2018

Minutes from the 1st regular session of Sang. officials of
Barangay Sanatan, Leyte this Oct. 07, 2018 at 9:30 P.M.

Agenda:

- * ~~Agenda~~ Nag set-in sa amon session this Engr. Bernardo
Devanas ngan Meriam Devanas parte han Water consume
han ira metro nga diri amo an for reading nga dapat
mayda point ngan naglalatag liya han ira computation
about han ira ~~consum~~ han tubig, about han 12 percent
vat amon ira an ira concern nga wad-on na ini magbabayad
kon mayda araydon liya nala mag-aayad ngan pagpatron
ngan crack liya nala banan kon may alanti han labaraydon
magbapay an mga confuser nag-aaramot. (by Bernardo Devanas)
Kapitan Rigdon kay kon diri maglala arabayon diri nga sugges-
tion poydiman ibalik ta nala an level 2 kay amo man an
atun MOA, Ngan, ^{ira} vat ginkasabun nga liyaon nala nga
maintenance mahitungod nga pirni man mayda losses kit tubig.
* Registration of Livebirds: koral, libre na ini sa MCH aton
Schedule Nov-Dec, 2018.
* Assembly Day Oct. 18, 2018 1:30 P.M.
* New Budget for 2019 koral mag-lingo kita.
* Cost Adjusted an tay diri na allowed iton 725, kon may
meeting ngan waray pagkaon may-ada per dine plus pasabe. An may-
ada incidental an overnight travel.
Adjourned at exactly 11:20 in the morning by: Jerry S. Prado.

Hon. RICARDO B. SAWITZ

Hon. RICHARDO C. BERNAN

ROSEWIN BERNAN

Hon. EUGENIO B. MAGDANAO

Hon. NONITA F. DUCA

Approved by:

Hon. TEOPHILUS DUMINACOS

Hon. CLEOPE C. SAWITZ
Barangay Sanatan

Hon. JERRY S. PRADO

Minutes
of Sang.
at 2:00

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Republic of the Philippines)
Province of Leyte)
Municipality of Jaro)s.s.

JOINT AFFIDAVIT

We, the undersigned members of the Sangguniang Barangay of Barangay Parasan, Jaro, Leyte, all of legal age, Filipinos, and residents of Barangay Parasan, Jaro, Leyte, after having been duly sworn to in accordance with law, hereby depose and state that:

1. We are the incumbent members of the Sangguniang Barangay of Barangay Parasan, Jaro, Leyte, and is acting as the officers of its Water User's Association, and in such capacity, have personal knowledge on the policies, agreements, and actions undertaken by the Barangay concerning the operation and regulation of its water system since the year 2019 under the chairmanship of Barangay Chairperson, Cleofe Saliente;
2. Pursuant to terms and conditions of the Memorandum of Agreement entered into by and among the LMWD, LGU-Parasan, LGU-Palanog and the JWD, Article II, A (5), the Sangguniang Barangay of Parasan, Jaro, Leyte acting as Officers of the Water Users Association, pass and approve policies and rules regarding the collection of maintenance fees and other charges to address relevant concerns of the Barangay water system.
3. Before a policy is approved, the officers convene, discuss and deliberate all relevant issues and formulate practical solutions to address the problems, one of which is the P 2.00 per cubic. Attach herein as Annex A is the certified true copy of the minutes of their meeting on October 27, 2025;
4. While sitting as officers of the Water Users Association, the undersigned finds that the major challenge on handling the water system is how to manage operational losses and maintenance issues. The undersigned and the chairman, on several occasions,

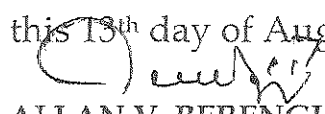
had to use their own personal funds to cover these losses in order to avoid surcharges, penalties and disconnection from the LMWD;

