Item No.: 34
Date: 23 2026 OCT
Sangguniang Panlalawigan
Province of Leyte
RECEIVED
Date: OCT 12 2026
By:

Republic of the Philippines
Province of Leyte
MUNICIPALITY OF JARO

TANGGAPAN NG SANGGUNIANG BAYAN

13 October 2026

SB OFFICE
RELEASED
DATE: 10/13/2026
BY:
Municipality of Jaro, Leyte

THE HONORABLE MEMBERS
SANGGUNIANG PANLALAWIGAN
Province of Leyte

THRU: THE SECRETARY TO THE SANGGUNIANG PANLALAWIGAN
Province of Leyte

Gentlemen/ Madam:

Greetings.

Respectfully transmitting herewith are the **complete records and pertinent documents relative to Administrative Case No. 01-2026**, entitled *Meriam Cabidog Parado-Devaras v. Hon. Cleofe Saliente*, for Dishonesty, Misconduct in Office, Oppression, and Abuse of Authority, for the consideration and appropriate action of the Honorable Sangguniang Panlalawigan of Leyte.

The records being transmitted include, among others, the following:

1. Certified True Copy of the Complaint/Petition;
2. Answer/Verified Answer of the Respondent;
3. Notices, Orders, and other issuances relative to the case;
4. Minutes and proceedings of the Sangguniang Bayan concerning the administrative case;
5. Resolution/Decision of the Sangguniang Bayan in Administrative Case No. 01-2026;
6. Position paper, pleadings, motions, and other submissions filed by the parties;
7. Documentary evidence and other supporting records; and
8. Other pertinent documents forming part of the records of the case.

The foregoing records are hereby respectfully endorsed and transmitted to the Honorable Sangguniang Panlalawigan for **appropriate action and disposition**, pursuant to its appellate jurisdiction over the matter.

For your reference and appropriate action.

Respectfully yours,

ATTY. ALEXANDRA V. ABORITA
Secretary to the Sangguniang Bayan
Municipality of Jaro

Out Going

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Republic of the Philippines
Province of Leyte
MUNICIPALITY OF JARO

TANGGAPAN NG SANGGUNIANG BAYAN

September 4, 2026

SB OFFICE
CERTIFIED PHOTOCOPY
DATE: 10/9/2026
BY:

MERIAM CABIDOG PARADO-DEVARAS
Brgy. Parasan Jaro, Leyte
Private Complainant

RE: RESPONSE TO MOTION FOR EXECUTION PENDING APPEAL ADMINISTRATIVE CASE NO. 01-2026.

Dear Ms. Devaras:

This refers to your Motion for Execution Pending Appeal dated August 18, 2026 seeking the implementation of the Decision rendered by the Sangguniang Bayan of Jaro, Leyte in the above-captioned administrative case.

At the outset, please be informed that the Respondent, **HON. CLEOFE C. SALIENTE**, has duly filed an **Appeal on August 25, 2026, before the Sangguniang Panlalawigan of Leyte,** questioning the Decision of the Sangguniang Bayan. The filing of said appeal is a statutory remedy available to the Respondent under Section 67 of Republic Act No. 7160, otherwise known as the Local Government Code of 1991.

In view of the pending appeal, the Sangguniang Bayan finds it necessary to clarify the legal nature of the proceedings and the proper role of the private complainant in an administrative disciplinary case.

I. THE ADMINISTRATIVE CASE IS A PROCEEDING IN THE PUBLIC INTEREST

An administrative disciplinary case against a public officer is not a private action instituted for the enforcement of a personal right of the

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complainant. Its principal purpose is to determine whether the respondent has committed an administrative offense and, if so, to impose the appropriate disciplinary sanction in the interest of the public service.

The Supreme Court has consistently recognized this distinction.

In ***Paredes v. Civil Service Commission***[1], the Supreme Court reiterated the established rule that:

> ***"In an administrative case, the complainant is a mere witness."***

The Court explained that no private interest is involved in an administrative case because the offense charged is considered an offense against the government. Consequently, the complainant is not the party adversely affected by the administrative decision.

The same doctrine was reiterated in ***Ochoa, Jr. v. Dy Buco***[2], wherein the Supreme Court emphasized that a private complainant in an administrative case is merely a **witness for the government** and does not acquire a private right over the disciplinary proceedings simply by having initiated the complaint.

The Court has likewise reaffirmed this principle in subsequent cases, recognizing that the essential character of an administrative disciplinary proceeding remains one involving the accountability of a public officer to the government and the public service, rather than the vindication of a private grievance.

II. THE PRIVATE COMPLAINANT DOES NOT BECOME THE PARTY RESPONSIBLE FOR ENFORCING THE ADMINISTRATIVE PENALTY

The Sangguniang Bayan recognizes and appreciates your participation in the proceedings, including the filing of the complaint and the presentation of evidence in support thereof.

However, your participation as the private complainant does not make the administrative case a private action in which you become the

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[1] *Paredes v Civil Service Commission G.R. No. 88177, December 4, 1990, 192 SCRA 84*
[2] *Ochoa, Jr. v. Dy Buco, G.R. No. 216634, October 14, 2020*

judgment creditor or the party vested with the authority to enforce the penalty imposed upon the Respondent.

Your role as complainant was to bring the alleged administrative violations to the attention of the proper disciplining authority and, when necessary, to provide evidence and testimony in support of the charges. **Once the administrative case has been adjudicated, the determination of whether and how the administrative sanction should be implemented is no longer a matter that belongs exclusively to the private complainant.**

The enforcement of an administrative penalty is an exercise of **public authority**. It is therefore the responsibility of the appropriate government authority to determine and undertake such implementation in accordance with law.

Thus, while you may seek clarification regarding the status of the case or communicate your concerns to the Sangguniang Bayan, your status as private complainant does not confer upon you the authority to direct the Sangguniang Bayan to immediately execute the administrative penalty, particularly where the Respondent has already availed himself of his statutory right to appeal.

III. THE MOTION FOR EXECUTION IS NOT A MATTER OF PRIVATE ENFORCEMENT

It bears emphasis that the penalty imposed in an administrative case is **not a private award in favor of the complainant**.

The suspension or other disciplinary sanction imposed upon a public officer is intended to protect the integrity of the public service and to ensure accountability in the exercise of public office. It is not compensation or relief granted to the private complainant for a personal injury.

Hence, the private complainant cannot be placed in the same position as a prevailing plaintiff in a civil action who possesses a personal and proprietary interest in the execution of a judgment.

The administrative sanction belongs to the realm of public accountability, and its implementation is therefore governed by the law and the proper government authorities, rather than by the personal interest or initiative of the complainant.

Accordingly, while your Motion has been duly received and noted, the Sangguniang Bayan must resolve the same **not as a request of a private judgment creditor seeking enforcement of a private judgment, but as a matter involving the proper administration and implementation of a public disciplinary sanction.**

IV. THE SANGGUNIANG BAYAN SHALL ACT IN ACCORDANCE WITH LAW

The Sangguniang Bayan respects your concerns and acknowledges the seriousness of the allegations which gave rise to this administrative case. The Decision was rendered after the parties were afforded the opportunity to present their respective positions and evidence, and after the Sangguniang Bayan exercised its adjudicatory authority over the matter.

Nevertheless, the Sangguniang Bayan is duty-bound to act in accordance with the law and cannot allow the implementation of an administrative sanction to be dictated solely by the wishes of either the complainant or the respondent.

Rest assured that the Sangguniang Bayan shall continue to act accordingly and in good faith in this case. It shall respect the rights of all concerned, recognize the authority of the Sangguniang Panlalawigan over the pending appeal, and ensure that any action taken regarding the execution of the Decision is consistent with law and the public interest.

Very truly yours,

HON. PEDRO B. TAÑALA JR.
Municipal Vice Mayor

Republic of the Philippines
Province of Leyte
Municipality of Jaro
Sangguniang Bayan
Sb Session Hall, Multi-Purpose Building
Jaro, Leyte

HON. CLEOFE SALIENTE,
Respondent/ Appellant,

ADM . CASE NO. 01-2026

-versus-

MERIAM CABIDOG PARADO-NEVARAS
Complainant/ Appellee.

SB OFFICE
CERTIFIED PHOTOCOPY
DATE: 10/9/2026
BY:

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----------/

COMMENT AND OBJECTION TO MOTION FOR EXECUTION PENDING APPEAL WITH NOTICE TO APPEAL

Respondent, unto this Honorable Sangguniang Bayan, respectfully submits this Comment and Objection to the Motion for Execution Pending Appeal, and states:

I. THE MOTION SHOULD BE DENIED IN VIEW OF THE PENDENCY OF THE APPEAL AND THE AUTHORITY OF *THE REVIEWING BODY TO STAY THE EXECUTION.*

a. Respondent will appeal from the Decision of the Sangguniang Bayan under Section 67 (a) of R.A. No. 7160, which states that decisions of the Sangguniang Bayan in administrative cases are appealable to the Sangguniang Panlalawigan;

b. Respondent recognizes that Section 68 of the Local Government Code provides that an appeal does not prevent a decision from becoming final or executory. However, this provision does not mean that the reviewing authority is powerless to stay execution pending appeal;

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c. 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 or 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.

d. Importantly, Berces recognized that the purpose of a stay is not to defeat the execution of lawful decisions, but to prevent undue prejudice to the public interest while the appeal is being resolved. In that case, the stay was sustained because immediate execution could disrupt the rendition of public service.

e. The same consideration obtains here. Respondent is an incumbent local official performing public functions. Her immediate suspension, while the substantial issues raised in the

appeal remain unresolved, would necessarily affect the continuity and delivery of local government service.

II. THE APPEAL RAISES SUBSTANTIAL ISSUES WHICH WARRANT PRESERVING THE STATUS QUO PENDING RESOLUTION.

6. The appeal is not frivolous or dilatory. It raises substantial questions concerning the sufficiency of the evidence supporting the findings of oppression, abuse of authority, and simple misconduct, as well as proper legal characterization of the maintenance fees and charges;

7. 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. These findings form a substantial part of the issues now before the Sangguniang Panlalawigan;

8. Respondent likewise maintains that the questioned maintenance charges were implemented in the context of the Memorandum of Agreement, the operation of the community water system, and the collective policy adopted with the participation of the Water Users Association and the Barangay Council, and were undertaken in good faith for the continuation of a basic public service.

9. The appeal further raises the issue of whether the failure to reconnect the complainant's water service may properly be attributed to Respondent when the reconnection was prevented by refusal of the owner of the property through which the necessary pipeline had to pass.

10. These are substantial questions which should first be fully considered by the appellate body before Respondent is made to suffer the immediate consequences of the penalty.

III. IMMEDIATE EXECUTION WOULD CAUSE UNDUE PREUDICE TO THE PUBLIC INTEREST.

11. Respondent occupies an elective local position and is presently performing functions directly affecting the delivery of basic services to the constituents. Her immediate suspension would not affect Respondent alone; it would necessarily affect the continuity and stability of local governance and public service.

IV. THE 90-DAY ELECTION PERIOD FURTHER COUNSELS AGAINST IMMEDIATE IMPOSITION OF SUSPENSION.

12. Section 62 (C) of *R.A. No. 7160*, expressly provides that no investigation shall be held within ninety (90) days immediately prior to any local election, and no preventive suspension shall be imposed within the same period. Where preventive suspension had already been imposed prior to the 90-day period, it is deemed automatically lifted upon the commencement of that period.

13. While respondent recognizes that the provision specifically refers to investigation and preventive suspension, rather than expressly declaring every previously imposed final penalty of suspension unenforceable during the election period, the provision nevertheless reflects a clear legislative policy against the use or continuation of suspension proceedings in a manner that may interfere with the orderly conduct of local elections.

14. The policy is particularly relevant where, as here, execution is being sought while the administrative decision remains under appellate review.

V. THE EQUITIES FAVOR A STAY OF EXECUTION

15. Respondent has consistently maintained that she acted in good faith, without corruption or personal gain, and in the course of administering a basic public service.

16. It would be therefore be more consistent with fairness, public interest , and orderly administration of justice to preserve the status quo and allow the appeal to be resolved on its merits before the *decision is implemented.*

VI. PRAYER

In view of the foregoing, Respondent respectfully prays for the denial of the motion for execution, and in the interest of fairness, public interest, and orderly administration of justice. Other remedies just and equitable, under the circumstances are likewise prayed for.

Respectfully submitted on this 24th day of August 2026 in _____, Leyte

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

CERTIFICATION

I hereby certify that copy of the foregoing Comment was furnished to the Complainant, Meriam C. Parado-Devaras at her residence in Barangay Parasan, Jaro, Leyte through registered mail per registry receipt number _____ on _____.

HON. CLEOFE SALIENTE
Appellant/Respondent

SB - file

Republic of the Philippines
Province of Leyte
Municipality of Jaro
SANGGUNIANG BAYAN
SB Session Hall, Multi-Purpose Building
Jaro, Leyte

SB OFFICE
CERTIFIED PHOTOCOPY
DATE: 10/9/2026
BY:

MERIAM CABIDOG PARADO-DEVARAS,
Complainant,

- versus -

HON. CLEOFE C. SALIENTE,
PUNONG BARANGAY OF
PARASAN, JARO LEYTE
Respondent.

Administrative Case No. 01-2026

For: Dishonesty, Misconduct in Office, Oppression, and Abuse of Authority under Section 60 (c) and (e) of R.A. No. 7160 (Local Government Code of 1991)

x----------x

MOTION FOR EXECUTION PENDING APPEAL

COMES NOW, the undersigned Complainant, unto this Honorable Sangguniang Bayan, most respectfully states that:

1. On June 19, 2026, this Honorable Sangguniang Bayan rendered its **Decision** in the above-entitled administrative case, finding Respondent **HON. CLEOFE C. SALIENTE**, Punong Barangay of Barangay Parasan, administratively liable for **Grave Misconduct, Oppression, and Abuse of Authority**.

2. By reason thereof, this Honorable Body imposed upon Respondent the penalty of **suspension from office for a period of six (6) months without pay;**

3. On July 13, 2026, Respondent filed a Motion for Reconsideration, praying that the Decision be reconsidered and set aside;

4. After consideration of the grounds raised in the Motion for Reconsideration, this Honorable Sangguniang Bayan, in its **Resolution dated August 6, 2026**, found partial merit in the same and modified the June 19, 2026 Decision insofar as the classification of the misconduct and the corresponding penalty

Mem P. Devaras

Received By:

were concerned. The pertinent portion of the Resolution provides:

> "Accordingly, while the finding that Respondent committed 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."

5. Following the resolution of Respondent's Motion for Reconsideration, the operative adjudication of this Honorable Body is that Respondent is administratively liable for Simple Misconduct, Oppression, and Abuse of Authority, with the corresponding penalty of **three (3) months suspension from office without pay**;

6. Under **Section 67 of Republic Act No. 7160**, otherwise known as the **Local Government Code of 1991**, decisions in administrative cases rendered by the Sangguniang Bayan may be appealed to the Sangguniang Panlalawigan within thirty (30) days from receipt thereof;

7. More importantly, **Section 68 of the same law** provides:

> "**Section 68. Execution Pending Appeal. - An appeal shall not prevent a decision from becoming final or executory.** The respondent shall be considered as having been placed under preventive

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suspension during the pendency of an appeal in the event he wins such appeal. In the event the appeal results in an exoneration, he shall be paid his salary and such other emoluments during the pendency of the appeal." *(Emphasis supplied.)*

8. If the law does not permit an appeal to stay execution, *a fortiori*, **the absence of any appeal cannot constitute a ground to withhold or indefinitely postpone the implementation of the administrative penalty validly imposed by the disciplining authority**;

9. The Complainant respectfully submits that the present Motion is therefore proper and timely. It merely seeks the **implementation of the penalty already adjudged and imposed by this Honorable Body**, following the full administrative proceedings and the resolution of Respondent's Motion for Reconsideration;

10. The finding of administrative liability for Misconduct, Oppression, and Abuse of Authority was sustained, while only the classification of the misconduct and the corresponding penalty were modified. Consequently, there is no remaining substantive issue before this Honorable Body that would prevent implementation of the penalty imposed in the Resolution;

11. The Supreme Court has recognized the special statutory rule governing administrative sanctions against elective local government officials. In **Lapid v. Court of Appeals**[1], the Court discussed Section 68 of the Local Government Code and recognized that the statute expressly provides for **execution pending appeal**, such that the filing of an appeal does not stay the execution of the administrative decision;

12. Thus, the said provision contemplates that the public official concerned must comply with the penalty while any appellate remedy is being pursued, subject to the statutory consequence that, should the official ultimately prevail or be exonerated on appeal, the period of suspension is treated in accordance with Section 68;

[1] G.R. No. 142261, June 29, 2000

Rene P. Deray

13. Furthermore, in **Mendoza, et al., v. Laxina, Sr.**[2], the Supreme Court held that:

> "The phrases "final and executory," and "final or executory" in Sections 67 and 68, respectively, of the Local Government Code, are not, as erroneously ruled by the trial court, indicative of the appropriate mode of relief from the decision of the *Sanggunian* concerned. **These phrases simply mean that the administrative appeals will not prevent the enforcement of the decisions. The decision is immediately executory but the respondent may nevertheless appeal the adverse decision to the Office of the President or to the *Sangguniang Panlalawigan*, as the case may be."** *(Emphasis supplied.)*

14. The Complainant therefore respectfully submits that there is no legal basis for the belated implementation of the three-month suspension imposed upon Respondent;

15. Immediate execution is likewise consistent with the fundamental constitutional principle that **public office is a public trust.** Public officials are required to remain accountable to the people, act with responsibility, integrity, loyalty, and efficiency, and at all times serve the public with utmost responsibility;

16. Where an administrative investigation has been duly conducted, the respondent has been afforded an opportunity to be heard, the issues have been adjudicated, a Motion for Reconsideration has been resolved, and a definite administrative penalty has been imposed, the resulting sanction should not be rendered inutile by unnecessary delay in its implementation;

17. In the present case, the administrative proceedings have already afforded Respondent the opportunity to answer the allegations, participate in the proceedings, submit evidence, seek reconsideration, and obtain a ruling on her Motion for Reconsideration;

18. The modification of the original penalty from six (6) months to three (3) months further demonstrates that this Honorable Body considered Respondent's arguments and exercised its

[2] G.R. No. 146875, July 14, 2003

Nen P. Delmas

adjudicatory authority with due regard to the circumstances of the case;

19. The Complainant therefore respectfully seeks that the Resolution of **August 6, 2026** be given full force and effect and that Respondent's **three (3)-month suspension from office without pay be immediately implemented** in accordance with Section 68 of Republic Act No. 7160.

20. Accordingly, the Complainant respectfully submits that the implementation of the suspension is not a matter of continuing discretion but a **ministerial consequence of the subject Resolution of this Honorable Body and the express command of Section 68 of the Local Government Code**, subject only to any lawful order of a competent appellate authority staying or otherwise modifying its execution;

PRAYER

WHEREFORE, premises considered, the Complainant most respectfully prays that this Honorable Sangguniang Bayan:

1. **GIVE DUE COURSE** to the present Motion for Execution;

2. **ORDER AND DIRECT THE IMMEDIATE IMPLEMENTATION** of the **Resolution dated August 6, 2026**, insofar as it finds Respondent **HON. CLEOFE C. SALIENTE** *administratively liable for* **Simple Misconduct, Oppression, and Abuse of Authority** with an imposed penalty of **THREE (3) MONTHS SUSPENSION FROM OFFICE WITHOUT PAY**; and

3. **GRANT** such other reliefs just and equitable under the foregoing circumstances.

RESPECTFULLY SUBMITTED.

August 17, 2026, Jaro, Leyte.

Meriam P. Devaras

MERIAM CABIDOG PARADO-DEVARAS
Complainant

Copy furnished:

Hon. Cleofe C. Saliente
Brgy. Hall, Parasan, Jaro, Leyte

Republic of the Philippines
Province of Leyte
MUNICIPALITY OF JARO

SB OFFICE
CERTIFIED PHOTOCOPY
DATE: 12/9/2026
BY:

TANGGAPAN NG SANGGUNIANG BAYAN

MERIAM CABIDOG PARADO-DEVARAS
Complainant,

Administrative Case No. 01-2026
For: Dishonesty, Misconduct in Office, Oppression, and Abuse of Authority under Section 60 (c) and (e) of Republic Act No. 7160 (Local Government Code of 1991)

versus-

HON. CLEOFE S. SALIENTE,
Punong Barangay, Barangay Parasan Jaro, Leyte
Respondent.

x----------x

RESOLUTION

Before this Sangguniang Bayan is the Motion for Reconsideration filed by Respondent, Hon. Cleofe C. Saliente, seeking the reconsideration and setting aside of the Decision dated June 19, 2026, which found her administratively liable for Grave Misconduct, Oppression, and Abuse of Authority. The dispositive portion of which states, to wit:

WHEREFORE, *premises considered, the Sangguniang Bayan finds Respondent, HON. CLEOFE S. SALIENTE, Punong Barangay of Barangay Parasan, administratively* ***liable for GRAVE MISCONDUCT, OPPRESSION and ABUSE OF AUTHORITY,*** *and hereby imposes the penalty of suspension from office for Six (6) months.*

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Mrs. Cadenas 8:25 am 8/13/26

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BY:

The charge for ***DISHONESTY is hereby DISMISSED*** *for lack of substantial evidence.*

SO ORDERED. *June 19, 2026.*

Antecedent Facts

On June 19, 2026, this Sangguniang Bayan rendered its Decision in the instant administrative case finding Respondent administratively liable for Grave Misconduct, Oppression, and Abuse of Authority after evaluating the evidence presented by both parties. Consequently, Respondent was meted the penalty of Six (6) Months Suspension from Office Without Pay.

Aggrieved, Respondent timely filed the present Motion for Reconsideration dated July 13, 2026, praying that the Decision be reconsidered and set aside on the ground that the findings of fact and conclusions of law allegedly lack factual and legal basis.

The Motion is now submitted for resolution.

We resolve.

After a thorough review of the Motion for Reconsideration, the records of the case, the evidence on record, and the applicable laws and jurisprudence, this Sangguniang Bayan finds the Motion is impressed with partial merit.

In the case of *Civil Service Commission v. Ledesma*, the Court defined misconduct as follows:

> *Misconduct is a transgression of some established and definite rule of action, more particularly, unlawful behavior or gross negligence by a public officer. The misconduct is grave if it involves any of the additional elements of corruption, willful intent to violate the law or to disregard established rules, which must be*

established by substantial evidence. Otherwise, the misconduct is only simple. A person charged with grave misconduct may be held liable for simple misconduct if the misconduct does not involve any of the additional elements to qualify the misconduct as grave. [1]

After a meticulous review of the records, this Sangguniang Bayan finds that while Respondent's acts constitute misconduct in the discharge of official functions, 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. Neither was there substantial evidence showing that Respondent was motivated by a wrongful or unlawful purpose or that the acts complained of were attended by any corrupt consideration.

Accordingly, while the finding that Respondent committed 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 06, 2026.

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[1] Civil Service Commission v. Ledesma (GR No. 154521, September 30, 2005)

HON. REY P. AURE
SB Member

HON. LANULFO M. BORJA
SB Member

HON. FRANCISCO R. ALTRES
SB Member

HON. RAUL A. MACANDA
SB Member

HON. BENJAMIN R. GARIANDO, JR.
SB Member

HON. TEOFILO CABELLO
SB Member

HON. CARMENCITA G. TAÑALA
SB Member

HON. ALMA A. TAMAYO
SB Member

HON. ZANDRO T. MORABE
SB Member/LIGA FED.-President

HON. VIANCA MAE N. FAMILAR
SB Member/SK FED.-President

HON. PEDRO B. TAÑALA, JR.
Municipal Vice Mayor
SB Presiding Officer

Republic of the Philippines
Province of Leyte
Municipality of Jaro
SANGGUNIANG BAYAN
SB Session Hall, Multi-Purpose Building
Jaro, Leyte

08/7/2026 11:05 AM

SB OFFICE
CERTIFIED PHOTOCOPY
DATE: 10/9/2026
BY:

MERIAM CABIDOG PARADO-DEVARAS,
Complainant,

- versus -

HON. CLEOFE C. SALIENTE,
PUNONG BARANGAY OF
PARASAN, JARO LEYTE
Respondent.

Administrative Case No. 01-2026

For: Dishonesty, Misconduct in Office, Oppression, and Abuse of Authority under Section 60 (c) and (e) of R.A. No. 7160 (Local Government Code of 1991)

x----------x

COMPLAINANT'S COMMENTS AND/OR OPPOSITION

(on Respondent's Motion for Reconsideration, dated July 16, 2026)

COMES NOW, the undersigned Complainant, unto this Honorable Sangguniang Bayan, most respectfully submits her Comments and/or Opposition to the Motion for Reconsideration on the Decision dated June 19, 2026 of the above-entitled case and in support thereof avers that:

I. PRELIMINARY STATEMENT

1. Far from demonstrating any palpable error of fact or law committed by this Honorable Sangguniang Bayan, Respondent merely repackages the very same defenses previously raised in her Verified Answer. Defenses which were already squarely considered, thoroughly evaluated, and ultimately rejected in the assailed Decision dated June 19, 2026;

2. The Motion for Reconsideration identifies no newly discovered evidence, no supervening event, and no controlling jurisprudence overlooked by this Honorable Body that would warrant the modification, much less the reversal, of its Decision.

Mer P. Cleves

3. Instead, Respondent simply reiterates her previous claims that the Barangay Parasan Water System (BPWS) was collectively managed by the barangay officials, that she allegedly acted in good faith in adopting the billing practices of the Leyte Metropolitan Water District (LMWD) and PrimeWater Infrastructure Corporation (PrimeWater), that no corruption or personal enrichment was shown, and that the disconnection of Complainant's water service was supposedly justified by non-payment.

4. Administrative liability under Section 60 of Republic Act No. 7160 (Local Government Code of 1991) does not depend on whether a public officer lined her own pockets. It rests on whether public authority was exercised in flagrant disregard of established legal rules, without legal authority, and in a retaliatory and oppressive manner against a constituent. The Honorable Sangguniang Bayan's finding of Grave Misconduct, Oppression, and Abuse of Authority is firmly anchored on substantial evidence and settled jurisprudence.

II. GROUNDS FOR OPPOSITION

The Motion for Reconsideration Presents No Ground Warranting the Reversal or Modification of the Decision

5. A motion for reconsideration is a procedural remedy intended to afford the deciding tribunal an opportunity to correct errors of fact or law which materially affect the judgment rendered. It is not designed to permit an unsuccessful litigant to merely reiterate arguments previously raised, considered, and rejected, nor to reargue matters already passed upon in the hope of obtaining a different result.

6. A careful comparison between the Verified Answer previously filed by Respondent and the present Motion for Reconsideration reveals that the latter merely reproduces the same defenses that were already thoroughly addressed by this Honorable Body in its Decision.

The finding of Grave Misconduct is Fully

Mers P. Devras

Supported by Substantial Evidence and Law

7. Respondent argues that the administration of the BPWS is a collective undertaking under a Memorandum of Agreement (MOA) with LMWD and PrimeWater, and that she did not act with corruption or personal gain;

8. This argument is unmeritorious. While corruption is one qualifying element of Grave Misconduct, jurisprudence settled by the Supreme Court consistently holds that Grave Misconduct is likewise committed when the act is attended by **clear intent to violate the law or flagrant disregard of established rules;**[1]

9. The Supreme Court has consistently held that Grave Misconduct exists where any one of the qualifying circumstances is established by substantial evidence, namely: (a) corruption; (b) clear intent to violate the law; or (c) flagrant disregard of established rules;

10. The law does not require that all three qualifying elements concur before administrative liability for Grave Misconduct may arise. The presence of any one of these circumstances is sufficient to elevate simple misconduct into grave misconduct;

11. Consequently, Respondent's discussion on the alleged absence of corruption does not, by itself, defeat the findings of the assailed Decision. In fact, the assailed Decision did not principally anchor Respondent's liability upon corruption or unlawful enrichment;

12. Rather, the Decision categorically found that Respondent committed Grave Misconduct because, while acting in her official capacity as Punong Barangay and President of the BPWS, she caused the imposition and collection of additional charges from consumers **without any showing of legal authority, ordinance, resolution, or competent governmental authorization**, thereby departing from the standards of legality expected of every public officer;

13. Thus, the principal issue is not whether Respondent personally profited from the questioned collections but whether Respondent knowingly exercised governmental authority in

[1] Imperial, Jr. vs. GSIS, G.R. No. 191224, October 04, 2011

Mlm P. Lucas

disregard of established legal requirements governing the imposition and collection of charges from the public;

14. Throughout these proceedings, Respondent failed to present any barangay ordinance, barangay resolution, administrative issuance, or other competent legal authority authorizing the questioned collections;

15. Respondent's inability to identify any legal authority authorizing the questioned collections is itself a substantial circumstance supporting the Decision's finding that she acted in disregard of established rules governing public administration;

16. At the outset, Respondent proceeds from an erroneous premise that because other persons participated in the operation of the BPWS, she cannot be held administratively liable for acts committed in the discharge of her own official functions. Such reasoning finds no support either in law or in administrative jurisprudence;

17. Administrative liability is personal. Public officers answer for their own official acts and omissions. The mere participation of subordinate officials, members of the Sangguniang Barangay, or even third persons does not extinguish the independent accountability of the public officer who authorized, approved, implemented, or allowed the questioned acts to be carried out under her authority;

18. Significantly, Respondent herself never denied that she served as Punong Barangay, President of the Barangay Parasan Water System, and Collecting Officer during the period material to this controversy. Neither did she deny that the questioned billing practices, collections, tariff adjustments, maintenance charges, water loss charges, consumer disconnections, and implementation of BPWS policies all occurred during her administration;

19. Indeed, the records consistently identify Respondent as the official exercising primary authority over the BPWS. The Decision expressly found that Respondent acted "in her capacity as Punong Barangay and President of the Barangay Parasan Water System" when she caused the implementation of the questioned collections. These findings were based not upon speculation but upon the documentary evidence presented by

Mem P. Reyes

Complainant and Respondent's own admissions contained in her Verified Answer;

20. Respondent's reliance upon the MOA with LMWD and PrimeWater is likewise misplaced. The MOA merely established the framework through which bulk water would be supplied to Barangay Parasan. It did not vest upon LMWD or PrimeWater the responsibility of administering the internal affairs of the BPWS;

21. As correctly recognized in both the Position Paper of the Complainant and the assailed Decision, the functions of LMWD and PrimeWater are limited to supplying bulk water pursuant to the MOA. The internal management of the BPWS, including the preparation of individual consumer billing statements, collection of payments, imposition of additional charges, maintenance assessments, implementation of tariff increases, enforcement of collection policies, consumer disconnections, reconnections, and the day-to-day administration of the system, remained under the authority of the Barangay officials administering the BPWS;

22. Respondent herself exercised precisely these functions. She cannot invoke her authority when imposing charges upon consumers and, at the same time, disclaim responsibility once those same official acts become the subject of administrative review;

23. More importantly, nowhere in the Motion for Reconsideration does Respondent identify any specific provision of the MOA authorizing LMWD or PrimeWater to impose upon Barangay consumers the separate "12% VAT," the "Maintenance" charge, the additional Php2.00 per cubic meter increase, or the "Water Loss" assessment. The Motion is therefore conspicuously silent on the very authority upon which Respondent now attempts to rely.

24. Even assuming that the BPWS incurred legitimate expenses for maintenance, repairs, labor, or system losses, Respondent was still duty-bound to ensure that any collection from consumers was supported by proper legal authority, implemented with transparency, and accompanied by appropriate accounting mechanisms;

New P-Decision

25. Residents repeatedly demanded transparency regarding the "12% VAT," later relabeled as "Maintenance," yet Respondent never addressed the substance of these concerns. Instead, the evidence shows that the questioned charge simply reappeared under a different designation after consumers began questioning its legality during the barangay assembly;

26. Such circumstances reinforce, not weaken, the conclusion reached by this Honorable Body that Respondent failed to observe the standards of legality, transparency, and accountability expected of a public officer entrusted with the administration of a public utility;

27. The assailed Decision therefore committed no reversible error in concluding that Respondent, by causing the imposition and collection of charges without competent legal authority and by exercising official authority contrary to established rules governing public administration, incurred administrative liability for Grave Misconduct;

28. Respondent likewise cites *Samonte v. Jamawak*, *Ombudsman v. Espina*, *Palaña v. Ombudsman*, and related cases in support of her position. Respectfully, these do not warrant reconsideration;

29. None of these cases establishes the rule that a public officer may lawfully impose charges upon the public without legal authority, refuse to provide an accounting despite repeated demands, disregard the procedural rights of affected consumers, and thereafter escape administrative liability merely because personal enrichment was not proven;

30. On the contrary, these cases simply reiterate the settled principle that administrative liability must rest upon substantial evidence which was fully satisfied in the present case;

31. The assailed Decision was not based upon conjecture or suspicion but upon Respondent's own admissions, documentary evidence, the undisputed billing statements, the absence of any enabling ordinance, the chronology of events, and Respondent's admitted implementation of the questioned policies;

32. Ultimately, Respondent asks this Honorable Body to reweigh the same evidence already considered in the assailed Decision and

Mem P. Reyes

arrive at a different conclusion without presenting any new evidence or demonstrating any palpable error of fact or law;

33. This, however, is not the office of a motion for reconsideration. Having failed to establish any reversible error in the factual or legal findings of the Decision, **Respondent's challenge to the finding of Grave Misconduct necessarily fails.**

Respondent's contention that the finding of Oppression and Abuse of Authority is unsupported by the evidence is contradicted by the records of the case.

34. Respondent next contends that this Honorable Body allegedly erred in finding her administratively liable for Oppression and Abuse of Authority, insisting that the disconnection of Complainant's water service merely implemented a uniformly applied policy against delinquent consumers and was therefore neither arbitrary nor oppressive. This deserves scant consideration;

35. The Motion for Reconsideration merely reiterates the same defense previously raised in Respondent's Verified Answer, that the disconnection resulted from Complainant's alleged non-payment of water charges. This defense, however, was already carefully considered and squarely rejected in the assailed Decision;

36. The Decision did not hold that Respondent could never disconnect a delinquent consumer. Rather, the Decision recognized that disconnection of water service may be justified under appropriate circumstances;

37. What the Decision condemned was **the arbitrary manner by which Respondent exercised such authority**, namely, the implementation of the disconnection **without observance of the minimum standards of procedural fairness required of every public officer;**

38. Respondent has never produced any written demand, notice of delinquency, notice of intended disconnection, proof of service, or any documentary evidence showing that Complainant was

Mens P - Alvarez

first notified that her water service would be permanently disconnected;

39. Neither does the Motion for Reconsideration identify any portion of the record establishing compliance with these elementary procedural safeguards;

40. Instead, Respondent merely asserts that the disconnection was supposedly part of a policy uniformly applied to all delinquent consumers. Such bare assertion does not constitute substantial evidence;

41. Even assuming that such policy existed, Respondent failed to prove either its existence or its lawful adoption. No Barangay Resolution, Barangay Ordinance, written policy, administrative issuance, or official guideline governing consumer disconnections was ever presented before this Honorable Body;

42. Consequently, Respondent's claim of a "uniformly applied policy" remains entirely self-serving and unsupported by the evidence on record. More importantly, **uniform application of an unlawful or procedurally deficient practice does not render the practice lawful;**

43. Every consumer, regardless of the amount allegedly owed, remains entitled to fair notice before being deprived of access to an essential public service;

Respondent's reliance upon the alleged refusal of the landowner constitutes an entirely new factual defense that cannot be considered on reconsideration.

44. Even more telling is Respondent's attempt to justify her failure to reconnect Complainant's water service after execution of the Compromise Agreement;

45. For the first time in these proceedings, Respondent now alleges that reconnection supposedly became impossible because the owner of the property through which the pipeline passed refused to grant permission for the installation of the water line;

Mens P. Rewards

46. **This allegation deserves no evidentiary weight.** It was never raised during the course of this administrative case, even after the herein Complainant, through her letter dated April 8, 2026, informed the Sangguniang Bayan regarding the Respondent's non-compliance with the Compromise Agreement, despite the Complainant's full payment of her unpaid water bill and reconnection fees. Accordingly, **it was never presented before the case was submitted for decision;**

47. Respondent likewise failed to submit any affidavit from the alleged property owner, any written refusal, any correspondence, certification, sketch, or documentary proof establishing that such circumstance actually existed;

48. The allegation therefore constitutes an entirely new factual matter raised only after Respondent had already received an adverse Decision;

49. It is well-settled in jurisprudence that a motion for reconsideration is not intended to afford a party the opportunity to present new factual defenses which could have been raised during the original proceedings but were not;

50. A litigant cannot remain silent throughout the proceedings, allow the tribunal to decide the case on the evidence presented, and thereafter introduce an entirely different factual theory only after judgment has been rendered;

51. *To permit such practice would make litigation interminable and* would render administrative proceedings vulnerable to piecemeal presentation of defenses;

52. Accordingly, Respondent's newly-invented explanation regarding the alleged refusal of the landowner deserves no consideration;

53. Even assuming purely for the sake of argument that difficulties later arose regarding reconnection, such circumstance does not erase Respondent's own undertakings under the Compromise Agreement;

54. The Compromise Agreement was not imposed upon Respondent, rather, the records unequivocally establish that

Mrs. P. Reyes

Respondent voluntarily agreed to facilitate and cause the immediate reconnection of Complainant's water service;

55. As expressly recognized in the assailed Decision, Complainant fully paid the amount required under the Compromise Agreement. Respondent, however, failed to perform the reciprocal obligation she voluntarily assumed;

56. It was precisely this unjustified non-performance that prompted Complainant to inform this Honorable Body of Respondent's continued refusal to reconnect the water service, thereby necessitating the resumption of the administrative proceedings;

57. Significantly, Respondent never informed this Honorable Body during the pendency of the investigation that reconnection had allegedly become impossible because of a third party's refusal. Had such circumstance genuinely existed, ordinary prudence would have dictated that Respondent immediately disclose it to this Honorable Body and seek appropriate relief;

58. Instead, Respondent remained silent throughout the proceedings and invokes the alleged obstacle only after an adverse Decision had already been rendered. Such conduct substantially diminishes the credibility of the explanation now advanced in the Motion for Reconsideration;

The existence of Complainant's alleged alternative source of water is wholly immaterial.

59. Equally unavailing is Respondent's assertion that Complainant supposedly had access to a deep well and later obtained a separate water connection from another barangay. This argument is legally irrelevant;

60. The existence of another possible source of water neither validates the arbitrary disconnection nor excuses Respondent's failure to comply with the Compromise Agreement;

61. Administrative liability is determined by the legality of the official act complained of, not by the victim's ability to mitigate its consequences;

Mem P. Decena

62. Otherwise, every arbitrary governmental act could be justified by showing that the injured party eventually found another means of coping with the harm inflicted. Such reasoning finds no support in law;

63. It is precisely because of Respondent's persistent refusal to honor her obligations under the Compromise Agreement that the Complainant was compelled, out of necessity, to resort to alternative sources of water for the daily needs of her household. The Complainant's efforts to mitigate the consequences of Respondent's wrongful acts cannot be used to exculpate Respondent from administrative liability;

64. Whether Complainant later obtained water elsewhere does not erase the fact that Respondent exercised governmental power in a manner found by this Honorable Body to be arbitrary, unreasonable, and inconsistent with the standards expected of a public official;

65. Ultimately, Respondent has failed to identify any palpable error in the assailed Decision. Instead, she merely repeats defenses already considered and rejected while simultaneously introducing new factual allegations unsupported by any competent evidence and raised only after judgment had been rendered;

66. The Decision correctly concluded that Respondent's acts, considered collectively, including the disconnection without prior notice, the failure to observe procedural fairness, and the unjustified non-compliance with the Compromise Agreement, **constituted Oppression and Abuse of Authority** under Section 60 of the Local Government Code;

67. There being no showing of any reversible error of fact or law, the findings of this Honorable Body on these charges must be sustained;

The alleged publication of the Decision are collateral matters that cannot serve as grounds for reconsideration.

68. In the concluding portion of the Motion for Reconsideration, Respondent departs entirely from the substantive issues decided

by this Honorable Body and raises, for the first time, allegations concerning the supposed publication of the assailed Decision on social media. Respondent claims that such publication exposed her to public embarrassment and allegedly violated the confidentiality provisions of Ordinance No. 28, Series of 2026;

69. With due respect, these allegations deserve no consideration in resolving the present Motion for Reconsideration. The sole issue before this Honorable Body is whether the assailed Decision dated June 19, 2026 contains any reversible error of fact or law warranting its modification, reversal, or setting aside;

70. Whether the Decision was subsequently shared by any person has absolutely no bearing upon the correctness of the factual findings, the appreciation of the evidence, or the legal conclusions reached by this Honorable Body. It neither disproves Respondent's misconduct nor diminishes the substantial evidence supporting the administrative sanctions imposed;

71. In any event, **Complainant, without admitting any violation of *Ordinance No. 28, Series of 2026, has since voluntarily* removed the subject social media post** to avoid further controversy and in deference to the authority of this Honorable Sangguniang Bayan. Consequently, Respondent's allegations regarding the publication have become **moot and academic**, there being no continuing act requiring the intervention of this Honorable Body in these proceedings;

72. More importantly, the issue of the alleged publication is wholly collateral to the merits of this administrative case. Assuming *arguendo* that Respondent believes the confidentiality provisions of the Ordinance were violated, such allegation neither affects the validity of the assailed Decision nor constitutes a legal ground for its reconsideration. It does not negate the factual findings of Grave Misconduct, Oppression, and Abuse of Authority, nor does it diminish the substantial evidence upon which those findings were based;

73. Accordingly, the alleged publication should not be permitted to divert this Honorable Sangguniang Bayan from the only issue properly before it, whether the Motion for Reconsideration demonstrates any reversible error of fact or law. Clearly, it does not.

Mem P. Reyes

PRAYER

WHEREFORE, Complainant respectfully prays that the Motion for Reconsideration dated July 10, 2026 filed by Respondent Hon. Cleofe C. Saliente be **DENIED** for utter lack of merit, and that the Decision dated June 19, 2026 finding Respondent administratively liable for **GRAVE MISCONDUCT, OPPRESSION, and ABUSE OF AUTHORITY**, and imposing upon her the penalty of **Six (6) Months Suspension Without Pay**, be ***AFFIRMED IN TOTO***.

Complainant likewise prays for such other reliefs and remedies as are just and equitable under the premises.

RESPECTFULLY SUBMITTED.

August 6, 2026, Jaro, Leyte.

MERIAM CABIDOG PARADO-DEVARAS
Complainant

Copy furnished:

Hon. Cleofe C. Saliente
Brgy. Hall, Parasan, Jaro, Leyte

Republic of the Philippines
Province of Leyte
MUNICIPALITY OF JARO

TANGGAPAN NG SANGGUNIANG BAYAN

July 15, 2026

SB OFFICE
CERTIFIED PHOTOCOPY
DATE: 10/9/2026
BY:

MERIAM CABIDOG PARADO-DEVARAS
Complainant
Barangay Parasan Jaro, Leyte

Dear Ms. Devaras,

This refers to your request received by this office last July 7, 2026 for the immediate execution of the suspension imposed upon the respondent Hon. Cleofe C. Saliente, Punong Barangay of Barangay Parasan Jaro, Leyte.

After due consideration, please be informed that the Sangguniang Bayan cannot yet implement the execution of the Decision.

Section 23 of the *Rules of Procedure in the Conduct of Administrative Investigation by the Sangguniang Bayan of Jaro, Leyte* expressly provides that:

> *"The decision of the Sangguniang Bayan shall become final and executory after the lapse of thirty (30) days from the receipt of a copy thereof by the complainant or the respondent, as the case may be, unless a motion for reconsideration is filed within the said period. In exceptionally meritorious cases, only one motion for reconsideration by any one party shall be allowed which shall suspend the running of the thirty (30)-day reglementary period."*

Records show that the respondent timely filed a **Motion for Reconsideration on 13 July 2026**, well within the reglementary period. Consequently, pursuant to Section 23 of the Rules, the filing of the Motion for Reconsideration has suspended the running of the thirty (30)-day period for the Decision to attain finality. Accordingly, the Decision has not yet become final and executory and, therefore, cannot yet be implemented.

Moreover, with respect to preventive suspension, the same is not a matter of right on the part of the complainant. The recommendation of preventive suspension is discretionary on the part of the Sangguniang Bayan and may be resorted to only when justified under the applicable law, rules, and the attendant circumstances of the case. It is a preventive measure and not a penalty, and its issuance rests upon the sound discretion of the Sangguniang Bayan.

In view of the foregoing, your request for the immediate execution of the suspension is respectfully **DENIED** for being premature, without prejudice to the execution of the Decision once it has attained finality in accordance with the Rules.

For your information and guidance.

Rec'd
7/20/26

HON. PEDRO B. TAÑALA JR.
Presiding Officer/Vice Mayor

Meriam Cabidog Parado

Received by: [illegible]

Copy furnished:

HON. CLEOFE S. SALIENTE,
Respondent

Republic of the Philippines
Province of Leyte
Municipality of Jaro
Sangguniang Bayan
Sb Session Hall, Multi-Purpose Building
Jaro, Leyte

SB OFFICE
RECEIVED
DATE: 07/13/2026 10:40AM
BY:

SB OFFICE
CERTIFIED PHOTOCOPY
DATE: 10/9/2026
BY:

MERIAM CABIDOG PARADO-DEVARAS,
Complainant,

-versus- ADM. CASE NO. 01-2026

HON. CLEOFE SALIENTE,
Respondent.

FOR: DISHONESTY, MISCONDUCT IN OFFICE, OPPRESSION, AND ABUSE OF AUTHORITY UNDER SEC. 60 (C) AND (E) OF REPUBLIC ACT NO. 7160 LOCAL GOVERNMENT CODE OF 1991.

X----------/

MOTION FOR RECONSIDERATION

RESPONDENT respectfully moves for the reconsideration of the Decision dated June 19, 2026 finding her administratively liable for Grave Misconduct, Oppression and Abuse of Authority. The dispositive portion of which states, to wit:

WHEREFORE, premises considered, the Sangguniang Bayan finds Respondent, HON. CLEOFE C. SALIENTE, Punong Barangay of Barangay Parasan, administratively liable for GRAVE MISCONDUCT, OPPRESSION and ABUSE OF AUTHORITY, and hereby imposes the penalty of suspension from office for a period of six (6) months without pay.

The charge for Dishonesty is hereby DISMISSED for lack of substantial evidence.

So, ordered. June 19, 2026.

I. *TIMELINESS OF THE MOTION*

The instant motion is timely filed under Section 23 of Ordinance Number 28, Series of 2026, having been filed within 30 days from Respondent's receipt of the Decision on July 3, 2026.

II. GROUNDS RELIED ON THE MOTION FOR RECONSIDERATION

A. The finding that the respondent unilaterally imposes and collect charges from consumers absent clear legal basis or duly enacted local authorization thereby holding her liable for Grave Misconduct has no factual basis.

1. The record shows that the BPWS is a public utility established and operated pursuant to a Memorandum of Agreement (MOA) with the Leyte Metropolitan Water District (LMWD) and with *the PrimeWater Infrastructure Corporation, through a Joint* Venture Agreement. Respondent signed the agreement as representative of the barangay which means that the BPWS was not under her sole authority or control, being a mere representative.

2. To rule that Respondent unilaterally imposed and collected the questioned charges has no factual basis because the administration and management of the BPWS is a collective undertaking by the Barangay Chairman, the Barangay Council and the LMWD /PrimeWater Infrastructure Corporation.

B. The finding that Respondent is guilty of Grave Misconduct when the elements of corruption, clear intent to violate the law, or flagrant disregard of established rule are absent.

3. The parameters on the acts that constitutes misconduct were *defined by the Supreme Court as follows, to wit:*[1]

   Misconduct is a transgression of some established and definite rule of action, more particularly, unlawful behavior or gross negligence by the public officer. It is the intentional wrongdoing or deliberate violation or a rule of law or standard behavior.

1 Besmonte vs. National Police Commission, 952 Phil 561 (2024)

In administrative cases, misconduct can be classified as either simple or grave. Simple misconduct has been defined as an unacceptable behavior which transgresses the established rules of conduct for public officers, work-related or not. On the other hand, **in grave misconduct, the elements of corruption, clear intent to violate the law, or flagrant disregard of an established rule must be manifest.**

4. **The Complainant failed to prove that Respondent acted with corruption.**

   The assailed Decision cannot be sustained because the complainant utterly failed to establish, by substantial evidence, that respondent acted with corruption.