5. Before a policy is implemented, the users were duly informed thereof, through a public meeting. For existing policies, the applicants and users of the Barangay water system were duly informed of the applicable water connection fees, charges, rules, and conditions at the time they applied for and requested a water connection. The applicants were likewise informed of the obligation to pay the prescribed fees and charges and of the consequence of non-payment, including the possibility of disconnection of their water service, subject to the applicable rules and procedures;
6. Aside from the information given during the application for water connection, the matter concerning the collection of fees, the obligation of users to pay, and the implementation of disconnection for non-payment was also discussed and explained during meetings of the Barangay Council and/or meetings with the concerned water users, thereby giving the concerned persons sufficient notice of the applicable policy;
7. In relation to the complaint of Mrs. Devaras for the disconnection of her water service line, the same was discussed and addressed by the council on their November 30, 2025 and December 29, 2025 meeting, certified true copy of the minutes is herein attached as Annexes "B" and "C";
8. The collection of said fees was not unilateral act of any individual Barangay Official, but was undertaken pursuant to the policy agreement of the Barangay Council and for the proper operation, maintenance, repair, and sustainability of the Barangay water system;
9. It was also an established policy that users who fail or refuse to pay the duly imposed and authorized water fees, after proper notice and demand when required, may be subjected to disconnection of their water service. The policy on disconnection was likewise made known to the users and was intended as an enforcement measure to

ensure compliance with their payment obligations and to protect the continued operation and availability of the Barangay water system;

10. The implementation of the collection of fees, other charges, and the disconnection was therefore undertaken pursuant to the policy known to and agreed upon by the Barangay Council, and was not solely the personal decision or initiative of any individual Barangay official;
11. To the best of our knowledge, the collection of the fees and the implementation of disconnection were undertaken in good faith and for the proper administration and sustainability of the Barangay water system, and were not intended to cause prejudice, harassment, or undue injury to any particular resident of water user;
12. We are executing this Joint Affidavit to attest to the fact that the collection of the applicable fees and the policy allowing disconnection for non-payment were matters agreed upon by the members of the Barangay Council and were duly communicated to the concerned applicants and water users.
13. We execute this Affidavit voluntarily and in good faith, to attest to the truth of the foregoing facts and for whatever lawful purpose it may serve.

IN WITNESS WHEREOF, we have hereunto affixed our signatures this 13th day of August 2026 in Jaro, Leyte, Philippines.

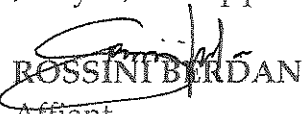

ALLAN V. BERENGUER

Affiant

PRC ID No. 0090411

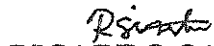
11-11-2026

PRC


ROSSINT BERDAN

Affiant

National ID No. 2490-8725-6235-2632


RICARDO SANITA

Affiant

National ID No. 5415-2860-2539-5130


TEOFILA H. QUIINALES

Affiant

National ID No. 6521-9306-2913-4680


REYNALDO, SR. BERDAN

Affiant

National ID No. 4063-7618-3942-7197


JERRY S. BARADO

Affiant

National ID No. 2375-8650-2692-1394


JARLYN DIOLA

Affiant/Treasurer

National ID No. 9204-5276-9325-0839


NONITA DULA

Affiant

National ID No. 2379-8105-1409-5261

BENJAMIN B. MAGDADARO

Affiant

Teresa Maria P. Berdan

TERESA MARIA PONTILLAS BERDAN

Affiant/Secretary

National ID No. 3084-9342-5318-2709

19 AUG 2026

SUBSCRIBED AND SWORN TO before me this ____ day of _____ 2026, at Iloilo City, Philippines, by the above-named affiants, with their valid ID's as competent evidence of their identities, and signed this document in my presence. Witness my hand and seal.

Doc. No. 273 ;

Page No. 56 ;

Book No. XL ;

Series of 2026.


ATTY. HENRY L. INOPIQUEZ

ROLL OF ATTORNEYS NO. 70475
NOTARIAL PUBLIC FOR IACLOBAN CITY
NOTARIAL COMMISSION NO. 2025-02-02
EXPIRES ON DECEMBER 31, 2026
IBP NO. 5675/5 / 12-18-25 / LEYTE CHAPTER
PTR NO. 1444618 / 01-05-26 / IABONTASON, LEYTE
MCLE COMPLIANCE NO. VIII-0008884, 04-14-2028
2F FIL-CHINESE CHAMBER OF COMMERCE BLDG.
JUSTICE ROMUALDEZ ST., IACLOBAN CITY
Email Add: henry.inopiquez@spsps.edu.ph