5. **Corruption** as a qualifying element of Grave Misconduct, has been defined by the Supreme Court as the unlawful or wrongful use of one's official position to procure a benefit for oneself or for another. Thus, corruption necessarily contemplates the existence of a personal, pecuniary, or improper benefit derived from the questioned act.[2]

6. In the present case, the complainant failed to adduce any evidence that respondent personally received, appropriated, retained, or benefited from any portion of the collections. Neither was there any showing that respondent caused the collections to be diverted to her own use or to the benefit of any private individual.

7. The records are likewise bereft of evidence that respondent enriched herself or acquired any financial or material advantage by reason of the questioned collection.

8. On the contrary, the evidence shows that the collections formed part of the operational funds of the barangay-operated water system and were utilized to defray the actual expenses incurred by the barangay and in maintaining the continued operation of the water system for the benefit of the barangay residents.

9. Significantly, this honorable body dismissed the charged of Dishonesty against Respondent, thereby implicitly recognizing the absence of fraud, misappropriation, or unlawful conversion of the collections. This finding further negates any inference

2 Civil Service Commission vs. Belagan , 483 Phil 601, 623 (2004)

that respondent unlawfully used her office to obtain a personal benefit.

10. Absent substantial evidence that respondent used her official position to procure an improper benefit for herself or another, the essential element of corruption is wanting. Consequently, one of the indispensable requisites of Grave Misconduct is absent, and the finding of administrative liability cannot be sustained.

11. **Respondent did not act with clear intent to violate the law or with flagrant disregard of established rules.**

The second and third qualifying elements of Grave Misconduct-a clear intent to violate the law and flagrant disregard of established rules-are likewise absent.

The Supreme Court has consistently held that these qualifying circumstances must be established by substantial evidence and cannot be presumed from the mere commission of an irregular act.

12. In the present case, the complainant failed to present any evidence that respondent deliberately or knowingly violated the law. There is likewise no evidence that respondent was aware that the questioned cost-recovery measure was expressly prohibited by law and intentionally proceeded with the collection in defiance of such prohibition.

13. On the contrary, the evidence establishes that respondent, acting jointly with the BPWS administration, acted under the *honest and reasonable belief that they could actually recover* from consumers the actual operational costs necessarily incurred in maintaining the system.

14. Indeed, there is no evidence that respondent ignored any prior legal opinion, audit disallowance, directive, or judicial ruling specifically informing her that the questioned collection was unlawful. Neither is their evidence that she persisted in the collection despite knowledge that it violated a settled rule. In the absence of such proof, it cannot be reasonably concluded that respondent acted with a clear intent to violate the law of with flagrant disregard of established rules.

collection despite knowledge that it violated a settled rule. In the absence of such proof, it cannot be reasonably concluded that respondent acted with a clear intent to violate the law of with flagrant disregard of established rules.

15. Notably, this honorable body dismissed the charge of Dishonesty against the Respondent, thereby recognizing the absence of fraud and deceit and use of funds for her personal gain. This finding further negates any conclusion that respondent acted with a deliberate intent to violate the law.

16. Accordingly, the complainant failed to establish, by substantial evidence, the second and third qualifying elements required for Grave Misconduct.

17. In several cases involving public officials with charges of grave misconduct, the Supreme Court made the following pronouncement, to wit:

a. To be disciplined for grave misconduct or any grave offense, the evidence should be competent and must be derived from direct knowledge. There must be evidence, independent of the petitioner's failure to comply with the rules, which lead to the foregone conclusion that it was deliberate and was done precisely to procure some benefit for themselves or for another person.[3]

b. Neither can Espina's act be considered misconduct, grave or simple. The records are bereft of any proof that Espina was motivated by a premeditated, obstinate or deliberate intent of violating the law, or disregarding any established rule, or that he wrongfully used his position to procure some benefit for himself or for another person, contrary to duty and the rights of others.[4]

c. Indeed, while substantial evidence suffices to hold one administratively liable, it does not authorize any conclusion to be made as long as there is any evidence to support it; it does not excuse administrative agencies from taking into account countervailing evidence from fairly detracts from the evidence supporting a finding.[5]

3. Samonte vs. Jumawak, G.R. No. 249135, January 11, 2023
4. Ombudsman vs. Espina, G.R. No. 213500, March 15, 2017
5. Palaña vs. Ombudsman, G.R. No. 240301, August 12, 205
6. Germar vs. Legaspi, G.R. No. 232532, October 1, 2018

others , in the instances where there had been open defiance of a customary rule; in the repeated voluntary disregard of established rules in the procurement of supplies; in the practice of illegally collecting fees more than what is prescribed for delayed registration of marriages; when several violations or disregard of regulations governing the collection of government funds were committed ; and when the employee arrogated unto herself responsibilities that were clear beyond her given duties .

The common denominator in these cases was the employee's propensity to ignore the rules as clearly manifested by his or her actions.[7]

C. The *finding that* Respondent is guilty of Oppression and Abuse of Authority is not supported in facts and in law.

18. The finding of Oppression and abuse of authority is not supported by substantial evidence. The disconnection of complainant's water service was not arbitrary or motivated by malice but was affected pursuant to the barangay's established policy that all consumers who fail to pay their water bills are subject to automatic disconnection. This policy was uniformly applied to all delinquent consumers. Complainant was not singled out or subjected to discriminatory treatment.

19. Likewise, the alleged failure to immediately reconnect complainant's water service despite the parties' compromise agreement cannot be attributed to respondent as an act of oppression or abuse of authority. The delay in the reconnection resulted from circumstances beyond respondent's control, as the owner of the property where the pipeline was to passed refuses to grant permission.

20. Respondent had no legal authority to compel the property owner to allow the installation of the pipeline, as doing so would infringe upon the owner's property rights. Respondent cannot be held administratively liable for circumstances that were beyond her control and which she had no lawful authority to override. Moreover, Complainant was not completely deprived of access to water because she had an existing deep well as an alternative source of water and subsequently caused the installation of a separate water connection in the adjacent barangay.

6. Germar vs. Legaspi, G.R. No. 232532, October 1, 2018
7. Imperial, Jr. Vs. GSIS, G.R. No. 191224, October 4, 2011

21. Absent proof that respondent exercised her authority in an arbitrary, capricious, or oppressive manner, or exceeded bonds of her lawful authority, the charges of oppression and abuse of authority cannot be sustained.

III. CLOSING STATEMENT AND PRAYER

22. Ultimately, the assailed Decision is unsupported by both the evidence on record and settled jurisprudence. The complainant failed to discharge the burden of proving, by substantial evidence, that respondent acted with corruption, a clear intent to violate the law, or a flagrant disregard of established rules. Neither was their substantial evidence proving that Respondent acted arbitrarily, oppressively, or with bad faith to warrant the findings of oppression and abuse of authority.

23. The evidence instead demonstrated that respondent acted openly, transparently, and in good faith, motivated solely by her earnest desire to presence the continued operation of the BPWS and to ensure the uninterrupted delivery of potable water to residents.

24. The disconnection of complainant's water service was implemented pursuant to a uniformly applied policy on delinquent accounts, while the delay in reconnection was brought about by circumstances beyond respondent's control.

25. **WHEREFORE, premises considered, respondent respectfully prays that the assailed Decision be reconsidered and set aside, and that the charges for Grave Misconduct, Oppression and Abuse of Authority be dismissed for failure of the complainant to establish the elements of the offense.**

26. Aside from the foregoing, Respondent likewise respectfully informs this Honorable Office that a copy of the decision was subsequently posted on social media. The public dissemination of the Decision has exposed respondent to unnecessary ridicule, embarrassment and public humiliation, causing prejudice to her reputation as an elected public official and as a member of the community.

27. Respondent respectfully submits that such publication appears to be contrary to Section 22 of Ordinance No. 28, Series of 2026, which prohibits the unauthorized disclosure or publication of decisions and records covered by its confidentiality provisions. While respondent does not, at this time, seek any determination of liability in these proceedings with respect to the unauthorized publication, she deems it proper to bring this matter to the attention of this Honorable Office for its appropriate consideration.

28. The unauthorized dissemination of the assailed Decision likewise undermines the integrity and orderly administration of this proceeding by exposing a party to public judgment and condemnation before the Decision has attained finality. *Administrative due process includes the opportunity to seek* reconsideration and, where available, judicial review. Public circulation of a non-final decision frustrates this remedies by subjecting the respondent to unwarranted public opinion before the proceedings have been conclusively terminated.

29. In view thereof, Respondent further prays that this Honorable Office take notice of the foregoing circumstances and take action as it may deem necessary regarding the unauthorized dissemination of the assailed Decision.

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

CERTIFICATION

I hereby certify that copy of the foregoing Motion was furnished to the Complainant, Meriam C. Parado-Devaras at her residence in Barangay Parasan, Jaro, Leyte through registered mail per registry receipt number _____ on _____.

HON. CLEOFE SALIENTE
Respondent

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Meriam Parado Devaras ► Taga-Parasan kami!

• Join

Jul 4 •

Adi na po an decision han Jaro Sanggunian Bayan regarding han amun reklamu regarding han water supply ha Brgy Parasan, Jaro, Leyte...

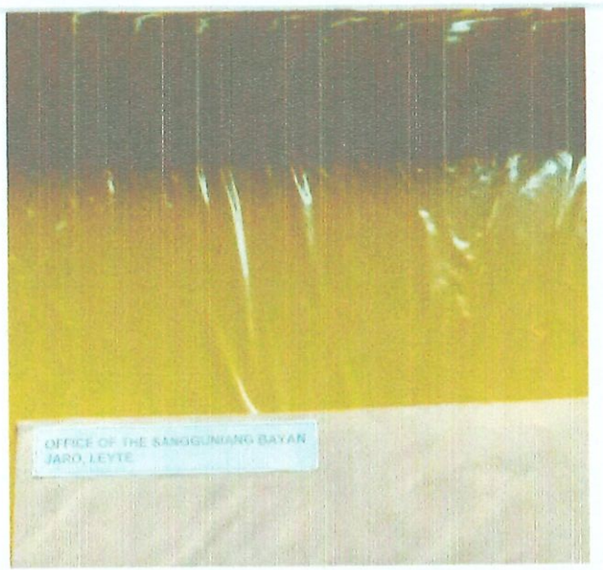
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325 Comments

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Open app

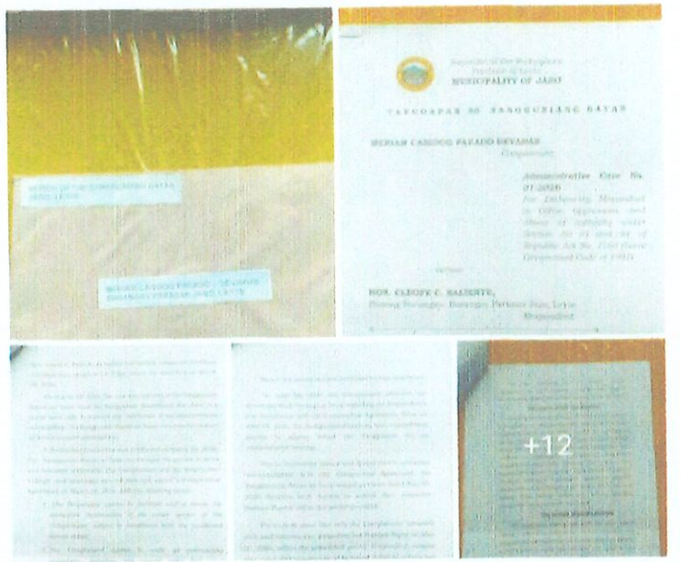
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Taga-Parasan kami! • Join
Meriam Parado Devaras • Jul 4 •

Adi na po an decision han Jaro Sanggunian Bayan regarding han amun reklamu regarding han water supply ha Brgy Parasan, Jaro, Leyte...



11

325 Comments

11

325

2

Most relevant

Answer as Cris

July 06, 2026

THE HONORABLE MEMBERS
Sangguniang Bayan
Municipality of Jaro, Leyte
SB Session Hall, Multi-Purpose Building
Jaro, Leyte

SB OFFICE
RECEIVED
DATE: 07/7/2026 10:55 AM
BY:

THRU: **HON. PEDRO B. TAÑALA, JR.**
Municipal Vice Mayor
SB Presiding Officer

RE: **Request for the Immediate Execution of Suspension Against Hon. Cleofe C. Saliente (Administraive Case No. 01-2026)**

Dear Honorable Members of the Sangguniang Bayan:

This formal letter is submitted to respectfully request the immediate execution and implementation of the suspension order rendered against **HON. CLEOFE C. SALIENTE**, Punong Barangay of Barangay Parasan.

As explicitly shown in the attached Decision of this Honorable Body dated June 19, 2026, Respondent Saliente was found administratively liable for **GRAVE MISCONDUCT, OPPRESSION, and ABUSE OF AUTHORITY**. Consequently, the Sanggunian imposed the penalty of suspension from office for a period of **six (6) months without pay**.

Under **Section 68 of Republic Act No. 7160**, otherwise known as the Local Government Code of 1991, it is explicitly mandated that:

> *"Section 68. Execution Pending Appeal. – "**An appeal shall not prevent a decision from becoming final or executory…**"* .

In view of this clear statutory mandate, any potential or pending appeal filed by the Respondent does not stay or halt the execution of the penalty imposed by this Honorable Body. The decision remains immediately executory to safeguard the integrity of public office and prevent any further disruption or abuse within Barangay Parasan.

Accordingly, I humbly urge the Honorable Body to immediately coordinate with the appropriate executing authorities, including the Department of the Interior and Local Government (DILG) and the Local Government of Jaro, Leyte, to enforce the six-month suspension without pay without further delay.

Thank you for your prompt attention to this matter of urgent public interest and for your unwavering commitment to accountability and good governance.

Respectfully yours,

Meriam P. Devaras

MERIAM CABIDOG PARADO-DEVARAS
Complainant

Copy furnished:

MUNICIPAL LOCAL GOVERNMENT OPERATIONS OFFICER (MLGOO)
Department of the Interior and Local Government (DILG)
Jaro, Leyte

OFFICE OF THE OMBUDSMAN – VISAYAS
Tacloban Regional/Satellite Office
3/F LY Building, Fatima Village, Barangay 77, Tacloban City

SB OFFICE
CERTIFIED PHOTOCOPY
DATE: 10/9/2026
BY:

Republic of the Philippines
Province of Leyte
Municipality of Jaro
SANGGUNIANG BAYAN
SB Session Hall, Multi-Purpose Building
Jaro, Leyte

SB OFFICE RECEIVED
DATE: 05/21/2026 11:15 AM
BY:

SB OFFICE
CERTIFIED PHOTOCOPY
DATE: 10/9/2026
BY:

MERIAM CABIDOG PARADO-DEVARAS,
Complainant,

- versus -

HON. CLEOFE C. SALIENTE,
PUNONG BARANGAY OF
PARASAN, JARO LEYTE
Respondent.

Administrative Case No.
01-2026

For: Dishonesty, Misconduct in Office, Oppression, and Abuse of Authority under Section 60 (c) and (e) of R.A. No. 7160 (Local Government Code of 1991)

x----------x

COMPLAINANT'S POSITION PAPER

COMES NOW, the undersigned Complainant, unto this Honorable Sangguniang Bayan, most respectfully submits this Position Paper for the above-entitled case and in support thereof avers that:

I. TIMELINESS

1. On May 6, 2026, the Complainant received the Order to submit a Position Paper, dated May 5, 2026, of the Honorable Sangguniang Bayan. From receipt thereof, the Complainant has fifteen (15) days to file the said pleading or until May 21, 2026. Ergo, this Position Paper is timely filed;

II. STATEMENT OF FACTS

2. On February 4, 2026, the Complainant filed a Verified Complaint against the Respondent, Hon. Cleofe S. Saliente, incumbent Punong Barangay of Barangay Parasan, Jaro, Leyte, for Dishonesty, Misconduct in Office, Oppression, and Abuse of Authority under Section 60 (c) and (e) of Republic Act No. 7160 (Local Government Code of 1991);

Meriam P-Devaras

3. The complaint stemmed from the irregular management by the Respondent of the Barangay Parasan Water System ("BPWS"), as its President and Collecting Officer. The Respondent imposed and collected a "12% VAT"[1] from consumers, despite BPWS not being a VAT-registered entity, which was later deceptively relabeled as "Maintenance"[2] fees;

4. Furthermore, the Respondent unilaterally increased water tariffs by Php 2.00/m³ and imposed an arbitrary "water loss"[3] charge without an enabling barangay ordinance;

5. On October 30, 2025, the Complainant, together with twenty-six (26) constituents of Barangay Parasan, signed and submitted a formal complaint to the Department of the Interior and Local Government (DILG)[4] which detailed the grievances raised by the residents Barangay Parasan, specifically: the 12% VAT imposed by the BPWS under the Respondent's leadership, the unexplained surge in water consumption charges (including the Php 2.00/m³ increase), and the demand for a comprehensive audit of the 12% VAT collections from 2019 to the present. However, instead of addressing these queries with transparency or staying the imposition of fees, the BPWS, under Respondent's direction, unilaterally increased the water tariff;

6. Instead of answering the questions raised by the residents through the DILG, the Respondent, without serving a Notice of Disconnection to the Complainant, approved a clandestine, handwritten "Memorandum of Agreement" dated November 18, 2025[5] to summarily and permanently disconnect the Complainant's water connection;

7. During the pendency of this administrative case before the Honorable Sangguniang Bayan, the Complainant and the Respondent entered into and signed a Compromise Agreement[6] on March 24, 2026, under the following terms:

    a. The Respondent agreed to facilitate and/or cause the immediate reconnection of the water service of the

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[1] Annex "B and series" of the Complainant's Verified Complaint
[2] Annex "C" of the Complainant's Verified Complaint
[3] Annex "D" of the Complainant's Verified Complaint
[4] Annex "E" of the Complainant's Verified Complaint
[5] Annex "F" of the Complainant's Verified Complaint
[6] Exhibit "A"

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complainant, subject to compliance with the conditions therein stated;

b. The Complainant agreed to settle all outstanding obligations, including any unpaid water bill and reconnection fees; and

c. Upon compliance with the terms thereof, the agreement shall constitute a full and final settlement of the dispute between the parties thereby waiving any further claims arising therefrom.

8. In compliance with her obligations under the Compromise Agreement, the Complainant fully settled and paid her outstanding payables in the total amount of Php 1,707.00, as evidenced by a handwritten proof of payment[7] signed by the Barangay Secretary, Jarlyn Diola, on March 30, 2026;

9. However, despite Complainant's faithful compliance, the Respondent failed and refused to facilitate or cause the immediate reconnection of Complainant's water service, in clear violation of the Compromise Agreement;

10. Consequently, the Complainant informed this Honorable Body through a letter dated April 8, 2026[8] regarding the Respondent's non-compliance with the Compromise Agreement;

11. Due to the unresolved issues and Respondent's continued refusal to reconnect Complainant's water service, the Honorable Sangguniang Bayan issued an Order dated May 5, 2026 directing the parties to submit their respective Position Papers.

III. ISSUE

Whether the Respondent should be held administratively liable for Dishonesty, Misconduct in Office, Oppression, and Abuse of Authority under Sections 60(c) and 60(e) of Republic Act No. 7160.

[7] Exhibit "B"
[8] Exhibit "C"

Mer P. Alvarez

IV. ARGUMENTS AND DISCUSSIONS

RESPONDENT'S DEFENSE REGARDING ALLEGED NON-JOINDER OF INDISPENSABLE PARTIES IS WITHOUT MERIT.

12. The argument of the Respondent that the Complaint allegedly failed to implead indispensable parties because the implementation of the BPWS involved other barangay officials and entities pursuant to the Memorandum of Agreement with Leyte Metropolitan Water District (LMWD) and Primewater deserves no merit;

13. Jurisprudence dictates that in administrative proceedings, technical rules of procedure and evidence are not strictly applied and administrative due process cannot be fully equated with due process in its strict judicial sense[9];

14. The rule on "indispensable parties" is a concept in civil procedure and is not controlling in administrative cases absent express adoption. In other words, administrative proceedings are not governed by all technical rules applicable to regular courts;

15. The fact that other barangay officials have participated in the management of the BPWS does not preclude the filing of an administrative complaint solely against Respondent, especially where the acts complained of were undertaken under her authority and leadership as the BPWS President and Collecting Officer;

RESPONDENT COMMITTED DISHONESTY AND MISCONDUCT IN OFFICE THROUGH THE UNAUTHORIZED COLLECTION OF CHARGES WITHOUT LEGAL BASIS, TRANSPARENCY, AND ACCOUNTABILITY.

16. The records indubitably show that Respondent, acting in her capacity as Punong Barangay and as President/Collecting Officer of the BPWS, caused the collection of charges denominated as "12% VAT" from consumers as shown in BPWS' water billing statements despite the fact that the BPWS is not a VAT-registered entity and does not issue BIR-authorized official receipts;

[9] Palao v. Florentino International, Inc., G.R. No. 186967, January 18, 2017

17. Respondent attempts to evade liability by claiming that the issue involves interpretation and enforcement of tax laws allegedly falling exclusively within the authority of the Bureau of Internal Revenue (BIR). Such argument is misplaced;

18. The principal issue in this administrative case is not whether the BIR should assess taxes or determine tax deficiencies in relation to the operation of BPWS, but whether Respondent, as a public official, committed dishonesty, misconduct, oppression, and abuse of authority in the exercise of her official functions;

19. The Complaint merely points out factual circumstances demonstrating irregularity and bad faith, namely: the collection of charges denominated as "12% VAT" on top of the actual consumption charges. The Complainant argues that charging this "tax" is entirely improper, considering that the BPWS is not a VAT-registered entity and does not issue BIR-accredited receipts to support collection of taxes in the guise of "12% VAT";

20. Significantly, Respondent herself admitted in her Verified Answer that the separate imposition of the "12% VAT" upon consumers was eventually discontinued after LMWD representatives clarified during the September 4, 2025 assembly that VAT was already included in the bulk water charges billed by Primewater to the BPWS. Such admission effectively confirms that the separate imposition of a "12% VAT" upon individual consumers was improper and unnecessary;

21. More importantly, the Respondent failed to address the issue repeatedly raised by the consumers of BPWS which is the absence of transparency, liquidation, and accounting of collections, particularly the "12% VAT" component which was later relabeled as "Maintenance". The mere relabeling of the charge does not cure the irregularity surrounding its collection;

22. The Respondent's invocation of good faith deserves scant consideration. Even assuming arguendo that the initial imposition of the "12% VAT" was patterned after the billing structure of LMWD and Primewater, the Respondent nevertheless continued collecting substantially similar charges under another label, namely "Maintenance," after the questioned "VAT" collections were exposed during the barangay assembly;

mew P. Devara

23. The Respondent failed to provide any proper accounting or transparency regarding the usage of said "12% VAT", failing to show whether it was actually remitted to Primewater or even considered for a refund to the consumers after its separate imposition was discovered to be improper;

24. The Respondent likewise admitted the imposition of maintenance fees and increases allegedly to cover operational expenses such as repairs, maintenance, labor, and systems losses. The Complainant does not dispute that a water distribution system necessarily incurs operational expenses. However, the existence of operational expenses does not authorize Respondent to arbitrarily impose charges without proper ordinance, transparency, or accounting such as in the present case;

25. As a public official, Respondent is mandated to observe transparency and accountability. The active refusal to provide a liquidation or accounting of the "VAT" collections, later deceptively relabeled as "Maintenance", causes undue injury to the consumers of Barangay Parasan. This lack of transparency, coupled with the arbitrary relabeling of funds, strongly suggests a violation of Section 3(e) of Republic Act No. 3019 (Anti-Graft and Corrupt Practices Act), which prohibits public officers from causing any undue injury to any party through manifest partiality, evident bad faith, or gross inexcusable negligence;

26. Under the R.A. 7610 (Local Government Code of 1991), any imposition of taxes, fees, or charges, must be implemented through a valid Barangay Ordinance duly enacted by the Sangguniang Barangay and subjected to public hearings. The Respondent's unilateral imposition of the 12% "VAT," the Php 2.00/m^3 tariff increase, and the "water loss" charges were done without the benefit of any ordinance, making these collections ultra vires and legally infirm;

27. Furthermore, residents repeatedly requested liquidation reports and accounting of the collections during barangay assemblies. Instead of providing transparency, Respondent allegedly scolded the residents and even stated: *"It dire nasugot, pautod nala kamo."*, and further declared *"Ako la it naka MOA, dire it mga konsumidor. Salit pautod nala it dire nasugot."*

Mem P. Alvarez

28. These statements unmistakably demonstrate Respondent's arbitrary and retaliatory attitude toward consumers questioning the charges;

29. Respondent likewise attempts to disclaim responsibility by arguing that the BPWS was implemented pursuant to a MOA[10] involving LMWD and Primewater, and that the barangay did not exercise complete or exclusive control over the water system. This argument is misleading;

30. The participation of LMWD and Primewater is limited to the supply of bulk water to Barangay Parasan pursuant to the MOA. Their participation does not extend to the internal management and operation of the BPWS, which include the individual billing to consumers, collection of payments, maintenance fees, disconnection and reconnection, enforcement of policies, and the daily operations of the BPWS;

31. Respondent herself exercised authority over the implementation and enforcement of the questioned policies. She cannot now invoke such authority when imposing charges and disconnecting consumers, then disown responsibility when administrative accountability is sought;

32. Respondent likewise invokes the presumption of regularity in the performance of official duties. However, such presumption is merely disputable and cannot prevail over affirmative evidence showing arbitrariness, irregularity, and bad faith.

33. In the instant case, substantial evidence exists showing: the imposition of charges without the corresponding ordinance approving the same; absence of proper accounting and liquidation with respect to the "12% VAT", "Maintenance", and "Water Loss" charges; retaliatory conduct against questioning consumers; and arbitrary implementation of disconnection without due notice to the concerned consumers, including the Complainant. These circumstances sufficiently overcome any presumption of regularity;

RESPONDENT COMMITTED OPPRESSION AND ABUSE OF AUTHORITY WHEN SHE CAUSED THE DISCONNECTION OF COMPLAINANT'S WATER

[10] Annex "A" of the Complainant's Verified Complaint

SERVICE WITHOUT DUE PROCESS AND REFUSED RECONNECTION DESPITE THE COMPROMISE AGREEMENT.

34. The disconnection of Complainant's water service was carried out without prior written notice and without affording Complainant an opportunity to be heard;

35. Respondent attempts to justify the disconnection by claiming that it resulted from non-payment. Such defense is incomplete and misleading;

36. The Verified Complaint expressly alleged that Complainant manifested willingness to pay her actual lawful water consumption charges, but Respondent refused to accept payment unless the disputed and unauthorized charges were likewise included;

37. More importantly, granting that unpaid obligations existed, Respondent still failed to observe procedural due process prior to disconnection considering that the Complainant was never formally served a written Notice of Disconnection nor afforded any meaningful opportunity to contest the questioned charges;

38. Water is a basic human necessity and access to it is a protected right. In *Ardiente v. Pastorfide, et al*[11], the Supreme Court ruled that even if a utility operator has a right to disconnect service, such right must be exercised with justice, honesty, and good faith. Disconnection without prior notice, or maintaining a disconnection out of malice, constitutes a violation of Article 19 of the New Civil Code.

39. Instead, the Respondent approved a handwritten "Memorandum of Agreement"[12] dated November 18, 2025 purportedly authorizing the permanent disconnection of Complainant's water connection. Said meeting was conducted without notice to or participation by the Complainant;

40. The disconnection occurred immediately after the Complainant and other residents sought intervention[13] from the DILG and

[11] G.R. No. 161921, July 17, 2013
[12] Annex "F" of the Complainant's Verified Complaint
[13] Annex "E" of the Complainant's Verified Complaint

Mlw P. Serrano

demanded an audit and accounting of the collections imposed by the BPWS;

41. Rather than addressing the concerns transparently, Respondent singled out Complainant and caused the disconnection of her water service;

42. The timing of the disconnection of Respondent's water line in violation of due process, occurring immediately after Complainant sought intervention from the DILG for an audit, clearly demonstrates that the act was not a legitimate enforcement of water system rules but a retaliatory measure. This act was specifically intended to harass, intimidate, and punish the Complainant for being vocal in demanding accountability and transparency regarding the collection of fees by the BPWS. Such a vindictive exercise of power is the very essence of oppression as contemplated by Section 60 of the Local Government Code.

43. Respondent's bad faith became even more evident after the execution of the Compromise Agreement dated March 24, 2026, in which the Complainant faithfully complied with her total obligations and paid the amount of Php 1,707.00;

44. Despite such compliance, Respondent still failed and refused to facilitate or cause the reconnection of Complainant's water service. Thus, even assuming the original disconnection was allegedly due to non-payment, such issue was already rendered moot by the subsequent Compromise Agreement and Complainant's full compliance therewith;

45. Respondent's continued refusal to reconnect the water service despite full payment clearly demonstrates that the disconnection was not merely about enforcement of payment obligations, but was tainted with bad faith, retaliation, oppression and abuse of authority;

SUBSTANTIAL EVIDENCE EXISTS TO ESTABLISH RESPONDENT'S ADMINISTRATIVE LIABILITY

46. Dishonesty has consistently been defined in administrative jurisprudence as the concealment or distortion of truth in a matter connected with one's office or the disposition to lie, cheat, deceive, or defraud. It encompasses not only outright

Mem P. Llevares

misappropriation or personal enrichment, but likewise untrustworthiness, lack of integrity, lack of honesty, probity or integrity in principle, lack of fairness and straightforwardness, disposition to defraud, deceive or betray[14];

47. Respondent attempts to evade liability by arguing that Complainant allegedly failed to prove unlawful enrichment, diversion of public funds, or personal appropriation of collections. This argument is legally flawed;

48. A public officer may be held administratively liable for dishonesty where the evidence demonstrates deliberate misrepresentation, concealment of material facts, deceptive conduct, or bad faith in the exercise of official functions;

49. The Water Billing Statements attached to the Verified Complaint clearly show that the BPWS imposed an additional charge expressly denominated as "12% VAT" on top of the consumers' actual water consumption charges. These billing statements are direct documentary evidence of the questioned collections;

50. Significantly, the Respondent herself admitted in her Verified Answer that such separate "12% VAT" component was eventually discontinued after LMWD representatives clarified during the September 4, 2025 assembly that VAT was already included in the bulk water charges billed to the BPWS;

51. This admission substantially corroborates Complainant's allegation that the separate imposition of the "12% VAT" upon individual consumers was improper;

52. Moreover, the billing statements likewise demonstrate that after public objections were raised regarding the "12% VAT," the same charge merely reappeared under another denomination, specifically "Maintenance";

53. This circumstance supports the Complainant's allegation that instead of genuinely rectifying the questioned collections, Respondent merely changed the label of the charge without addressing the underlying issue of transparency, accounting, and legal basis. Instead of transparently explaining the nature, computation, utilization, and legal basis of the collections,

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[14] *Committee on Security and Safety, Court of Appeals v. Dianco, et al.*, A.M. No. CA-15-31-P, June 16, 2015.

Mem P- Decena

Respondent merely altered the label appearing on the billing statements;

54. Such conduct reasonably creates the impression that the change was intended not to correct the irregularity, but to avoid further scrutiny while continuing substantially similar collections;

55. Thus, the billing statements constitute substantial evidence of the unauthorized and arbitrary imposition of charges under Respondent's administration;

56. The refusal or failure to provide transparent accounting despite repeated demands from residents demonstrates concealment inconsistent with good faith administration of public-related funds;

57. Hence, totality of Respondent's acts demonstrates a pattern of deceptive and dishonest conduct in the management and implementation of the BPWS;

58. Taken collectively, the documentary evidence, Respondent's own admissions, the chronology of events, and the surrounding circumstances establish substantial evidence sufficient to hold Respondent administratively liable under Sections 60(c) and 60(e) of Republic Act No. 7160;

59. Ultimately, this case transcends a mere dispute over water billing or service disconnection. At its core lies the fundamental principle that public office is a public trust. As Punong Barangay and head of the Barangay Parasan Water System, Respondent was duty-bound to exercise her authority with transparency, fairness, accountability, and respect for the rights of her constituents;

60. Instead of fostering trust and openness, the records show a pattern of arbitrary imposition of charges, refusal to provide proper accounting, retaliatory treatment against dissenting consumers, and disregard of due process and even of obligations voluntarily undertaken through the Compromise Agreement;

61. Public officials are not vested with authority to silence criticism, suppress legitimate inquiries, or wield public power as an instrument of retaliation;

Mem P. Decena

62. The Constitution demands from every public officer the highest degree of integrity, responsibility, and accountability to the people they serve. Respondent's actuations, viewed collectively, constitute a clear departure from these constitutional and statutory standards, thereby warranting the exercise by this Honorable Sangguniang Bayan of its disciplinary authority under the Local Government Code.

PRAYER

WHEREFORE, premises considered, the Complainant respectfully prays that after due consideration, judgment be rendered by the Honorable Sangguniang Bayan:

1. **FINDING** Respondent Hon. Cleofe S. Saliente **administratively liable** for Dishonesty, Misconduct in Office, Oppression, and Abuse of Authority under Sections 60(c) and 60(e) of Republic Act No. 7160;

2. **IMPOSING** upon Respondent the appropriate administrative penalties as warranted under the circumstances; and

3. **GRANTING** such other reliefs just and equitable under the foregoing circumstances.

RESPECTFULLY SUBMITTED.

21 May 2026, Jaro, Leyte.

Meriam P- Devaras

MERIAM CABIDOG PARADO-DEVARAS
Complainant

Copy furnished:

Hon. Cleofe C. Saliente
Brgy. Hall, Parasan, Jaro, Leyte

VERIFICATION

I, **MERIAM CABIDOG PARADO-DEVARAS**, Filipino, of legal age, married, a resident of Barangay Parasan, Jaro, Leyte, after having been duly sworn to in accordance with law do hereby state that:

1. I am the Complainant in the above-entitled Position Paper;

2. I have caused its preparation and have read and understood the same and all the allegations contained therein are true and correct out of my own personal knowledge and/or based on authentic records;

3. I have understood that the pleading is not filed to harass, cause unnecessary delay, or needlessly increase the cost of litigation;

4. I have understood that the factual allegations therein have evidentiary support or, if specifically so identified, will likewise have evidentiary support after a reasonable opportunity for discovery.

IN WITNESS WHEREOF, I have hereunto affixed my signature, this MAY 2 1 2026 in TACLOBAN CITY.

Meriam P - Devaras

MERIAM CABIDOG PARADO-DEVARAS
Affiant
PRC ID No. 0807675

SUBSCRIBED AND SWORN TO before me this MAY 2 1 2026, affiant showing to me her competent proof of identity and swore before me that she has fully understood the contents and allegations in the foregoing instrument and that the same is her free and voluntary act and deed.

Witness my hand and seal in the date and place above-written.

Doc. No.: 293
Page No.: 60
Book No.: I
Series of 2026.

ATTY. DALTON A. TAN
NOTARY PUBLIC
ROLL NO. 88908
TACLOBAN CITY, LEYTE, PHILIPPINES

ATTY. DALTON A. TAN
Notary Public for Tacloban City and Leyte
Commission No. 2026-04-132, valid until 12-31-2027
B1 L6 Richwell Village, Brgy. 94 Tigbao, Tacloban City
Roll of Attorneys No. 88908
IBP O.R. No. INV 571386 | 12-24-2025 | Leyte
PTR No. 8819790 | 01-17-2026 | Tacloban City
MCLE Compliance No. VIII – 0009113 | 04-14-2028

EXHIBIT "A"

Republic of the Philippines
Province Of Leyte
MUNICIPALITY OF JARO

TANGGAPAN NG SANGGUNIANG BAYAN

MERIAM CABIDOG PARADO-DEVARAS
Complainant.

Administrative Case No. 01-2026
For: Dishonesty, Misconduct in Office, Oppression, and Abuse of Authority

versus-

HON. CLEOFE S. SALIENTE,
Punong Barangay
Barangay Parasan Jaro, Leyte
Respondent.

x----------x

COMPROMISE AGREEMENT

UNDERSIGNED PARTIES, after undergoing Preliminary Conference before the Sanggunian Bayan en Banc of Jaro, Leyte, herein parties hereby willingly and knowingly enter into Compromise Agreement, the terms and conditions of which are as follows:

1. The Respondent agrees to facilitate and/or cause the **immediate reconnection of the water service** of the Complainant, subject to compliance with the conditions herein stated;

2. The Complainant agrees to **settle all outstanding obligations**, including any unpaid water bills and reconnection fees on or before March 25, 2026; and

3. Upon full compliance with the terms of this Agreement, particularly the payment of dues and reconnection of service, constitute a **full and final settlement** of the dispute between the parties concerning the subject matter herein, and both parties hereby waive any further claims arising therefrom.

IN WITNESS WHEREOF, the Parties hereto have mutuality and voluntarily agreed to the above stipulations, and sign this Agreement at Sanggunian Bayan Legislative Building Jaro, Leyte on this 24th day of March 2026.

MERIAM CABIDOG PARADO-DEVARAS
Complainant

HON. CLEOFE S. SALIENTE
Respondent

Approved by:

HON. FRANCISCO R. ALTRES
Presiding Officer

EXHIBIT "B"

Note: kulang payment

October - 443.00
Nov. - 200.00
Dec. - 564.00
1,707.00
- 1,000.00 payment 3-28-26
707.00 Balance

03-30-26

Norma payment balance of water bill - ₱707.00

Mercedes

BARANGAY PARASAN WATER SYSTEM

BRGY. PARASAN JARO, LEYTE

WATER BILLING STATEMENT

ME OF CONSUMER: Meriam Devaras MONTH OF: October 2025

9/28/25	10/27/25	207	192	15	40	600		600.-w

UE DATE: October 27, 2025

(PLEASE PAY ON OR BEFORE DUE DATE)

PAYMENT RECEIVED BY:

Note: Jhun recieved: 03/28/26
1,000.-w payment

₱ 343.-w
₱ 943.-w Local

HON. CLEOFE C. SALIENTE
PAYMENT COLLECTOR

BARANGAY PARASAN WATER SYSTEM

BRGY. PARASAN JARO, LEYTE

WATER BILLING STATEMENT

Note: Agreement of all Consumers: Below 5 cubics consume an kabayanan is minimum of 5 cubics equivalent 200.-w. Naglabaw na kita sa minimum.

NAME OF CONSUMER: Meriam Devaras MONTH OF: Nov. 2025

READING DATE		READINGS		No. of Consumed	Rate Per Cu. M	TOTAL	DISCOUNT	NET DUE
FROM	TO	PRESENT	PREVIOUS					
10-27-25	11-27-25	208	207	1	40	40.-w		200.-w

DUE DATE: 11-29-25
(PLEASE PAY ON OR BEFORE DUE DATE)

NOTE: 10% ADDITIONAL CHARGE IF PAID AFTER DUE DATE

PAYMENT RECEIVED BY:

for: Jhun
HON. CLEOFE C. SALIENTE
PAYMENT COLLECTOR

Meri P-Devaras

EXHIBIT "C"

April 08, 2026

THE HONORABLE MEMBERS
Sangguniang Bayan
Municipality of Jaro, Leyte
SB Session Hall, Multi-Purpose Building
Jaro, Leyte

04/13/2026 12:05 PM

THRU: **HON. FRANCISO R. ALTRES**
Presiding Officer

RE: **Violation of the Compromise Agreement relative to Administrative Case No. 01-2026**

Dear Honorable Members of the Sangguniang Bayan:

I am writing to formally bring to the attention of this Honorable Body the **non-compliance** of the Respondent, Hon. Cleofe S. Saliente, with the terms of the Compromise Agreement signed and approved on March 24, 2026.

Pursuant to Item No. 2 of the said agreement, I have fully fulfilled my obligation to settle all outstanding payables. I paid the unpaid water bills and other charges on March 28 and 30, 2026, totaling Php 1,707.00. Attached to this letter is a copy of the proof of payments as concrete evidence of my full compliance with the financial requirements of the agreement.

However, despite my compliance, the **Respondent has failed to fulfill** the reciprocal obligation stated in Item No. 1, which is to cause the **immediate reconnection** of my water service. As of this date, my water line remains disconnected. This inaction constitutes a clear and willful violation of our signed agreement.

In view of this breach of faith and contract, I most respectfully urge the Sangguniang Bayan to:

1. **Declare the Compromise Agreement nullified** due to the Respondent's failure to perform her mandated obligations therein; and
2. **Proceed with the hearing of Administrative Case No. 01-2026** for Dishonesty, Misconduct in Office, Oppression, and Abuse of Authority.

I look forward to your immediate action on this matter to ensure that justice is served and my access to basic services is restored without further delay.

Respectfully yours,

Meriam P. Devaras

MERIAM CABIDOG PARADO-DEVARAS
Complainant

Republic of the Philippines
Province of Leyte
MUNICIPALITY OF JARO

TANGGAPAN NG SANGGUNIANG BAYAN

MERIAM CABIDOG PARADO-DEVARAS
Complainant,

Administrative Case No. 01-2026
For: Dishonesty, Misconduct in Office, Oppression, and Abuse of Authority under Section 60 (c) and (e) of Republic Act No. 7160 (Local Government Code of 1991)

versus-

HON. CLEOFE S. SALIENTE,
Punong Barangay, Barangay Parasan Jaro, Leyte
Respondent.

x----------x

SB OFFICE
CERTIFIED PHOTOCOPY
DATE: 10/9/2026
BY:

ORDER

Records show that the parties previously entered into a Compromise Agreement dated 24 March 2026 in an effort to amicably settle the case. However, it appears that the terms and conditions of the said agreement were not fully complied with, thereby necessitating the continuation of these proceedings.

In observance of the fundamental requirements of due process, this Honorable Sangguniang Bayan hereby directs both parties to submit their respective Position Papers to aid in the just and expeditious disposition of this case.

Accordingly, the **Complainant** and the **Respondent** are hereby **ORDERED** to submit their respective **Position Papers**, which shall contain:

- A clear and concise statement of facts;
- The issues for resolution;
- Arguments and applicable laws or jurisprudence; and
- Supporting evidence, including affidavits of witness/ess and other relevant documents.

Both parties are hereby given a **non-extendible period of fifteen (15) days** from receipt of this Order within which to submit their Position Papers before this Honorable Body.

Failure on the part of either party to comply within the prescribed period shall be construed as a waiver of their right to submit the same, and this case shall thereafter be deemed submitted for resolution based on the available records.

SO ORDERED.

Jaro, Leyte, Philippines. 5 May 2026.

HON. PEDRO B. TAÑALA JR.
Presiding Officer/Vice Mayor

Copy furnished:

MERIAM CABIDOG PARADO-DEVARAS
Complainant

CLEOFE S. SALIENTE,
Respondent

Received by:

Republic of the Philippines
Province Of Leyte
MUNICIPALITY OF JARO

TANGGAPAN NG SANGGUNIANG BAYAN

MERIAM CABIDOG PARADO-DEVARAS
Complainant,

Administrative Case No. 01-2026
For: Dishonesty, Misconduct in Office, Oppression, and Abuse of Authority

versus-

HON. CLEOFE S. SALIENTE,
Punong Barangay
Barangay Parasan Jaro, Leyte
Respondent.

x----------x

SB OFFICE
CERTIFIED PHOTOCOPY
DATE: 16/9/2026
BY:

COMPROMISE AGREEMENT

UNDERSIGNED PARTIES, after undergoing Preliminary Conference before the Sanggunian Bayan en Banc of Jaro, Leyte, herein parties hereby willingly and knowingly enter into Compromise Agreement, the terms and conditions of which are as follows:

1. The Respondent agrees to facilitate and/or cause the **immediate reconnection of the water service** of the Complainant, subject to compliance with the conditions herein stated;

2. The Complainant agrees to **settle all outstanding obligations**, including any unpaid water bills and reconnection fees on or before March 25, 2026; and

3. Upon full compliance with the terms of this Agreement, particularly the payment of dues and reconnection of service, constitute a **full and final settlement** of the dispute between the parties concerning the subject matter herein, and both parties hereby waive any further claims arising therefrom.

IN WITNESS WHEREOF, the Parties hereto have mutuality and voluntarily agreed to the above stipulations, and sign this Agreement at Sanggunian Bayan Legislative Building Jaro, Leyte on this 24th day of March 2026.

MERIAM CABIDOG PARADO-DEVARAS
Complainant

HON. CLEOFE S. SALIENTE
Respondent

Approved by:

HON. FRANCISCO R. ALTRES
Presiding Officer

SB OFFICE
RECEIVED
DATE 03/24/2026 12:10

SB OFFICE
CERTIFIED PHOTOCOPY
DATE: 04/09/2026
BY:

April 08, 2026

04/13/2026 12:08 PM

THE HONORABLE MEMBERS
Sangguniang Bayan
Municipality of Jaro, Leyte
SB Session Hall, Multi-Purpose Building
Jaro, Leyte

THRU: **HON. FRANCISO R. ALTRES**
Presiding Officer

RE: **Violation of the Compromise Agreement relative to Administrative Case No. 01-2026**

Dear Honorable Members of the Sangguniang Bayan:

I am writing to formally bring to the attention of this Honorable Body the non-compliance of the Respondent, Hon. Cleofe S. Saliente, with the terms of the Compromise Agreement signed and approved on March 24, 2026.

Pursuant to Item No. 2 of the said agreement, I have fully fulfilled my obligation to settle all outstanding payables. I paid the unpaid water bills and other charges on March 28 and 30, 2026, totaling Php 1,707.00. Attached to this letter is a copy of the proof of payments as concrete evidence of my full compliance with the financial requirements of the agreement.

However, despite my compliance, the **Respondent has failed to fulfill** the reciprocal obligation stated in Item No. 1, which is to cause the **immediate reconnection** of my water service. As of this date, my water line remains disconnected. This inaction constitutes a clear and willful violation of our signed agreement.

In view of this breach of faith and contract, I most respectfully urge the Sangguniang Bayan to:

1. **Declare the Compromise Agreement nullified** due to the Respondent's failure to perform her mandated obligations therein; and
2. **Proceed with the hearing of Administrative Case No. 01-2026** for Dishonesty, Misconduct in Office, Oppression, and Abuse of Authority.

I look forward to your immediate action on this matter to ensure that justice is served and my access to basic services is restored without further delay.

Respectfully yours,

Meriam P. Devaras

MERIAM CABIDOG PARADO-DEVARAS
Complainant

BARANGAY PARASAN WATER SYSTEM
BRGY. PARASAN JARO, LEYTE
WATER BILLING STATEMENT

ME OF CONSUMER: Meriam Devaras MONTH OF: October 2025

9/27/25	10/21/25	207	192	15	40	600		600.-w

+ 343.-w Loss
₱943.-w

UE DATE: October 27, 2025
(PLEASE PAY ON OR BEFORE DUE DATE)
NOTE: 10% PENALTY CHARGED IF PAID BEYOND DUE DATE

PAYMENT RECEIVED BY:
Note: Received: 03/28/26
1,000.-w payment
HON. CLEOFE C. SALIENTE
PAYMENT COLLECTOR

BARANGAY PARASAN WATER SYSTEM
BRGY. PARASAN JARO, LEYTE
WATER BILLING STATEMENT

Note: Agreement of all Consumers: Below 5 cubics consume an babayaran is minimum of 5 cubics equavalent 200.-w. Nagbutang an kita sin minimum.

NAME OF CONSUMER: Meriam Devaras MONTH OF: Nov- 2025

DATE READ		READING		Cu. m Consumed	Rate Per Cu. m	TOTAL	MAINTENANCE	NET DUE
FROM	TO	PRESENT	PREVIOUS					
10-21-25	11-22-25	208	207	1	40	40.-w		200.-w

DUE DATE: 11-29-25
(PLEASE PAY ON OR BEFORE DUE DATE)
NOTE: 10% PENALTY CHARGED IF PAID BEYOND DUE DATE

PAYMENT RECEIVED BY:
for:
HON. CLEOFE C. SALIENTE
PAYMENT COLLECTOR

Note: Kulang payment

October - ₱943.00
Nov. - 200.00
Dec. - 564.00
1,707.00
- 1,000.00 payment 3-28-26
707.00 Balance

03-30-26

Norma payment balance of
water bill - ₱707.00

Republic of the Philippines
Province Of Leyte
MUNICIPALITY OF JARO

SB OFFICE
CERTIFIED PHOTOCOPY
DATE: 10/9/2026
BY:

TANGGAPAN NG SANGGUNIANG BAYAN

MERIAM CABIDOG PARADO-DEVARAS
Complainant,

Administrative Case No. 01-2026
For: Dishonesty, Misconduct in Office, Oppression, and Abuse of Authority

versus-

HON. CLEOFE S. SALIENTE,
Punong Barangay
Barangay Parasan Jaro, Leyte
Respondent.

x----------x

COMPROMISE AGREEMENT

UNDERSIGNED PARTIES, after undergoing Preliminary Conference before the Sanggunian Bayan en Banc of Jaro, Leyte, herein parties hereby willingly and knowingly enter into Compromise Agreement, the terms and conditions of which are as follows:

1. The Respondent agrees to facilitate and/or cause the **immediate reconnection of the water service** of the Complainant, subject to compliance with the conditions herein stated;

2. The Complainant agrees to **settle all outstanding obligations**, including any unpaid water bills and reconnection fees on or before March 25, 2026; and

3. Upon full compliance with the terms of this Agreement, particularly the payment of dues and reconnection of service, constitute a **full and final settlement** of the dispute between the parties concerning the subject matter herein, and both parties hereby waive any further claims arising therefrom.

IN WITNESS WHEREOF, the Parties hereto have mutuality and voluntarily agreed to the above stipulations, and sign this Agreement at Sanggunian Bayan Legislative Building Jaro, Leyte on this 24th day of March 2026.

MERIAM CABIDOG PARADO-DEVARAS
Complainant

HON. CLEOFE S. SALIENTE
Respondent

Approved by:

HON. FRANCISCO R. ALTRES
Presiding Officer

SB OFFICE
RECEIVED
DATE 03/29/2026 12:10 PM

Republic of the Philippines
Province Of Leyte
MUNICIPALITY OF JARO
Corner Real and Del Carmen Street
-o0o-

T A N G G A P A N N G S A N G G U N I A N G B A Y A N

MERIAM CABIDOG PARADO-DEVARAS
Complainant,

Administrative Case No. 01-2026
For: Dishonesty, Misconduct in Office, Oppression, and Abuse of Authority

versus-

HON. CLEOFE S. SALIENTE,
Punong Barangay
Barangay Parasan Jaro, Leyte
Respondent.

x----------x

SB OFFICE
CERTIFIED PHOTOCOPY
DATE: 10/9/2026
BY:

MINUTES OF THE PRELIMINARY CONFERENCE OF THE SANGGUNIANG BAYAN EN BANC OF JARO, LEYTE HELD AT THE SB SESSION HALL LEGISLATIVE BUILDING ON MARCH 24, 2026.

PRESENT:

HON. PEDRO B. TAÑALA, JR.	-Municipal Vice Mayor
HON. REY P. AURE	-SB Member
HON. LANULFO M. BORJA	-SB Member
HON. FRANCISCO R. ALTRES	-SB Member
HON. RAUL A. MACANDA	-SB Member
HON. BENJAMIN H. GARIANDO, JR.	-SB Member
HON. TEOFILO CABELLO	-SB Member
HON. CARMENCITA G. TAÑALA	-SB Member
HON. ALMA A. TAMAYO	-SB Member
HON. ZANDRO T. MORABE	-SB Member/LIGA Fed.-President
HON. VIANCA MAE N. FAMILAR	-SB Member/SK Fed.-President

RECORDS OF THE PROCEEDINGS:

I. CALL TO ORDER

The preliminary conference was called to order at 9:32 in the morning by the Presiding Officer, Hon. Francisco R. Altres.

The Presiding Officer declared that the preliminary conference pertains to Administrative Case No. 01-26 for Dishonesty, Misconduct in Office, Oppression, and Abuse of Authority under Section 60 (c) and (e) of Republic Act No. 7160, filed by Meriam Cabidog Parado-Devaras against Punong Barangay Hon. Cleofe C. Saliente.

The Presiding Officer emphasized that the conference was conducted pursuant to the Local Government Code of 1991 and applicable rules on administrative cases against local officials. It was further stated that the purpose of the conference is to clarify the issues, identify the parties, explore the possibility of settlement, and set the schedule for formal hearing, and not to hear the case on the merits.

II. INTRODUCTION OF PARTIES

The Presiding Officer directed the parties to identify themselves; the following are present:

- **Complainant:** Meriam Cabidog Parado-Devaras
- **Respondent (Punong Barangay):** Hon. Cleofe C. Saliente

The Presiding Officer noted that all parties were properly notified and reminded everyone to observe decorum and confidentiality.

III. PRESENTATION OF COMPLAINT

The complainant presented the allegations, including relevant facts, dates, and the relief sought.

The Presiding Officer acknowledged receipt of the complaint and supporting documents by the Sanggunian members and inquired whether there were clarifications needed. Hearing none, the Presiding Officer instructed the respondent to give her defenses.

IV. RESPONSE FROM THE PUNONG BARANGAY

The Presiding Officer invited the respondent, Hon. Cleofe C. Saliente, to state her preliminary position.

The respondent presented her initial defenses and clarifications.

The Presiding Officer noted that the statements made shall form part of the record for purposes of the preliminary conference.

V. IDENTIFICATION OF ISSUES

The Presiding Officer identified the following issues:

1. Whether the Punong Barangay acted with dishonesty in official transactions;
2. Whether there was misconduct in office affecting proper governance;
3. Whether acts of oppression were committed against the complainant;
4. Whether there was abuse of authority in the exercise of official powers;
5. Whether these acts constitute administrative violations under Section 60 (c) and (e) of RA No. 7160.

The parties were asked if there were additional issues to be raised.

Mr. Devaras raised the legality of the VAT imposed by the respondent in the water bill. The Presiding Officer clarified that it is not within the jurisdiction of the Sangguniang Bayan to identify the legality of the taxes imposed because it is within the authority and function of the Bureau of Internal Revenue.

The Presiding Officer declared that the identified issues shall guide the formal hearing.

VI. POSSIBILITY OF SETTLEMENT

The Presiding Officer encouraged the parties to explore the possibility of settlement or voluntary compliance.

After undergoing Preliminary Conference before the Sangguniang Bayan en Banc of Jaro, Leyte, herein parties hereby willingly and knowingly enter into Compromise Agreement, the terms and conditions of which are as follows:

1. The Respondent agrees to facilitate and/or cause the **immediate reconnection of the water service** of the Complainant, subject to compliance with the conditions herein stated;
2. The Complainant agrees to **settle all outstanding obligations**, including any unpaid water bills and reconnection fees on or before March 25, 2026; and
3. *Upon full compliance with the terms of this Agreement, particularly the* payment of dues and reconnection of service, constitute a **full and final settlement** of the dispute between the parties concerning the subject matter herein, and both parties hereby waive any further claims arising therefrom.

VII. PROCEDURAL MATTERS AND SCHEDULING

In view of the parties' agreement to enter into a compromise agreement, the Presiding Officer no longer scheduled the formal hearing of the case.

VIII. ADJOURNMENT

There being no further matters to discuss, the preliminary conference was adjourned at 11:38 AM.

I HEREBY CERTIFY, to the correctness of the foregoing records of the proceedings.

RENATO OBIÑA
Acting Secretary to the Sangguniang Bayan
DEMO IV

CONCURRED:

HON. PEDRO B. TAÑALA, JR.
Municipal Vice Mayor

HON. REY S. AURE
SB Member

HON. LANULFO M. BORJA
SB Member/Majority Floor Leader

HON. RAUL A. MACANDA
SB Member

HON. BENJAMIN S. GARIANDO, JR.
SB Member

HON. TEOFILO CABELLO
SB Member

HON. CARMENCITA G. TAÑALA
SB Member

HON. ALMA A. TAMAYO
SB Member

HON. ZANDRO T. MORABE
SB Member/LIGA FED.-President

HON. VIANCA MAE N. FAMILAR
SB Member/SK FED.-President

ATTESTED:

HON. FRANCISCO R. ALTRES
SB Member/Presiding Officer

APPROVED:

HON. JASSIE LOU TAÑALA
Municipal Mayor

Out Going

SB OFFICE
CERTIFIED PHOTOCOPY
DATE: 10/9/2026
BY:

Republic of the Philippines
PROVINCE OF LEYTE
MUNICIPALITY OF JARO

OFFICE OF THE SANGGUNIANG BAYAN

March 19, 2026

TO : **HON. CLEOFE C. SALIENTE**
PUNONG BARANGAY
BARANGAY PARASAN
JARO, LEYTE

FROM : **THE SANGGUNIANG BAYAN MEMBERS**

SUBJECT : **PRELIMINARY CONFERENCE**

Dear Honorable Saliente,

You are hereby invited to attend the Preliminary Conference regarding THE ADMINISTRATIVE CASE NO. 01-26 FOR: DISHONESTY, MISCONDUCT IN OFFICE, OPPRESSION, AND ABUSE OF AUTHORITY UNDER SEC. 60 (C) AND (E) OF RA. NO. 7160 (LOCAL GOVERNMENT CODE OF 1991) FILED AGAINST YOU, *on* ***March 24, 2026 (Tuesday) @ 9:00 o' clock in the morning*** *at the* Sangguniang Bayan Session Hall, Legislative Building.

Thank you and God Bless.

Respectfully yours,

HON. PEDRO B. TAÑALA, JR.
Municipal Vice – Mayor
SB Presiding Officer

Received By:
3/19/26

Out Going

SB OFFICE
CERTIFIED PHOTOCOPY
DATE: 10/9/2026
BY:

Republic of the Philippines
PROVINCE OF LEYTE
MUNICIPALITY OF JARO

OFFICE OF THE SANGGUNIANG BAYAN

March 19, 2026

TO : **MERIAM CABIDOG PARADO – DEVARAS**
COMPLAINANT

FROM : **THE SANGGUNIANG BAYAN MEMBERS**

SUBJECT : **PRELIMINARY CONFERENCE**

Dear Maam Devaras,

You are hereby invited to attend the Preliminary Conference regarding THE ADMINISTRATIVE CASE NO. 01-26, 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 1991) AGAINST HON. CLEOFE C. SALIENTE on **March 24, 2026 (Tuesday) @ 9:00 o' clock in the morning** at the Sangguniang Bayan Session Hall, Legislative Building.

Thank you and God Bless.

Respectfully yours,

HON. PEDRO B. TAÑALA, JR.
Municipal Vice – Mayor
SB Presiding Officer

Honma C. Cabidog

Rec'd 3/19/26

Outgoing MO

Republic of the Philippines
PROVINCE OF LEYTE
MUNICIPALITY OF JARO

SB OFFICE
CERTIFIED PHOTOCOPY
DATE: 10/9/2026
BY:

O F F I C E O F T H E S A N G G U N I A N G B A Y A N

March 17, 2026

HON. JASSIE LOU TAÑALA
Municipal Mayor
Jaro, Leyte

THE HONORABLE SANGGUNIANG BAYAN MEMBERS

Sir,

In compliance with proper procedures and for your esteemed information, we hereby transmit for your reference a copy of the verified complaint filed by Meriam C. Parado – Devaras and the corresponding answer filed by Hon. Cleofe C. Saliente before the *Sangguniang Bayan of Jaro.*

The documents transmitted include:

- Verified complaint filed February 4, 2026; and
- Verified answer filed on March 16, 2026

We respectfully submit the foregoing for your review and appropriate action, if deemed necessary.

Thank you.

PREPARED BY:

RENATO B. OBIÑA
Acting Secretary to the Sangguniang Bayan
DEMO IV

NOTED BY:

PEDRO B. TAÑALA, JR.
Municipal Vice – Mayor

8/17/26

CHERYL TU-TAN
Administrative Aide V
MAYOR'S OFFICE-LGU JARO
Jaro, Leyte

SB OFFICE
CERTIFIED PHOTOCOPY
DATE: 10/9/2026
BY:

SB OFFICE
RECEIVED
DATE: 03/10/2026 11:27 AM
BY:

Republic of the Philippines
Province of Leyte
Municipality of Jaro
SANGGUNIANG BAYAN
SB Session Hall, Multi-Purpose Building
Jaro, Leyte

MERIAM CABIDOG PARADO-DEVARAS,
Complainant,

ADM. CASE NO._____

Meriam P. Devaras
MERIAM P. DEVARAS
3/5

-versus-

PUNONG BARANGAY OF PARASAN, JARO, LEYTE,
HON. CLEOFE C. SALIENTE

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 1991).

X----------/

ANSWER WITH AFFIRMATIVE DEFENSES

Respondent respectfully states:

I. Paragraphs 1 and 2 of the complaint is admitted in so far as the personal circumstances of the parties is concern. However, the complaint failed to include indispensable parties.

THE COMPLAINT DID NOT JOIN INDISPENSABLE PARTIES

II. The acts complained of allegedly arose from the implementation of the water distribution and billing system in the barangay pursuant to a Memorandum of Agreement with the Leyte Metropolitan Water District (LMWD) and with the Primewater Infrastructure Corporation, through a Joint Venture Agreement. Said agreement was entered into by Respondent in her official capacity as Barangay Chairperson and its implementation necessarily involved the participation of barangay officials responsible for the administration, collection, and management of the barangay water system in coordination with the Leyte Metropolitan Water District (LMWD) and Primewater Infrastructure Corporation.

III. Despite these circumstances, the present complaint improperly singles out Respondent. Under the rules on indispensable parties, a case cannot proceed when persons whose participation is necessary for a complete determination of the controversy are not impleaded.

Note:
Received
from Teresa Berdan
Brgy Parasan

THE INTERPRETATION AND ENFORCEMENT OF TAX LAWS IS WITHIN THE AUTHORITY OF THE BUREAU OF INTERNAL REVENUE

IV. Paragraphs 3 and 4 is denied, the allegations involves the interpretation of of the provisions of the National Internal Revenue Code (NIRC) and other tax laws, which is within exclusive and original jurisdiction of Commissioner of the Bureau of Internal Revenue subject to review by the Department of Finance. [1]There is no BIR assessment, ruling, or determination declaring that the barangay violated VAT laws. Under the doctrine of primary jurisdiction, the Honorable Body must defer to the BIR on tax matters. Absent a BIR finding, the complaint is premature and speculative.

V. Paragraph 5 to 8 is admitted.

VI. Paragraph 9 is denied in the sense that the barangay also shouldered legitimate operational expenses in maintaining the water distribution system, including but not limited to: repair of pipes and connections, maintenance of water lines, labor and operational costs, water system losses resulting from leaks and distribution inefficiency. These expenses are inherent in the operation of a localized water distribution system managed at the barangay level.

THE BARANGAY OFFICIALS DID NOT EXERCISE COMPLETE OR EXCLUSIVE CONTROL OVER THE MANAGEMENT AND OPERATION OF THE WATER SYSTEM.

VII. Paragraph 10 is denied in a sense that, the management of the Barangay Parasan Water System (BPWS) is under close supervision *by the LMWD now Primewater Infrastructure Corporation. The* water distribution system within the barangay operates pursuant to a Memorandum of Agreement entered into with the Leyte Metropolitan Water District (LMWD). The source of water supply, billing structure, and other operational policies were primarily determined by LMWD, while the barangay merely assisted in the local administration and collection of water charges from residents pursuant to the Memorandum of Agreement.

VIII. Respondent and the barangay officials relied in good faith on the policies and billing framework provided by LMWD and Primewater. Any perceived irregularity in the billing structure cannot therefore be attributed solely to Respondent. who merely

1 Section 4, R.A. 8424

IX. carried out her duties in accordance with the existing agreement and in coordination with the concerned government water district.

X. Paragraph 11 is admitted , however the respondent billing structure and other operational policies is determined by the LMWD/Primewater.

XI. As to Paragraphs 12-15 in the complaint, Respondent states that while the water billing issued to consumers reflected a 12% VAT component, the barangay did not impose VAT as a tax nor represent itself as a VAT-registered entity. The amount reflected in the billing merely corresponded to the VAT component already included in the charges issued by the LMWD. Respondent and the barangay officials relied in good faith on the billing structure provided by the LMWD/Primewater in the implementation of the water distribution system within the barangay.

XII. Upon being informed that a separate VAT component should no longer be reflected in the barangay billing because the VAT was already included in LMWD's/Primewater's charges, Respondent immediately caused the discontinuance of the practice. This circumstance clearly demonstrates that Respondent acted in good faith and without any intent to deceive, defraud, or unlawfully collect taxes from the residents.

PRESUMPTION OF REGULARITY IN THE PERFORMANCE OF OFFICIAL DUTIES

XIII. It is fundamental principle in administrative law that public officials are presumed to have regularly performed their duties. Respondent, as a Barangay Chairperson, performed the acts complained of in the discharge of her official functions in relation to the barangay's water distribution system.

XIV. Absent clear and convincing evidence showing bad faith, fraud , or corrupt motive, the presumption of regularity must prevail. Under 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. In the present case, the complainant failed to present substantial evidence showing that Respondent acted with fraudulent intent or deliberate violation of the law. The acts complained of were performed in relation to the barangay's effort to administer the water distribution system source from the LMWD/Primewater and to recover legitimate operational cost.

XIV. The mere allegation that VAT was reflected in the billing does not, by itself, overcome the presumption that Respondent acted in the honest belief that such practice was consistent with the billing structure imposed by LMWD.

THE MAINTENANCE FEE AND THE INCREASE WAS IMPOSED TO COVER OPERATIONAL AND SYSTEM EXPENSES

XV. As to paragraphs 16-21 is concern, the Respondent states that the maintenance fee and the increase was imposed to cover operational expenses and losses. The maintenance fee was not a tax. Rather, it was meant to cover legitimate operational expenses incurred by the barangay, including but not limited to labor and operational cost, water system losses resulting from leaks and distribution inefficiency.

XVI. Paragraphs 22- 24 is denied for lack of sufficient knowledge as to the truth or falsity thereof.

DISCONNECTION WAS DUE TO NON-PAYMENT

XVII. As to paragraphs 25-32, Respondent states that complainant's water connection was disconnected due to non-payment. In support thereof, I herein attached as Annex "1" the Joint Affidavit of Jerry Parado and Jarlyn Diola, whose statement can be summarized as follows, to wit:

1. The complainant's water service was disconnected due to failure to pay her water bill.
2. Disconnection for non-payment is a standard enforcement measure.
3. It was not retaliatory, arbitrary, or malicious.

The complainant was treated in the same manner as other delinquent consumers.

ADMINISTRATIVE LIABILITY CANNOT BE BASED ON MERE ALLEGATIONS; SUBSTANTIAL EVIDENCE IS REQUIRED

XVIII. Administrative liability cannot rest on mere accusations, speculations , or conclusions of the complainant. In administrative proceedings, the quantum of proof required is substantial evidence, or such relevant evidence as a reasonable mind might accept as adequate to support a conclusion. [2]

2. Leonila Paredes Montero v. Honorable Office of the Ombudsman and Augustin Cloribel, G.R. No. 239827, July 27, 2022

XIX. In the present case, the complaint merely alleges that Respondent imposed a 12% VAT without authority.However, the complainant failed to present any competent evidence showing that Respondent acted with intent to deceive; unlawfully appropriated the collected amounts, personally benefited from the collections; or deliberately violated the tax laws.

XX. The records instead show that the barangay merely relied on the billing structure of the LMWD/Primewater which already included a VAT component pursuant to the NIRC. Upon learning that reflecting a separate VAT component might not be proper. Respondent immediately caused the cessation of the practice. Such conduct is inconsistent with dishonesty and instead demonstrates good faith and willingness to comply with the applicable regulations. Without substantial evidence establishing the essential elements of dishonesty, the complaint cannot prosper.

LACK OF ESSENTIAL ELEMENTS OF DISHONESTY, MISCONDUCT, OPPRESSION, AND ABUSE OF AUTHORITY

XXI. Paragraphs 33-41 is strongly denied. The complaint fails to establish the essential elements of the administrative offenses charged under Republic Act No. 7160, particularly Section 60 (c) and (e) , which penalize acts of dishonesty, misconduct in office, oppression, and abuse of authority. The Supreme Court of the Philippines in the case of Light Rail Transit Authority v. Salvaña[3], defined dishonesty as the disposition to lie, cheat, deceive, or defraud. Respondent did not derive any personal benefit from the water bill collections. All amounts collected were used solely for the operation and maintenance of the barangay water distribution system. The complainant failed to allege, much less prove that Respondent:

A. Appropriated public funds
B. Diverted collections for personal use; or
C. Unlawfully enriched herself

The complaint alleges dishonesty based on the supposed improper imposition of 12% VAT. However, it fails to allege the essential elements of dishonesty:

A. Intent to deceive
B. Bad faith
C. Fraudulent design
D. Personal gain

3. 736 Phil123, 151 , 2014

It merely concludes that VAT was "improperly imposed" without factual allegations of fraud, concealment, or unlawful enrichment.
4. A complaint containing mere conclusions of law and not ultimate facts states no cause of action.

XXII. Neither can Respondent be held liable for misconduct in office. The Supreme Court rules in the case of Ganzon v. Arlos[4] held that misconduct is an intentional wrongdoing or deliberate violation of a rule of law or standard of behavior and to constitute an administrative offense, the misconduct should relate to or be connected with the performance of the official functions and duties of a public officer. In the present case, Respondent merely performed her duties in implementing the barangay water distribution system pursuant to the Memorandum of Agreement with the LMWD, relying on the billing structure provided by said government water district. Upon learning that the barangay should no longer reflect a *separate VAT component, the practice was immediately discontinued,* clearly demonstrating good faith rather than willful violation of the law.

XIV. The allegations likewise fail to constitute oppression or abuse of authority. The records clearly show that Respondent merely implemented the barangay water billing system in coordination with LMWD/Primewater and in accordance with the existing agreement governing the operation of the water system. The act of BGWS in disconnecting her water connection was due to non-payment.

XV. Absent proof of fraudulent intent, corruption, arbitrariness, or wilful violation of the law, the administrative charges cannot prosper. At most, the allegations involve a misunderstanding in the implementation of the billing system which was immediately corrected upon clarification from the concerned water district. Such circumstance negate the presence of dishonesty, misconduct, *oppression, or abuse of authority , and therefore fail to establish any* administrative liability on the part of the respondent.

PRAYER

WHEREFORE, premises considered, *Respondent respectfully prays* that the instant administrative complaint be dismissed for lack of jurisdiction, want of merit and for failure to establish the essential elements of the offense charged.

4.720 Phil 104,113 (2013)

Other reliefs, just and equitable under the circumstances are likewise prayed for.

Respectfully submitted.

March 13, 2026, Jaro, Leyte.

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

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

VERIFICATION WITH CERTIFICATION OF NON-FORUM SHOPPING

I, CLEOFE C. SALIENTE, of legal age, Filipino, married, and a resident of Barangay Parasan, Jaro, Leyte, after having been duly sworn to in accordance with law, depose and say:

1. That I am the Respondent in the above-captioned case;
2. That I have caused the preparation of the foregoing Answer and have read, understood the same and all the allegations contained therein are true and correct of my own personal knowledge and/or based on authentic records
3. That I have understood that the factual allegations contained therein have evidentiary support or, if specifically so identified, will likewise have evidentiary support after a reasonable opportunity for discovery.
4. That I have not commenced any action proceeding involving the same issue in any court, tribunal or quasi-judicial agency and, to the best of my knowledge, no such other or claim is pending therein;
5. Should I learn that the same or similar action, claim or proceeding has been filed or pending, I shall report that fact within 5 days from discovery thereof.

IN WITNESS WHEREOF, I have hereunto set my hand on this _____ in Jaro, Leyte.

2026 -03- 13

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

Subscribed and sworn to before me, Notary Public, by the above-name affiant, she exhibited to me her National ID as competent evidence of her identity, known to me to be the same person who executed this Answer and acknowledged to me that the same is her own free act and deed. Witness my hand and seal on this 2026 -03- 13 in ALANGALANG, LEYTE.

Doc No. 308
Page No. 63
Book No. CXXII
Series of 2026.

ATTY. JARESS AYON AMORES-NERI
Notary Public
Win jurisdiction of RTC in Tacloban City
610 Velarde St., Alangalang, Leyte
NC-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 VII-0012026/2-24-2022/Pasig City

Copy furnished:

MERIAM C. PARADO-DEVARAS
Complainnt
Barangay Parasan, Jaro, Leyte

SB OFFICE
CERTIFIED PHOTOCOPY
DATE: 10/9/2026
BY:

March 10, 2026

THE HONORABLE MEMBERS
Sangguniang Bayan
Municipality of Jaro, Leyte
SB Session Hall, Multi-Purpose Building
Jaro, Leyte

03/10/2026 10:17 AM

THRU: VICE MAYOR PEDRO B. TAÑALA, JR.
Presiding Officer, Sangguniang Bayan

RE: **Follow-Up on Verified Complaint Filed on February 4, 2026 against Hon. Cleofe S. Saliente of Barangay Parasan, Jaro, Leyte**

Dear Honorable Members of the Sangguniang Bayan:

This is to formally follow up on the **Verified Complaint** I filed with your Honorable Office on **February 4, 2026**, against Hon. Cleofe S. Saliente, Punong Barangay of Barangay Parasan, for Dishonesty, Misconduct in Office, Oppression, and Abuse of Authority.

The aforementioned complaint sought the initiation of appropriate administrative proceedings pursuant to **Section 61(c) of Republic Act No. 7160** (Local Government Code of 1991), and prayed, among others, for the conduct of a formal investigation and the immediate restoration of my water service connection which had been summarily disconnected without prior notice.

As of this date, **more than thirty (30) days have elapsed** since the filing of the complaint but the undersigned has yet to receive any notice regarding the status of the case or any order requiring the Respondent to file her verified answer.

In view thereof, I would like to respectfully remind this Honorable Body that **Section 62** of the same Code mandates that **within seven (7) days after an administrative complaint is filed, the Sanggunian shall require the respondent to submit a verified answer within fifteen (15) days from receipt thereof and commence the investigation of the case within ten (10) days after receipt of such answer from the respondent.** This provision vests a **ministerial, not discretionary, duty** upon the disciplining authority concerned.

The urgency of this matter cannot be overstated as my household remains deprived of a water connection, which is a fundamental human right. The Respondent's summary disconnection, coupled with the lack of a formal investigation into the alleged illegal "12% VAT" collections and unauthorized tariff increases, causes ongoing injury not only to my family but to the public interest of the residents of Barangay Parasan.

In view of the foregoing, I most respectfully pray that this Honorable Body exercise its authority and mandate under the Local Government Code with dispatch. I request a formal update on the actions taken regarding my complaint and whether proceedings have been initiated in accordance with the law.

Furthermore, I respectfully request to be furnished with copies of any orders, resolutions, or directives that may have been and/or will be issued relative to this case.

Thank you for your kind attention to this matter in the interest of justice, accountability, and transparency.

Respectfully yours,

MERIAM CABIDOG PARADO-DEVARAS
Complainant

Copy furnished:

MUNICIPAL LOCAL GOVERNMENT OPERATIONS OFFICER (MLGOO)
Department of the Interior and Local Government (DILG)
Jaro, Leyte

OFFICE OF THE OMBUDSMAN – VISAYAS
Tacloban Regional/Satellite Office
3/F LY Building, Fatima Village, Barangay 77,
Tacloban City

Republic of the Philipp s
Province of Leyte
Municipality of Jaro
SANGGUNIANG BAYAN
SB Session Hall, Multi-Purpose Building
Jaro, Leyte

Feb. 4, 2026 1:00 p

IN RE: VERIFIED ADMINISTRATIVE COMPLAINT

Administrative Case No. _____

MERIAM CABIDOG PARADO-DEVARAS,
Complainant,

- versus -

PUNONG BARANGAY OF PARASAN, JARO LEYTE, HON. CLEOFE C. SALIENTE
Respondent.

For: Dishonesty, Misconduct in Office, Oppression, and Abuse of Authority under Section 60 (c) and (e) of R.A. No. 7160 (Local Government Code of 1991)

x----------x

VERIFIED COMPLAINT

COMES NOW, the undersigned Complainant, unto this Honorable Sangguiniang Bayan, most respectfully states:

I. THE PARTIES

1. The **Complainant**, **Meriam Cabidog Parado-Devaras**, is of legal age, married, and a resident of Barangay Parasan, Jaro, Leyte, where she may be served with notices;

2. The **Respondent**, **Hon. Cleofe S. Saliente**, is the incumbent Punong Barangay of Barangay Parasan, Jaro, Leyte. She may be served with notices at the Barangay Hall of Parasan, Jaro, Leyte;

II. JURISDICTIONAL BASIS

3. This is a verified administrative complaint filed pursuant to Section 61(c) of Republic Act No. 7160 (Local Government Code

Meriam P. Devaras

of 1991` vhich vests jurisdiction over a inistrative complaints against elective barangay officials in the Sangguniang Bayan concerned;

4. The acts and complained of against the respondent constitute grounds for disciplinary action, specifically **Dishonesty, Misconduct in Office, Oppression, and Abuse of Authority** under **Section 60 (c) and (e)** of the same Code;

III. STATEMENT OF MATERIAL FACTS

5. Barangays Parasan and Palanog, Jaro, Leyte, are within the territorial service jurisdiction of the Jaro Water District ("JWD"). However, JWD's water services have not been extended to or made available to said barangays due to operational and infrastructure limitations. Considering that the geographic location of Barangays Parasan and Palanog is in close proximity to the water source of the Leyte Metropolitan Water District ("LMWD") in Pastrana, Leyte, JWD expressly authorized LMWD to supply water to the said barangays.

6. In 2017, a Memorandum of Agreement ("MOA") was executed between LMWD, JWD, and Barangays Parasan and Palanog ("BLGUs") for the construction of a water supply pipeline from Barangay Tingib, Pastrana, Leyte, to the jurisdictional boundaries of the BLGUs. A copy of the said MOA is attached hereto as **Annex "A"**.

7. Under the said MOA, LMWD undertook to sell and supply water to the BLGUs through a **Metered Bulk Sale** arrangement, wherein the pipelaying component of the project was implemented sometime between 2017 and 2018, which was funded through the "*SALINTUBIG Program for the Waterless Barangays*" of the Department of the Interior and Local Government ("DILG"), secured by the BLGUs.

8. In 2019, a single mother meter was installed by LMWD under a joint account under the two BLGUs, at which time LMWD's water supply operations were already being handled by Primewater Infrastructure Corporation pursuant to a Joint Venture Agreement.

9. Thereafter, individual household service connections within Barangay Parasan were installed, the costs of which were

Miguel P. Bevares

entirely borne by the residents themselves. Herein Complainant obtained her individual water service connection in **June 2024**, and has since been subject to billing under the barangay-managed water distribution system or formally called the **Barangay Parasan Water System ("BPWS")**, as evidence by the herein Water Billing Statements, attached hereto as **Annex "B" and series**.

10. The BPWS is managed and operated by barangay officials, with Respondent, Hon. Cleofe S. Saliente, acting as its President and Collecting Officer, exercising control over billing, collection, and enforcement of payments, while Barangay Councilor Jerry S. Parado and Barangay Secretary Jarlyn O. Diola act as the meter readers.

11. LMWD bills the BLGUs under one account ledger, while households with individual service connections in Barangay Parasan are billed by the BPWS;

12. From the commencement of its operations in 2019, the BPWS, under the management and control of Respondent, **consistently included in its billing statements to individual consumers in Barangay Parasan an additional charge denominated as "12% VAT", imposed on top of the actual water consumption charges.** This is notwithstanding the fact that the bulk water supplied by Primewater to the BLGUs is already subject to a 12% Value-Added Tax;

13. It is crucial to note that the BPWS is **not a VAT-registered business entity** under the Bureau of Internal Revenue (BIR), **nor has it ever issued BIR-accredited official receipts** to its consumers.

14. On September 4, 2025, a joint barangay assembly meeting was conducted by Barangays Palanog and Parasan, Jaro, Leyte, with representatives from Primewater Leyte Metro, namely Ms. Melinda Petilla and Ms. Delieza Diaz, and from the Leyte Metropolitan Water District, namely Mr. Gerundio Calabia and Engr. Bernardo M. Devaras, who is also my husband. The meeting was held to address concerns regarding meter reading schedules, billing, and the imposition of a 12% VAT by the BPWS on top of the charges billed by Primewater to the BLGUs.

Mera P. Devaras

15. During the said assembly meeting, representatives from the Leyte Metropolitan Water District categorically stated that the BPWS should not impose a 12% VAT, as doing so would amount to double taxation, considering that the bulk water sold by Primewater to the BLGUs is already subject to a 12% VAT.

16. When I received my water bill statement for the month of September 2025, I noticed that the "12% VAT", as reflected in all prior monthly water bill statements, was crossed out and replaced as "Maintenance". A copy of my September 2025 Water Billing Statement is hereto attached as **Annex "C"**.

17. On October 18, 2025, during an assembly attended by the Sangguniang Bayan headed by the Vice Mayor, Respondent Hon. Cleofe S. Saliente was asked about the 12% VAT during the open forum. She responded: **"It dire nasugot, pautod nala kamo."** *("Those who do not agree should just have their water lines cut.")*

18. Respondent stated that there must be a water tariff increase imposed to cover water losses and added that she had to personally shoulder the cost of such water losses from her own pocket.

19. During the same open forum, residents requested a formal accounting of the total 12% VAT collected from 2019 to the present, as well as updates on water system maintenance and the remaining fund balance. However, rather than addressing these inquiries with transparency, the Respondent scolded the residents and refused to provide the requested information.

20. In the heat of scolding, Respondent emphasized that Barangay Parasan was only able to implement the water system through her efforts, arrogantly retorting: **"Ako la it naka MOA [Memorandum of Agreement], dire it mga konsumidor. Salit pautod nala it dire nasugot"**. *(I am the only one who signed the MOA, not the consumers. So, those who do not agree should just have their water service cut.)*

21. In the October 2025 bill, Respondent arbitrarily increased the rate per cubic meter by Two Pesos (Php 2.00) and added a Php 343.00 charge labeled as "loss," increasing Complainant's bill by more than 30% without any supporting ordinance to this effect. A copy of said bill is attached as **Annex "D"**.

Meni P. Alvarez

22. On October 25, 2025, Barangay Councilor Jerry S. Parado, informed me and my husband that no liquidation reports exist for the 12% VAT collected between 2019 and 2023. He noted that liquidation will only be provided for the years 2023 to 2025.

23. Consequently, on October 30, 2025, the Complainant, together with twenty-six (26) constituents of Barangay Parasan, signed and submitted a formal complaint to the DILG, dated October 24, 2025, attached hereto as **Annex "E"**, which was also furnished to the Municipal Mayor's Office on November 20, 2025.

24. The said complaint submitted to the DILG detailed the grievances raised by the residents, specifically: the 12% VAT imposed by the BPWS under the Respondent's leadership, the unexplained surge in water consumption charges (including the Php 2.00/m^3 increase), and the demand for a comprehensive audit of the 12% VAT collections from 2019 to the present. However, instead of addressing these queries with transparency or staying the imposition of fees, the BPWS, under Respondent's direction, unilaterally increased the water tariff. As a result, the residents requested the DILG to conduct a formal investigation into these matters.

25. On November 25, 2025, Complainant obtained, via a phone image sent by a neighbor employed at the DILG, a copy of a handwritten document entitled "Memorandum of Agreement" dated November 18, 2025, which had been submitted to the said office. A copy of this document is hereto attached as **Annex "F"**

26. Said document, signed as "Approved" by the Respondent in her official capacity as Punong Barangay, together with the signatures of the two (2) lot owners where Complainant's water meter and pipeline traverse, declares that the consumers and barangay officials of Barangay Parasan have agreed to summarily disconnect Complainant's water connection due to alleged non-payment for the month of October 2025. Crucially, the document further states that even upon payment, the connection would not be restored on the ground that the lot owners purportedly no longer permit the passage of the pipeline.

27. This "Memorandum of Agreement" was executed on November 18, 2025, during a meeting with water consumers of Barangay

Parasan which **Complainant was never invited, nor was she given the opportunity to participate.** Furthermore, no formal minutes of said meeting were prepared or made available to evidence the actual discussions or the basis for such a drastic resolution.

28. Prior to the actual disconnection, Complainant was **never served a Notice of Disconnection** nor provided any formal notice from the BPWS regarding the matter, depriving Complainant of her right to procedural due process which constitutes a flagrant violation of her basic human right to access potable water.

29. On November 26, 2025, Complainant submitted a follow-up letter to the DILG, attached here as **Annex "G"**, reiterating the request for immediate action on the grievances of the Barangay Parasan water consumers.

30. In said follow-up, Complainant explicitly manifested her ***willingness to pay her actual water consumption*** while the dispute over the questioned charges remained pending. However, **Respondent refused to accept the payment** on the sole ground that it did not include the unauthorized Php 2.00/m^3 tariff increase and the Php 343.00 "water loss" charge, the latter amounting to more than 50% of Complainant's actual consumption of Php 600.00 for the month of October 2025.

31. The Respondent's act of excluding Complainant from the November 18, 2025 meeting, coupled with the simultaneous issuance of a directive for permanent disconnection without notice, constitutes **evident bad faith, oppression, and a gross abuse of authority.** Respondent clearly "singled out" the Complainant as an act of retaliation for being a vocal critic of the BPWS's arbitrary and illegal imposition of fees.

32. On December 12, 2025, upon following up with the DILG Office in Jaro, Leyte, the Municipal Local Government Operations Officer (MLGOO), Mr. Jude Allan S. Villero, advised Complainant that the DILG lacks jurisdiction to adjudicate the ongoing dispute between the consumers and the barangay officials. Consequently, Mr. Villero recommended the filing of a Verified Complaint with the Sangguniang Bayan as the proper disciplining authority, hence the initiation of the instant action.

IV. GROUNDS FOR ADMINSTRATIVE LIABILITY

A. *Dishonesty and Misconduct in Office*

33. The Respondent caused and allowed the collection of an additional charge denominated as "12% VAT" from water consumers of Barangay Parasan beginning in 2019, despite the fact that the **BPWS is not a VAT-registered entity with the Bureau of Internal Revenue (BIR) and does not issue BIR-authorized official receipts.**

34. The collection of a tax under the guise of "VAT" by a non-registered entity constitutes a patent violation of the National Internal Revenue Code (NIRC) and amounts to an illegal exaction of funds from the public.

35. By misrepresenting an unauthorized collection as a statutory tax, Respondent committed an illegal exaction of funds from the public. Such act constitutes **Dishonesty**, defined as the "disposition to lie, cheat, deceive, or defraud".

36. As a public official, Respondent is mandated to observe transparency and accountability. The active refusal to provide a liquidation or accounting of the "VAT" collections, later deceptively relabeled as "Maintenance", causes undue injury to the consumers of Barangay Parasan. **This lack of transparency, coupled with the arbitrary relabeling of funds, strongly suggests a violation of Section 3(e) of Republic Act No. 3019 (Anti-Graft and Corrupt Practices Act), which prohibits public officers from causing any undue injury to any party through manifest partiality, evident bad faith, or gross inexcusable negligence.**

37. Under the R.A. 7610 (Local Government Code of 1991), any imposition of taxes, fees, or charges, must be implemented through a valid Barangay Ordinance duly enacted by the Sangguniang Barangay and subjected to public hearings. The Respondent's unilateral imposition of the 12% "VAT," the Php 2.00/m^3 tariff increase, and the "water loss" charges were done without the benefit of any ordinance, making these collections **ultra vires and legally infirm.**

Mem P. Reyes

B. Oppressio nd Abuse of Authority

38. The summary disconnection of Complainant's water service without prior notice or a formal hearing is an act of **Oppression.** Access to water is a vital basic human right, and its termination requires strict adherence to due process. **Respondent's approval of a clandestine handwritten "Memorandum of Agreement" to permanently deprive Complainant of water is a manifest abuse of her power as Punong Barangay.**

39. In the case of *Ardiente v. Pastorfide, et al.*[1], the Supreme Court held that **even when a party or utility has a contractual or legal right relating to service termination, such right must be exercised with justice, honesty, and good faith,** and that **disconnection without prior notice and/or without just cause is actionable and may support damages,** pursuant to **Article 19 of the New Civil Code** which states that "every person must, in the exercise of his rights and in the performance of his duties, act with justice, give everyone his due, and observe honesty and good faith."

40. Respondent is therefore guilty of violating these fundamental legal principles through her calculated omissions and bad faith. Her failure to provide a formal disconnection notice, and her categorical refusal to allow Complainant the opportunity to pay her actual consumption charges constitute a clear case of **oppression and abuse of authority.** In her dual capacity as Punong Barangay and President of the BPWS, Respondent used her office not to serve her constituent, but to summarily deprive her of a vital resource and basic human right as a form of administrative punishment, which is patently illegal and actionable under Section 60 of the Local Government Code.

41. Moreover, the timing of the disconnection of Respondent's water line, occurring immediately after Complainant sought intervention from the DILG for an audit, clearly demonstrates that the act was not a legitimate enforcement of water system rules but a retaliatory measure. This act was specifically intended to harass, intimidate, and punish the Complainant for being vocal in demanding accountability and transparency regarding the collection of fees by the BPWS. Such a vindictive exercise of power is the very essence of oppression as contemplated by Section 60 of the Local Government Code.

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[1] G.R. No. 161921, July 17, 2013

Mrs. P. Serrano

PRAYER

WHEREFORE, premises considered, it is most respectfully prayed of this Honorable Sangguniang Bayan that:

1. The Verified Complaint be **GIVEN DUE COURSE** and a formal investigation be commenced;

2. An **ORDER** be issued **DIRECTING** the Respondent to **IMMEDIATELY RESTORE** Complainant's water service connection, without prejudice to the Complainant's willingness to pay her actual and lawful water consumption charges;

3. **FIND** Respondent, **Hon. Cleofe S. Saliente, administratively liable** for Dishonesty, Misconduct in Office, Oppression, and Abuse of Authority, in violation of Sections 60(c) and 60(e) of Republic Act No. 7160 (Local Government Code of 1991) and **IMPOSE** the appropriate administrative penalties therefor, as may be warranted;

All other reliefs just and equitable under the foregoing circumstances are likewise prayed for.

RESPECTFULLY SUBMITTED.

02 February 2026, Jaro, Leyte.

Meriam Parado Devaras

MERIAM CABIDOG PARADO-DEVARAS
Complainant

Copy furnished:

Hon. Cleofe C. Saliente
Brgy. Hall, Parasan, Jaro, Leyte

VERIFICATION AND CERTIFICATION OF NON-FORUM SHOPPING

I, **MERIAM CABIDOG PARADO-DEVARAS**, Filipino, of legal age, married, a resident of Barangay Parasan, Jaro, Leyte, after having been duly sworn to in accordance with law do hereby state that:

1. I am the Complaint in the above-entitled Verified Complaint;

2. I have caused its preparation and have read and understood the same and all the allegations contained therein are true and correct out of my own personal knowledge and/or based on authentic records;

3. I have understood that the pleading is not filed to harass, cause unnecessary delay, or needlessly increase the cost of litigation;

4. I have understood that the factual allegations therein have evidentiary support or, if specifically so identified, will likewise have evidentiary support after a reasonable opportunity for discovery;

5. I have not commenced any action or proceeding involving the same issue in any court, tribunal or quasi-judicial agency and, to the best of my knowledge, no such other action or claim is pending therein;

6. Should I learn that the same or similar action, claim or proceeding has been filed or pending, I shall report that fact within five (5) days from discovery thereof.

IN WITNESS WHEREOF, I have hereunto affixed my signature, this 2nd day of February 2026 in the City of Tacloban, Philippines.

Meriam Parado Devaras

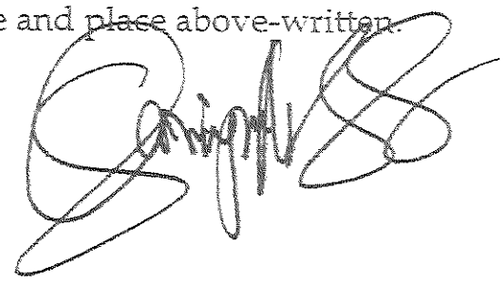
MERIAM CABIDOG PARADO-DEVARAS
Affiant
PRC ID No. 0807675

SUBSCRIBED AND SWORN TO before me a Notary Public for and in the City of Tacloban, Philippines this FEB 02 2026, affiant showing to me her competent proof of identity and swore before me that she has fully understood the contents and allegations

in the foreg ng instrument and that the sar s her free and voluntary act and deed.

Witness my hand and seal in the date and place above-written.

Doc. No.: 09;
Page No.: 03;
Book No.: X;
Series of 2026.



ANNEX "A"

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT made and entered into this _____ by and among,

The **LEYTE METROPOLITAN WATER DISTRICT**, formed and created pursuant to the provisions of Presidential Decree No. 198 as amended, and declared as a Government-Owned and Controlled Corporation by virtue of En Banc decision of the Supreme Court on the case of Davao City Water District, et.al vs. Civil Service Commission (CSC) and Commission on Audit (COA) (G.R. Nos. 95237-38), promulgated on September 13, 1991 with principal address at Motorpool Compound, Barangay 74, Nula-Tula, Tacloban City, represented in this act by **MR. PASTOR A. HOMERES**, in his capacity as General Manager, hereinafter referred to as "**LMWD**," collectively referred herein as "**Parties**" or singularly as "**Party**."

-and-

The **JARO WATER DISTRICT**, formed and created pursuant to the provisions of Presidential Decree No. 198 as amended, and declared as a Government-Owned and Controlled Corporation by virtue of En Banc decision of the Supreme Court on the case of Davao City Water District, et.al vs. Civil Service Commission (CSC) and Commission on Audit (COA) (G.R. Nos. 95237-38), promulgated on September 13, 1991 with principal address at Poblacion, Jaro, Leyte, represented in this act by **MR. ANTONIO G. SORINA**, in his capacity as the General Manager, hereinafter referred to as "**JWD**."

-and-

The **LOCAL GOVERNMENT UNIT OF BARANGAY PARASAN, Jaro, Leyte** formed and created pursuant to the provisions of R.A. No. 7160 as amended, otherwise known as The Local Government Code of the Philippines represented in this act by **Hon. CLEOFE C. SALIENTE** in her capacity as the Punong Barangay, hereinafter referred to as **LGU-Parasan**, or jointly called with **LGU-Palanog** as "**LGUs**".

-and-

The **LOCAL GOVERNMENT UNIT OF BARANGAY PALANOG, Jaro, Leyte** formed and created pursuant to the provisions of R.A. No. 7160 as amended, otherwise known as The Local Government Code of the Philippines represented in this act by **Hon. BIENVENIDO T. SALAÑO** in his capacity as the Punong Barangay, hereinafter referred to as **LGU-Palanog**, or jointly called with **LGU-Parasan** as "**LGUs**".

-WITNESSETH-

WHEREAS, LGU-Parasan and LGU-Palanog is in need of a supply of potable water to be distributed to their respective barangay constituents.

WHEREAS, said **LGUs** are part of the municipality of Jaro, Leyte and are under the jurisdiction of **JWD**.

WHEREAS, these **LGUs** requested the services of **JWD**, however, the latter is incapable to provide the same since it has not extended yet its services where the **LGUs** are situated.

WHEREAS, the **LGUs** are situated nearer to **LMWD's** pipeline access to potable water.

WHEREAS, in view of the unfeasibility of the request of the **LGUs**, the **JWD**, pursuant to its Board Resolution No. 01-02 Series of 2016 a copy of which is attached as *Annex "A"* and shall form an integral part of this Agreement, has waived its rights as well as its authority to supply the water needs of the **LGUs** and thereby allowed the latter to enter into a service contract with **LMWD**.

WHEREAS, in consideration of the raw water being derived generated from Binahaan River and several creeks located within the boundaries of Pastrana and Jaro municipalities, **LMWD** agrees to sell and supply water to the **LGUs** through Metered Bulk Water Sale at its specialized rate, copy of which is attached as *Annex "B"* and shall form an integral part of this Agreement to which **LGUs** understand as an exclusive offer to it and is subject to the policies, rules and regulations of **LMWD**, and

WHEREAS, to achieve this purpose a water distribution pipeline shall be constructed by the **LGUs** from the boundary of Brgy. Tingib, Pastrana, Leyte and Brgy. Parasan, Jaro, Leyte to the boundary of Brgy. Parasan, Jaro, Leyte and Brgy. Palanog, Jaro, Leyte, and said pipeline shall be interconnected by **LMWD** to its existing transmission pipeline located at Brgy. Tingib, Pastrana, Leyte.

WHEREAS, the **LGUs** were able to secure the necessary funding for the said project from the Department of Interior Local Government through the latter's SALINTUBIG Program for the Waterless Barangays, the details of which is attached herewith and marked as *Annex "C"*.

WHEREAS, these **LGUs** shall apply with **LMWD** a new water service connection which the latter shall approve and install upon compliance and submission by the former of the documentary requirements and payment of the corresponding fees and charges.

NOW THEREFORE, for and in consideration of the foregoing premises and mutual covenants and stipulations, the **Parties** hereby further agree of the responsibilities prescribed under this Agreement specifically in Article II, Paragraphs A to C.

Article I. The Project

The project's name is the Proposed Water System Project for Barangay Parasan and Brgy. Palanog, Jaro, Leyte. The total project cost is Two Million Pesos (Php 2,000,000.00).

Article II. Responsibilities of the Parties

A. The **LGU-Parasan and LGU-Palanog** or **LGUs** shall:

1. Secure technical assistance from **LMWD** with respect to the preparation of the Program of Work (POW) and Detailed Cost Estimates for the proposed project;

2. Implement the construction of the after-the-meter pipeline from the location of the meter stand in the boundaries of Tingib, Pastrana and Parasan, Jaro, Leyte to its end point as prescribed in the POW;

3. Enter into a service connection contract with and pay the corresponding fees and charges to **LMWD** at its main office located at Barangay 74, Lower Nulatula, Tacloban City once the after-the-meter pipeline has already been duly constructed/implemented;

4. Operate and maintain the after-the-meter water facilities including all matters concerning water supply distribution;

5. Formally organize a Water Users Association and elect the desired officers who shall be responsible in the operation of the water system, the systematic and equal distribution of water between **LGU-Parasan** and **LGU-Palanog**, the needed repair and maintenance of the service connections after the meter, the collection of water fees from among water users, legal representation with the **LMWD**, and any other concerns relevant to said water service connection;

6. Pay to **LMWD** the monthly water consumption indicated in the Water Bill, the corresponding surcharge/s in case payment has been made after the designated due date, and the penalty-ies in the event any of the provisions of Presidential Decree Number 8041 otherwise known as Water Crisis Act shall have been violated or any other pertinent laws concerning water protection and utilization;

7. Allow **LMWD** personnel to disconnect the water service connection in the event of failure to pay its (**LGU's**) monthly water consumption as computed/reflected in the Water Bill, and to permit **LMWD's** Repair and Maintenance crew to perform such works as may be deem necessary on the water service connection particularly on the meter stand and service line before the meter;

8. Provide assistance that may be needed/requested by **LMWD** such as but not limited to protecting and safeguarding the service connection from any unintentional/intentional damage/s or destruction, its water meter from any form of pilferages that will affect the actual/accurate registry of water consumption thereof; from any other illegal act of water utilization that will affect the normal flow or compromise the quality of water, thereby adversely affect the interest of the **LGU's** and **LMWD**;

9. Immediately report to **LMWD**, any information of the circumstances mentioned in the preceding paragraph;

10. Inform **LMWD** should "no, low, or turbid supply of water" will be experienced in the water service connection for the latter's immediate and appropriate action;

11. Adhere and be bound to the policies, rules and regulations of the **LMWD** on all matters concerning the water service connection or as the latter's water concessionaire, and

12. **LGU-Parasan** and **LGU-Palanog** commit and agree to extend the after-the-meter distribution pipeline to the barangay proper of **LGU-Palanog** should in the near future the latter can provide the necessary funding for the desired pipeline extension.

B. The **LMWD** shall

1. Provide the Program of Work and Detailed Cost Estimates requested by the **LGUs**.

2. Install the duly approved application for New Water Service Connection of the **LGUs** at the boundary of Barangay Tingib, Pastrana, Leyte and Barangay Parasan, Jaro, Leyte. The specific location of which is as indicated in the Inspector's Map Sketch.

3. Tap said connection to **LMWD's** pipeline at Tingib, Pastrana, Leyte and assure continued supply of water to the same

4. Categorize the Water Service Connection as Metered Bulk Water Connection, the consumption thereof to be computed based on a special water rate as computed and approved by **LMWD** as agreed by the PARTIES.

5. Bill the **LGUs** its monthly water consumption as reflected in the water meter.

6. Conduct regular repair and maintenance works or as may be deemed necessary to maintain the regular flow of safe and potable water to the said service connection.

7. Coordinate with and inform **LGUs** all matters that the latter needs to know concerning the water service connection, and

8. Require **LGUs** strict compliance with the policies, rules and regulations of LMWD as well as all laws, statutes concerning water utilization and protection.

C. The **LWD** shall

1. Before the commencement of the project submit to **LMWD** a duly approved Board Resolution specifically waiving its right and authority in favor of **LMWD** to supply the water needs of **LGU -Parasan** and **LGU-Palanog** or hereinafter jointly referred as **LGUs**

Article III. PAYMENT, TERMS AND CONDITIONS

The total project cost of Two Million Pesos (Php 2,000,000.00) shall be sourced out by the **LGU-Parasan** and **LGU-Palanog** from the Salintubig Funds of the government being facilitated by the Department of Interior and Local Government (DILG).

However, since **LGU -Palanog** has waived the funds granted to the latter by the Department of Interior Local Government through the latter's SALINTUBIG Program for the Waterless Barangays, copy of which is attached as Annex "A" and shall form an integral part of this Agreement, the said total project cost shall be on account of and paid entirely by **LGU -Parasan.**

The computed amount for the construction of the four inches diameter (4") lineal meter distribution pipeline, the corresponding fees and charges for the installation of new water service connection, and the installation of six (6) units Public Faucets intended for LGU-Parasan and LGU-Palanog is final and can no longer be negotiated.

The total amount of the items in the Program of Work that corresponds to the installation of a new water service connection to be implemented by **LMWD** shall be paid by the **LGUs** to **LMWD** at the latter's main office in Brgy. 74, Lower Nulatula, Tacloban City.

Article IV. SPECIAL PROVISIONS

1. **LMWD** reserves the right to withhold the implementation of its responsibilities in the event the **LGUs** and the **JWD** refuses to comply or adhere to stipulated terms and conditions in the implementation of its responsibilities.

2. The water utilization in the water service connection shall be in accordance with the terms and conditions stipulated in the Memorandum of Undertaking to be executed by the **LGUs**, in the duly approved Water Service connection application, and to the existing policies, rules and regulations of **LMWD** in conformance to laws, statutes, and Implementing Rules and Regulations concerning water utilities.

3. It is understood that the After-the-Meter service connections and the distribution of water supply thereat including the repair and maintenance of the service line shall be the sole responsibility of **LGUs**, while the meter, the meter stand, and the service line before the meter shall be that of the **LMWD**.

V. FINAL PROVISIONS

1. The Memorandum of Agreement (MOA) shall take effect upon signing hereof and shall continue to be in force until completion of the objectives of the Project, which agreement may be modified, repealed, altered or extended only by mutual written agreement of parties hereto;

2. If for any reason, any provision of this Agreement is found invalid, contrary to law or public policy, or beyond the scope of authority of the signatories hereto, the remaining provisions not affected, shall continue to be in force and in effect; and

In **WITNESS WHEREOF**, the parties hereto affixed their signatures in the place and on the date first above written.

Local Government Unit of
Parasan, Jaro, Leyte

CLEOFE C. SALIENTE
Punong Barangay

Local Government Unit of
Palanog, Jaro, Leyte

BIENVENIDO T. SALAÑO
Punong Barangay

Memorandum of Agreement between LGU-Palo, LGU-Palompon, LGU-Polanco, and JW

Jaro Water District
(JWD)

ANTONIO G. SORIMA
General Manager

Leyte Metropolitan Water District
(LMWD)

PASTOR A. HOMERES
General Manager

SIGNED IN THE PRESENCE OF:

JERRYN C. DELA

A C K N O W L E D G M E N T

Republic of the Philippines)
Alangalang, Leyte) S S

BEFORE ME, a Notary Public for Alangalang this 06 JAN 2017 personally appeared **PASTOR A. HOMERES** with Office I.D. No.OGM-0403-117 valid until December 31, 2017; **CLEOFE SALIENTE** with [illegible] valid until [illegible]; **BIENVENIDO SALAÑO** with [illegible] valid until [illegible]; and **ANTONIO G. SORIMA** with [illegible] valid until [illegible] respectively known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free voluntary act and deed.

This Instrument refers to a Memorandum of Agreement consisting of six (6) pages including this page where the acknowledgement is written, signed by the parties and their instrumental witnesses and on the left hand margin of each and every page.

WITNESS MY HAND AND SEAL on the date and at the place first above written.

ATTY. JARE[illegible]MORES-NERI
Notary Public/Attorney-at-law
610 Velarde St, Alangalang, Leyte
NC No. 2017-01-10/ Jan. 4, 2017
Valid until Dec. 31, 2018
TIN: 252-397-549-000/Roll of Atty's No. 52901
PTR No. PL 0164867/ 01-04-17/Alangalang
IBP No. 09895241/ 01-04-16/Leyte

Doc. No. : 187
Page No. : 38
Book No. : 37
Series of 2017

BRGY. PARASAN JARO, LEYTE

NAME OF CONSUMER: MONTH OF:

DATE READ		READING		Cu. m Consumed	Rate Per Cu. m	TOTAL	12% VAT	NET DUE
FROM	TO	PRESENT	PREVIOUS					

DUE DATE:

(PLEASE PAY ON OR BEFORE DUE DATE)

PAYMENT RECEIVED BY:

HON. CLEOFE C. SALIENTE
PAYMENT CO

BARANGAY PARASAN WATER SYSTEM

BRGY. PARASAN JARO, LEYTE

NAME OF CONSUMER: Merlyn Devarai MONTH OF: July 2024

DATE READ		READING		Cu. m Consumed	Rate Per Cu. m	TOTAL	12% VAT	NET DUE
FROM	TO	PRESENT	PREVIOUS					
6-18-24	7-19-24	50	42	8	38	304	37	341.00

DUE DATE: 7-21-24

(PLEASE PAY ON OR BEFORE DUE DATE)

PAYMENT RECEIVED BY:

HON. CLEOFE C. SALIENTE
PAYMENT COLLECTOR

BRGY. PARASAN JARO LEYTE

NAME OF CONSUMER: Miriam Devaras MONTH OF: Sept 2024

DATE READ		READING		Cu. m Consumed	Rate Per Cu. m	TOTAL	12% VAT	NET DUE
FROM	TO	PRESENT	PREVIOUS					
8-18-24	9-18-24	59	54	5	38	190	23	213

DUE DATE: 9-21-24

(PLEASE PAY ON OR BEFORE DUE DATE)

PAYMENT RECEIVED BY:

HON. CLEOFE C. SALIENTE
PAYMENT COLLECTOR

BRGY. PARASAN JARO, LEYTE

NAME OF CONSUMER: Meriam D. MONTH OF: Oct. 2024

DATE READ		READING		Cu. m Consumed	Rate Per Cu. m	TOTAL	12% VAT	NET DUE
FROM	TO	PRESENT	PREVIOUS					
9-18-24	10-18-24	64	59	5	38	190	23	213.00

DUE DATE: 10-21-24

(PLEASE PAY ON OR BEFORE DUE DATE)

PAYMENT RECEIVED BY:

HON. CLEOFE C. SALIENTE
PAYMENT COLLECTOR

BRGY. PARASAN JARO, LEYTE

NAME OF CONSUMER: MERIAM DEVARAS MONTH OF: Nov. 21, 2024

DATE READ		READING		Cu. m Consumed	Rate Per Cu. m	TOTAL	12% VAT	NET DUE
FROM	TO	PRESENT	PREVIOUS					
10-18-24	11-18-24	69	64	5	38	190	23	213.00

DUE DATE:

Nov. 21, 2024

(PLEASE PAY ON OR BEFORE DUE DATE)

PAYMENT RECEIVED BY:

HON. CLEOFE C. SALIENTE
PAYMENT COLLECTOR

Meriam Devaras Jan. 2025

12/18/24	01/18/25	82	76	6	38	228	28	256.00
01/21/25								

BARANGAY CAPAY - WATER SYSTEM

BRGY. PARASA I JARO, LEYTE

NAME OF CONSUMER: Meriam DEVARAS **MONTH OF:** Feb. 2025

DATE READ		READING		Cu. m Consumed	Rate Per Cu. m	TOTAL	12% VAT	NET DUE
FROM	TO	PRESENT	PREVIOUS					
1-19-25	2-20-25	90	82	8	38	304	37	341.00

DUE DATE: 2-23-25

(PLEASE PAY ON OR BEFORE DUE DATE)

PAYMENT RECEIVED BY:

for:

HON. CLEOFE C. SALIENTE
PAYMENT COLLECTOR

NAME OF CONSUMER: Meriam Devaras **MONTH OF:** March 2025

DATE READ		READING		Cu. m Consumed	Rate Per Cu. m	TOTAL	12% VAT	NET DUE
FROM	TO	PRESENT	PREVIOUS					
2/19/25	3/18/25	93	90	3	38	114	14	128.00

DUE DATE: 3-23-25

PLEASE PAY ON OR BEFORE DUE DATE

PAYMENT RECEIVED BY:

HON. CLEOFE C. SALIENTE
PAYMENT COLLECTOR

Meriam Devaras April 2025

3/19/25 93 3 38 9 85.00

4/18/25

BRGY. PARASAN JARO, LEYTE

NAME OF CONSUMER: _____ MONTH OF: _____

DATE READ		READING		Cu. m Consumed	Rate Per Cu. m	TOTAL	12% VAT	NET DUE
FROM	TO	PRESENT	PREVIOUS					

DUE DATE: _____

PAYMENT RECEIVED BY:

(PLEASE PAY ON OR BEFORE DUE DATE)

HON. CLEOFE C. SALIENTE
PAYMENT COLLECTOR

ANNEX "B-5"

BARANGAY PARASAN WATER SYSTEM

BRGY. PARASAN JARO, LEYTE

WATER BILLING STATEMENT

NAME OF CONSUMER: [redacted]

MONTH OF: [redacted]

[redacted]								

DUE DATE:

[redacted]

(PLEASE PAY ON OR BEFORE DUE DATE)

NOTE: 10% PENALTY CHARGED IF PAID BEYOND DUE DATE

PAYMENT RECEIVED BY:

HON. OLEOFE C. SALIENTE
PAYMENT COLLECTOR

ANNEX "C"

BARANGAY PARASAN WATER SYSTEM

BRGY. PARASAN JARO, LEYTE

WATER BILLING STATEMENT

NAME OF CONSUMER: MERIAM DEVARAS MONTH OF: SEPT. 2025

08/10/25	08/20/25	192	158	34	38	1292	155	1,447.00

DUE DATE: Sept. 27, 2025

(PLEASE PAY ON OR BEFORE DUE DATE)

NOTE: 10% PENALTY CHARGED IF PAID BEYOND DUE DATE

PAYMENT RECEIVED BY:

HON. CLEOFE C. SALIENTE

PAYMENT COLLECTOR

ANNEX "D"

AREA PARAÑAQUE LANG. LEITE

NAME OF CONSUMER: MENHAM DEVANAS

MONTH OF: OCTOBER 2015

PRESENT READING	PREVIOUS READING	USAGE	RATE PER KWH	AMOUNT	VAT 12%	TOTAL AMOUNT DUE
9/24/15	10/21/15	207	192	15	40	600	600.00 + 343.00 Lost = 943.00

DUE DATE: OCTOBER 27, 2015

PAYMENT RECEIVED BY:

PLEASE PAY ON OR BEFORE DUE DATE.

THIS CLAUSE IS VOID IF PAYMENT COLLECTED.

ANNEX "E"

October 24, 2025

Maupay Nga Adlaw ;

Hi kami nga mga tag kunsumo han tubig ha Brgy. Parasan, Jaro leyte nga nakapirma ha ubos , naaru hin bulig tikang ha opisina hit Sangguniang Bayan, Munisipyo hit Jaro Leyte, han mga issue nga dire gintatagad han nagkakapot ha amun patubig. Dida han Brgy. Assembly Day, petsa 18 han Octobre, 2025, nag kamay ada meeting nga gindumara og gin atendiran han Vice Mayor ngan Sangguniang Bayan Members.

An issue nga ginpakiana an masunod:

1. An 12 % VAT nga nakaduha gindugang ha amun water bill kada bulan nga resulta han pag hataas han amun kabaraydan.
2. Tigda nga pag hataas han amun kunsumo han tubig , nag agree nga mag meeting anay an water supply officers para mabaru kami han resulta.
3. Amun ginrereklamo nga magka may ada AUDIT han kuarta ngan kanan 12 % VAT nga nakaltas ha amun tikang tuig 2019 hasta ngada yana para masabtan namun an amun reklamo. Iugod kabaliktaran an solusyon, nagpahataas hira han taripa han tubig. It nagdudumara hit amun patubig hi Kapitana Cleofe Saliente ngan it meter reader hi Gerry Parado ngan Brgy. Secretary Gerlyn Diola.

Damu nga salamat ngan nag lalaum nga maimbestigahan ini nge amun concern.

Mga pirma han apektado nga kunsumedor ngan molupyo han Brgy. Parasan, Jaro Leyte:

	NAME:	SIGNATURE.
1.		
2.		
3.		
4.	REYNALDO	
5.		
6.	Lanissa A. Parado	
7.	FRANCEL MAH A. PARADO	
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		
18.	NIXON S. ROXAS	
19.		

2nd page, Water Supply Concern

20. _____
21. Jannette Magdadaro
22. JOSE L. LADDANIA JR
23. _____
24. _____
25. _____
26. _____
27. _____
28. _____
29. _____
30. _____
31. _____
32. _____
33. _____
34. _____
35. _____
36. _____
37. _____
38. _____
39. _____
40. _____
41. _____
42. _____
43. _____
44. _____
45. _____
46. _____
47. _____
48. _____
49. _____
50. _____

Copy Furnished:

Mayor's Office, Municipality of Jaro, Leyte
Brgy. Parasan Officials

ANNEX "F"

Republic of the Philippines
Province of Iloilo
Municipality of Jaro
Barangay Poblacion

NOV 18, 2018

MEMORANDUM OF AGREEMENT
WATER CONSUMERS

1) GINKASARUDAYAN HAN MGA CONSUMERS NGAN BARANGAY OFFICIALS NGA NAUNAN HIRA MERIAM DEVARAS HAN IRA WATER CONNECTION MAHITUNGOD NGA WALAY NAMAGBAYAD HAN IRA KUNSUMO HAN BULAN HAN OCTOBER 2018 NGAN DIRAN SIRA MAGBAYAD HIRA DIRA NA IBABALIK KAY DIRA NA NATUNGOT AN TAG-IYA HAN TUNGA NGA INAAGIAN HAN IRA TUBO

Approved by:

HON. CLEOFE C. SALIENTE
PUNONG BARANGAY

TAG-IYA HAN TUNGA

CORNELIO N. CUARTO

LENELITA C. SALIENTE

Republic of the Philippines
Province of Cebu
Municipality of Liloan
Barangay Poblacion

Attendance for Orientation-Seminar Conference

Members

1) EDNA M. BESTO — Edna M. Besto
2) NORA E. FLORALDE — Nora E. Floralde
3) LORNA C. GAYAS — Lorna C. Gayas
4) NILDA T. SAVIENTE →
5) TEOFILA H. QUIMINALES —
6) CORNELIO N. CUARTO —
7) NONITA F. DULA —
8) ELCA S. CUARTO —
9) ELANIE C. DOA —
10.) NILDA S. CALDITAZA — NSD
11.) ROSALINA GUCAN — Rosalina
12) TERESA TD. MIRANTE —
13) LARISSA PARADO
14) EDITA — CARPIO
15) REYNALDO C. BERDAN —
16.) RICARDO SANITA — Ricardo
17) Emelita C. Callejaga — E. Callejaga
18) Gallardo, Monita O. — Gallardo
19) JERRY S. PARADO — A. Parado
20) Alfredo Parado —
21) CLEOFE C. SAVIENTE —
22. JAELYN O. DIOLA — Jaelyn
23. ROBERTO GARING —
24. Estrella Berdan — Estrella Berdan

ANNEX "G"

November 26,2025

11/26/25
11:47

Maupay Nga Adlaw,

In behalf han Water Concessionaires ngan molupyo han Brgy. Parasan, Jaro Leyte nga nakapirma dida han amun surat nga ginpadangat ha iyu buhatan, DILG munisipyo han Jaro, Leyte , dida han petsa 30 han Oktubre, tuig 2025 in naghahangyo nga matagan hin immediate action han amun reklamo.

Samtang nga dire pa nasosolbar an amun mga reklamo, nag kaada la gihapon ako hin sinisiring nga willingness pagbayad han akun kunsumo han tubig pero waray karawta an akun bayad ni kapitana Cleofe Saliente kay dire lakip an ira ginpataw nga kadugangan nga P2.00 nga taripa ngan P343.00 nga kadugangan nga bayad han sinisiring nga water loss or NRW- Non Revenue Water. (Please see attached copy of our water bill for the month of Oct. 2025)

Lugod an naging kabatunan han am aktibo nga Kapitana Cleofe Saliente , naghimu hiya hin Memorandum Of Agreement nga pinirmahan niya dida han November 18, 2025 , nga amu liwat an petsa han iya pagpatawag han meeting han mga water concessionaires , nga waray man ini dida han minutes han iya meeting. Usa ako nga water concessionare ngan rehistrado nga molupyo han Brgy. Parasan Jaro leyte, pero waray ako tagi hin letter of invitation hini nga meeting. Napapausa la kmi, kay ano MOA man an iya ginpadangat nganhi ha DILG office instead nga minutes han meeting or resolution nga nag come up han ira meeting nga ginbuhat. Dida

han iya MOA gin cite niya nga uutdan na kmi han water pipeline permanently ha rason nga waray kami nagbayad ngan an am metro nakada hin dire amon lote, pero san o kami magpataud han metro nagsarit anay kami kan Kapitana Cleofe Saliente ngan han tag iya han tuna nga hira Cornelio N. Cuarto ngan Lenilita S. Saliente.

" Access to water is recognized as basic human right in the Philippines according to the Philippine Commission On Human Rights.".

Kay ano man nga pinaagi la hin MOA ni Kapitana Cleofe Saliente dire na kmi tatagan hin safe ngan potable water? dire ba hiya nasupak hit balaud? Dire natuno an ginyakan han representative han DILG dida han Brgy. Assembly petsa 18 han October, 2025 and I quote," Pag-uugnayan ng brgy. Officials at kanyang nasasakupan." An amun la ginhahangyu an full Transparency ngan Accountability han ira mga actions nga ginbuhat parte han tubig (collection of 12 percent VAT, No consultation/ no brgy. Reso for P2.00 water rate increase and contribution of P343.00 as maintenance cost utilization in lieu of 12 percent VAT).

Damu nga salamat ngan naglalaum,

An Matinahuron,

MERIAM CABIDOG PARADO-DEVARAS

Tag Kunsumo Han Tubig

SB - file
out going

Republic of the Philippines
Province of Leyte
MUNICIPALITY OF JARO

SB OFFICE
CERTIFIED PHOTOCOPY
DATE: 10/9/2026
BY:

TANGGAPAN NG SANGGUNIANG BAYAN

MERIAM CABIDOG PARADO-DEVARAS
Complainant,

Administrative Case No. 01-2026
For: Dishonesty, Misconduct in Office, Oppression, and Abuse of Authority

versus-

HON. CLEOFE S. SALIENTE,
Punong Barangay
Barangay Parasan Jaro, Leyte
Respondent.

x----------x

NOTICE TO FILE VERIFIED ANSWER

TO: HON. CLEOFE S. SALIENTE
Punong Barangay
Barangay Parasan
Municipality of Jaro, Leyte

GREETINGS:

You are hereby notified that a verified administrative complaint has been filed against you by **MERIAM CABIDOG PARADO-DEVARAS** with the Office of the Sangguniang Bayan of Jaro, Leyte.

Attached herewith is a copy of the verified complaint, including its annexes and supporting documents, for your information and guidance.

Pursuant to Section 62 of Republic Act No. 7160 (Local Government Code of 1991), you are hereby directed to file your **VERIFIED ANSWER** to the complaint within **FIFTEEN (15) DAYS** from receipt of this Notice.

Failure to submit your verified answer within the period prescribed shall be considered a waiver of your right to present evidence in your behalf. The investigation shall proceed and the case will be decided on the basis of the records and evidence on hand.

Issued this 10th day of March, 2026 at Jaro, Leyte.

HON. PEDRO B. TAÑALA JR.
Presiding Officer/Vice Mayor

Copy Furnished:

MERIAM CABIDOG PARADO-DEVARAS
Brgy. Parasan Jaro, Leyte

Jonna C. Cabidog
Received By:
03-12-26

Republic of the Philippines
Province of Leyte
Municipality of Jaro
SANGGUNIANG BAYAN
SB Session Hall, Multi-Purpose Building
Jaro, Leyte

Feb. 4, 2026 (Wed.)

SB OFFICE
CERTIFIED PHOTOCOPY
DATE: 10/9/2026
BY:

IN RE: VERIFIED ADMINISTRATIVE COMPLAINT

Administrative Case No. _____

MERIAM CABIDOG PARADO-DEVARAS,
Complainant,

- versus -

PUNONG BARANGAY OF PARASAN, JARO LEYTE, HON. CLEOFE C. SALIENTE
Respondent.

For: Dishonesty, Misconduct in Office, Oppression, and Abuse of Authority under Section 60 (c) and (e) of R.A. No. 7160 (Local Government Code of 1991)

x----------x

VERIFIED COMPLAINT

COMES NOW, the undersigned Complainant, unto this Honorable Sangguiniang Bayan, most respectfully states:

I. THE PARTIES

1. The **Complainant, Meriam Cabidog Parado-Devaras**, is of legal age, married, and a resident of Barangay Parasan, Jaro, Leyte, where she may be served with notices;

2. The **Respondent, Hon. Cleofe S. Saliente**, is the incumbent Punong Barangay of Barangay Parasan, Jaro, Leyte. She may be served with notices at the Barangay Hall of Parasan, Jaro, Leyte;

II. JURISDICTIONAL BASIS

3. This is a verified administrative complaint filed pursuant to Section 61(c) of Republic Act No. 7160 (Local Government Code

Meriam P. Devaras

of 1991), which vests jurisdiction over administrative complaints against elective barangay officials in the Sangguniang Bayan concerned;

4. The acts and complained of against the respondent constitute grounds for disciplinary action, specifically **Dishonesty, Misconduct in Office, Oppression, and Abuse of Authority** under **Section 60 (c) and (e)** of the same Code;

III. STATEMENT OF MATERIAL FACTS

5. Barangays Parasan and Palanog, Jaro, Leyte, are within the territorial service jurisdiction of the Jaro Water District ("JWD"). However, JWD's water services have not been extended to or made available to said barangays due to operational and infrastructure limitations. Considering that the geographic location of Barangays Parasan and Palanog is in close proximity to the water source of the Leyte Metropolitan Water District ("LMWD") in Pastrana, Leyte, JWD expressly authorized LMWD to supply water to the said barangays.

6. In 2017, a Memorandum of Agreement ("MOA") was executed between LMWD, JWD, and Barangays Parasan and Palanog ("BLGUs") for the construction of a water supply pipeline from Barangay Tingib, Pastrana, Leyte, to the jurisdictional boundaries of the BLGUs. A copy of the said MOA is attached *hereto as* ***Annex "A"***.

7. Under the said MOA, LMWD undertook to sell and supply water to the BLGUs through a **Metered Bulk Sale** arrangement, wherein the pipelaying component of the project was implemented sometime between 2017 and 2018, which was funded through the "*SALINTUBIG Program for the Waterless Barangays*" of the Department of the Interior and Local Government ("DILG"), secured by the BLGUs.

8. In 2019, a single mother meter was installed by LMWD under a joint account under the two BLGUs, at which time LMWD's water supply operations were already being handled by Primewater Infrastructure Corporation pursuant to a Joint Venture Agreement.

9. Thereafter, individual household service connections within Barangay Parasan were installed, the costs of which were

Mem P. Reyes

entirely borne by the residents themselves. Herein Complainant obtained her individual water service connection in **June 2024**, and has since been subject to billing under the barangay-managed water distribution system or formally called the **Barangay Parasan Water System ("BPWS")**, as evidence by the herein Water Billing Statements, attached hereto as **Annex "B" and series.**

10. The BPWS is managed and operated by barangay officials, with Respondent, Hon. Cleofe S. Saliente, acting as its President and Collecting Officer, exercising control over billing, collection, and enforcement of payments, while Barangay Councilor Jerry S. Parado and Barangay Secretary Jarlyn O. Diola act as the meter readers.

11. LMWD bills the BLGUs under one account ledger, while households with individual service connections in Barangay Parasan are billed by the BPWS;

12. From the commencement of its operations in **2019**, the BPWS, under the management and control of Respondent, ***consistently included in its billing statements to individual consumers in Barangay Parasan an additional charge denominated as "12% VAT", imposed on top of the actual water consumption charges.*** This is notwithstanding the fact that the bulk water supplied by Primewater to the BLGUs is already subject to a 12% Value-Added Tax;

13. It is crucial to note that the BPWS is **not a VAT-registered business entity** under the Bureau of Internal Revenue (BIR), **nor has it ever issued BIR-accredited official receipts** to its consumers.

14. On September 4, 2025, a joint barangay assembly meeting was conducted by Barangays Palanog and Parasan, Jaro, Leyte, with representatives from Primewater Leyte Metro, namely Ms. Melinda Petilla and Ms. Delieza Diaz, and from the Leyte Metropolitan Water District, namely Mr. Gerundio Calabia and Engr. Bernardo M. Devaras, who is also my husband. The meeting was held to address concerns regarding meter reading schedules, billing, and the imposition of a 12% VAT by the BPWS on top of the charges billed by Primewater to the BLGUs.

Mem P. Devaras

15. During the said assembly meeting, representatives from the Leyte Metropolitan Water District categorically stated that the BPWS should not impose a 12% VAT, as doing so would amount to double taxation, considering that the bulk water sold by Primewater to the BLGUs is already subject to a 12% VAT.

16. When I received my water bill statement for the month of September 2025, I noticed that the "12% VAT", as reflected in all prior monthly water bill statements, was crossed out and replaced as "Maintenance". A copy of my September 2025 Water Billing Statement is hereto attached as **Annex "C"**.

17. On October 18, 2025, during an assembly attended by the Sangguniang Bayan headed by the Vice Mayor, Respondent Hon. Cleofe S. Saliente was asked about the 12% VAT during the open forum. She responded: **"It dire nasugot, pautod nala kamo."** *("Those who do not agree should just have their water lines cut.")*

18. Respondent stated that there must be a water tariff increase imposed to cover water losses and added that she had to personally shoulder the cost of such water losses from her own pocket.

19. During the same open forum, residents requested a formal accounting of the total 12% VAT collected from 2019 to the present, as well as updates on water system maintenance and the remaining fund balance. However, rather than addressing these inquiries with transparency, the Respondent scolded the residents and refused to provide the requested information.

20. In the heat of scolding, Respondent emphasized that Barangay Parasan was only able to implement the water system through her efforts, arrogantly retorting: **"Ako la it naka MOA [Memorandum of Agreement], dire it mga konsumidor. Salit pautod nala it dire nasugot"**. *(I am the only one who signed the MOA, not the consumers. So, those who do not agree should just have their water service cut.)*

21. In the October 2025 bill, Respondent arbitrarily increased the rate per cubic meter by Two Pesos (Php 2.00) and added a Php 343.00 charge labeled as "loss," increasing Complainant's bill by more than 50% without any supporting ordinance to this effect. A copy of said bill is attached as **Annex "D"**.

Irene P. Reyes

22. On October 25, 2025, Barangay Councilor Jerry S. Parado, informed me and my husband that no liquidation reports exist for the 12% VAT collected between 2019 and 2023. He noted that liquidation will only be provided for the years 2023 to 2025.

23. Consequently, on October 30, 2025, the Complainant, together with twenty-six (26) constituents of Barangay Parasan, signed and submitted a formal complaint to the DILG, dated October 24, 2025, attached hereto as **Annex "E"**, which was also furnished to the Municipal Mayor's Office on November 20, 2025.

24. The said complaint submitted to the DILG detailed the grievances raised by the residents, specifically: the 12% VAT imposed by the BPWS under the Respondent's leadership, the unexplained surge in water consumption charges (including the Php 2.00/m^3 increase), and the demand for a comprehensive audit of the 12% VAT collections from 2019 to the present. However, instead of addressing these queries with transparency or staying the imposition of fees, the BPWS, under Respondent's direction, unilaterally increased the water tariff. As a result, the residents requested the DILG to conduct a formal investigation into these matters.

25. On November 25, 2025, Complainant obtained, via a phone image sent by a neighbor employed at the DILG, a copy of a handwritten document entitled "Memorandum of Agreement" dated November 18, 2025, which had been submitted to the said office. A copy of this document is hereto attached as **Annex "F"**

26. Said document, signed as "Approved" by the Respondent in her official capacity as Punong Barangay, together with the signatures of the two (2) lot owners where Complainant's water meter and pipeline traverse, declares that the consumers and barangay officials of Barangay Parasan have agreed to summarily disconnect Complainant's water connection due to alleged non-payment for the month of October 2025. Crucially, the document further states that even upon payment, the connection would not be restored on the ground that the lot owners purportedly no longer permit the passage of the pipeline.

27. This "Memorandum of Agreement" was executed on November 18, 2025, during a meeting with water consumers of Barangay

Irene P. Dennis

Parasan to which **Complainant was never invited, nor was she given the opportunity to participate.** Furthermore, no formal minutes of said meeting were prepared or made available to evidence the actual discussions or the basis for such a drastic resolution.

28. Prior to the actual disconnection, Complainant was **never served a Notice of Disconnection** nor provided any formal notice from the BPWS regarding the matter, depriving Complainant of her right to procedural due process which constitutes a flagrant violation of her basic human right to access potable water.

29. On November 26, 2025, Complainant submitted a follow-up letter to the DILG, attached here as **Annex "G"**, reiterating the request for immediate action on the grievances of the Barangay Parasan water consumers.

30. In said follow-up, Complainant explicitly manifested her **willingness to pay her actual water consumption** while the dispute over the questioned charges remained pending. However, **Respondent refused to accept the payment** on the sole ground that it did not include the unauthorized Php 2.00/m^3 tariff increase and the Php 343.00 "water loss" charge, the latter amounting to more than 50% of Complainant's actual consumption of Php 600.00 for the month of October 2025.

31. The Respondent's act of excluding Complainant from the November 18, 2025 meeting, coupled with the simultaneous issuance of a directive for permanent disconnection without notice, constitutes **evident bad faith, oppression, and a gross abuse of authority.** Respondent clearly "singled out" the Complainant as an act of retaliation for being a vocal critic of the BPWS's arbitrary and illegal imposition of fees.

32. On December 12, 2025, upon following up with the DILG Office in Jaro, Leyte, the Municipal Local Government Operations Officer (MLGOO), Mr. Jude Allan S. Villero, advised Complainant that the DILG lacks jurisdiction to adjudicate the ongoing dispute between the consumers and the barangay officials. Consequently, Mr. Villero recommended the filing of a Verified Complaint with the Sangguniang Bayan as the proper disciplining authority, hence the initiation of the instant action.

grew P. Reyes

IV. GROUNDS FOR ADMINSTRATIVE LIABILITY

A. Dishonesty and Misconduct in Office

33. The Respondent caused and allowed the collection of an additional charge denominated as "12% VAT" from water consumers of Barangay Parasan beginning in 2019, despite the fact that the **BPWS is not a VAT-registered entity with the Bureau of Internal Revenue (BIR) and does not issue BIR-authorized official receipts.**

34. The collection of a tax under the guise of "VAT" by a non-registered entity constitutes a patent violation of the National Internal Revenue Code (NIRC) and amounts to an illegal exaction of funds from the public.

35. By misrepresenting an unauthorized collection as a statutory tax, Respondent committed an illegal exaction of funds from the public. Such act constitutes **Dishonesty**, defined as the "disposition to lie, cheat, deceive, or defraud".

36. As a public official, Respondent is mandated to observe transparency and accountability. The active refusal to provide a liquidation or accounting of the "VAT" collections, later deceptively relabeled as "Maintenance", causes undue injury to the consumers of Barangay Parasan. **This lack of transparency, coupled with the arbitrary relabeling of funds, strongly suggests a violation of Section 3(e) of Republic Act No. 3019 (Anti-Graft and Corrupt Practices Act), which prohibits public officers from causing any undue injury to any party through manifest partiality, evident bad faith, or gross inexcusable negligence.**

37. Under the R.A. 7610 (Local Government Code of 1991), any imposition of taxes, fees, or charges, must be implemented through a valid Barangay Ordinance duly enacted by the Sangguniang Barangay and subjected to public hearings. The Respondent's unilateral imposition of the 12% "VAT," the Php 2.00/m^3 tariff increase, and the "water loss" charges were done without the benefit of any ordinance, making these collections **ultra vires and legally infirm.**

Mew V. Reyes

B. *Oppression and Abuse of Authority*

38. The summary disconnection of Complainant's water service without prior notice or a formal hearing is an act of **Oppression.** Access to water is a vital basic human right, and its termination requires strict adherence to due process. **Respondent's approval of a clandestine handwritten "Memorandum of Agreement" to permanently deprive Complainant of water is a manifest abuse of her power as Punong Barangay.**

39. In the case of *Ardiente v. Pastorfide, et al.*[1], the Supreme Court held that **even when a party or utility has a contractual or legal right relating to service termination, such right must be exercised with justice, honesty, and good faith,** and that **disconnection *without prior notice and/or without just cause is actionable* and may support damages,** pursuant to **Article 19 of the New Civil Code** which states that "every person must, in the exercise of his rights and in the performance of his duties, act with justice, give everyone his due, and observe honesty and good faith."

40. Respondent is therefore guilty of violating these fundamental legal principles through her calculated omissions and bad faith. Her failure to provide a formal disconnection notice, and her categorical refusal to allow Complainant the opportunity to pay her actual consumption charges constitute a clear case of **oppression and abuse of authority.** In her dual capacity as Punong Barangay and President of the BPWS, Respondent used her office not to serve her constituent, but to summarily deprive her of a vital resource and basic human right as a form of administrative punishment, which is patently illegal and actionable under Section 60 of the Local Government Code.

41. Moreover, the timing of the disconnection of Respondent's water line, occurring immediately after Complainant sought intervention from the DILG for an audit, clearly demonstrates that the act was not a legitimate enforcement of water system rules but a retaliatory measure. This act was specifically intended to harass, intimidate, and punish the Complainant for being vocal in demanding accountability and transparency regarding the collection of fees by the BPWS. Such a vindictive exercise of power is the very essence of oppression as contemplated by Section 60 of the Local Government Code.

---

[1] G.R. No. 161921, July 17, 2013

Mew P. Herrera

PRAYER

WHEREFORE, premises considered, it is most respectfully prayed of this Honorable Sangguniang Bayan that:

1. The Verified Complaint be **GIVEN DUE COURSE** and a formal investigation be commenced;

2. An **ORDER** be issued **DIRECTING** the Respondent to **IMMEDIATELY RESTORE** Complainant's water service connection, without prejudice to the Complainant's willingness to pay her actual and lawful water consumption charges;

3. ***FIND*** *Respondent,* **Hon. Cleofe S. Saliente, administratively liable** for Dishonesty, Misconduct in Office, Oppression, and Abuse of Authority, in violation of Sections 60(c) and 60(e) of Republic Act No. 7160 (Local Government Code of 1991) and **IMPOSE** the appropriate administrative penalties therefor, as may be warranted;

All other reliefs just and equitable under the foregoing circumstances are likewise prayed for.

RESPECTFULLY SUBMITTED.

02 February 2026, Jaro, Leyte.

MERIAM CABIDOG PARADO-DEVARAS
Complainant

Copy furnished:

Hon. Cleofe C. Saliente
Brgy. Hall, Parasan, Jaro, Leyte

VERIFICATION AND CERTIFICATION OF NON-FORUM SHOPPING

I, **MERIAM CABIDOG PARADO-DEVARAS**, *Filipino, of legal* age, married, a resident of Barangay Parasan, Jaro, Leyte, after having been duly sworn to in accordance with law do hereby state that:

1. I am the Complaint in the above-entitled Verified Complaint;

2. I have caused its preparation and have read and understood the same and all the allegations contained therein are true and correct out of my own personal knowledge and/or based on authentic records;

3. I have understood that the pleading is not filed to harass, cause unnecessary delay, or needlessly increase the cost of litigation;

4. I have understood that the factual allegations therein have evidentiary support or, if specifically so identified, will likewise have evidentiary support after a reasonable opportunity for discovery;

5. I have not commenced any action or proceeding involving the same issue in any court, tribunal or quasi-judicial agency and, to the best of my knowledge, no such other action or claim is pending therein;

6. Should I learn that the same or similar action, claim or proceeding has been filed or pending, I shall report that fact within five (5) days from discovery thereof.

IN WITNESS WHEREOF, I have hereunto affixed my signature, this 2nd day of February 2026 in the City of Tacloban, Philippines.

Meriam Parado Devaras
MERIAM CABIDOG PARADO-DEVARAS
Affiant
PRC ID No. 0807675

SUBSCRIBED AND SWORN TO before me a Notary Public for and in the City of Tacloban, Philippines this FEB 02 2026, affiant showing to me her competent proof of identity and swore before me that she has fully understood the contents and allegations

in the foregoing instrument and that the same is her free and voluntary act and deed.

Witness my hand and seal in the date and place above-written.

Doc. No.: 201;
Page No.: 107
Book No.: X;
Series of 2026.

ATTY. DIVINE GRACE A. TAN
Notary Public until December 31, 2026
Notarial Commission No. 2025-02-107
For Tacloban City
EASTERN VISAYAS LAW CENTER
Old House, Zamora St., Brgy. 07, Tacloban City
Roll No. 75347
IBP O.R. No. 569428 /December 22, 2025/Leyte
PTR No. 8812084/01/05/2026/Tacloban City

Republic of the Philippines
LE E METROPOLITAN WATER DISTRICT
LMWD Compound, Brgy. 74, Nulatula, Tacloban City

ANNEX "A"

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT made and entered into this _____ by and among:

The **LEYTE METROPOLITAN WATER DISTRICT**, formed and created pursuant to the provisions of Presidential Decree No. 198 as amended, and declared as a Government-Owned and Controlled Corporation by virtue of En Banc decision of the Supreme Court on the case of Davao City Water District, et.al. vs. Civil Service Commission (CSC) and Commission on Audit (COA) (G.R. Nos. 95237-38), promulgated on September 13, 1991 with principal address at Motorpool Compound, Barangay 74, Nula-Tula, Tacloban City, represented in this act by **MR. PASTOR A. HOMERES**, in his capacity as General Manager, hereinafter referred to as "**LMWD**," collectively referred herein as "**Parties**" or singularly as "**Party**."

-and-

The **JARO WATER DISTRICT**, formed and created pursuant to the provisions of Presidential Decree No. 198 as amended, and declared as a Government-Owned and Controlled Corporation by virtue of En Banc decision of the Supreme Court on the case of Davao City Water District, et.al. vs. Civil Service Commission (CSC) and Commission on Audit (COA) (G.R. Nos. 95237-38), promulgated on September 13, 1991 with principal address at Poblacion, Jaro, Leyte, represented in this act by **MR. ANTONIO G. SORIMA**, in his capacity as the General Manager, hereinafter referred to as "**JWD.**"

-and-

The **LOCAL GOVERNMENT UNIT OF BARANGAY PARASAN, Jaro, Leyte** formed and created pursuant to the provisions of R.A. No. 7160 as amended, otherwise known as The Local Government Code of the Philippines represented in this act by **Hon. CLEOFE C. SALIENTE** in her capacity as the Punong Barangay, hereinafter referred to as **LGU-Parasan**, or jointly called with **LGU-Palanog** as "**LGUs**";

-and-

The **LOCAL GOVERNMENT UNIT OF BARANGAY PALANOG, Jaro, Leyte** formed and created pursuant to the provisions of R.A. No. 7160 as amended, otherwise known as The Local Government Code of the Philippines represented in this act by **Hon. BIENVENIDO T. SALAÑO** in his capacity as the Punong Barangay, hereinafter referred to as **LGU-Palanog**, or jointly called with **LGU-Parasan** as "**LGUs**".

-WITNESSETH-

WHEREAS, LGU-Parasan and **LGU-Palanog** is in need of a supply of potable water to be distributed to their respective barangay constituents;

WHEREAS, said **LGUs** are part of the municipality of Jaro, Leyte and are under the jurisdiction of **JWD**;

WHEREAS, these **LGUs** requested the services of **JWD**, however, the latter is incapable to provide the same since it has not extended yet its services where the **LGUs** are situated;

WHEREAS, the **LGUs** are situated nearer to **LMWD's** pipeline access to potable water;

WHEREAS, in view of the unfeasibility of the request of the **LGUs**, the **JWD**, pursuant to its Board Resolution No. 01-02, Series of 2016 a copy of which is attached as *Annex "A"* and shall form an integral part of this Agreement, has waived its rights as well as its authority to supply the water needs of the **LGUs** and thereby allowed the latter to enter into a service contract with **LMWD**;

WHEREAS, in consideration of the raw water being derived generated from Binahaan River and several creeks located within the boundaries of Pastrana and Jaro municipalities, **LMWD** agrees to sell and supply water to the **LGUs** through Metered Bulk Water Sale at its specialized rate, copy of which is attached as *Annex "B"* and shall form an integral part of this Agreement to which **LGUs** understand as an exclusive offer to it and is subject to the policies, rules and regulations of **LMWD**; and

WHEREAS, to achieve this purpose a water distribution pipeline shall be constructed by the **LGUs** from the boundary of Brgy. Tingib, Pastrana, Leyte and Brgy. Parasan, Jaro, Leyte to the boundary of Brgy. Parasan, Jaro, Leyte and Brgy. Palanog, Jaro, Leyte; and said pipeline shall be interconnected by **LMWD** to its existing transmission pipeline located at Brgy. Tingib, Pastrana, Leyte;

WHEREAS, the **LGUs** were able to secure the necessary funding for the said project from the Department of Interior Local Government through the latter's SALINTUBIG Program for the Waterless Barangays, the details of which is attached herewith and marked as *Annex "C"*;

WHEREAS, these **LGUs** shall apply with **LMWD** a new water service connection which the latter shall approve and install upon compliance and submission by the former of the documentary requirements and payment of the corresponding fees and charges;

NOW THEREFORE, for and in consideration of the foregoing premises and mutual covenants and stipulations, the **Parties** hereby further agree of the responsibilities prescribed under this Agreement specifically in Article II, Paragraphs A to C.

Article I. The Project

The project's name is the Proposed Water System Project for Barangay Parasan and Brgy. Palanog, Jaro, Leyte. The total project cost is Two Million Pesos (Php 2,000,000.00).

Article II. Responsibilities of the Parties

A. The **LGU-Parasan and LGU-Palanog** or **LGU's** shall:

1. Secure technical assistance from **LMWD** with respect to the preparation of the Program of Work (POW) and Detailed Cost Estimates for the proposed project;

2. Implement the construction of the after-the-meter pipeline from the location of the meter stand in the boundaries of Tingib, Pastrana and Parasan, Jaro, Leyte to its end point as prescribed in the POW;

3. Enter into a service connection contract with and pay the corresponding fees and charges to **LMWD** at its main office located at Barangay 74, Lower Nulatula, Tacloban City once the after-the-meter pipeline has already been duly constructed/implemented;

4. Operate and maintain the after-the-meter water facilities including all matters concerning water supply distribution;

5. Formally organize a Water Users Association and elect the desired officers who shall be responsible in the operation of the water system, the systematic and equal distribution of water between **LGU-Parasan** and **LGU-Palanog**, the needed repair and maintenance of the service connections after the meter, the collection of water fees from among water users, legal representation with the **LMWD**, and any other concerns relevant to said water service connection;

6. Pay to **LMWD** the monthly water consumption indicated in the Water Bill, the corresponding surcharge/s in case payment has been made after the designated due date, and the penalty-ies in the event any of the provisions of Presidential Decree Number 8041 otherwise known as Water Crisis Act shall have been violated or any other pertinent laws concerning water protection and utilization;

7. Allow **LMWD** personnel to disconnect the water service connection in the event of failure to pay its (**LGUs**) monthly water consumption as computed/reflected in the Water Bill, and to permit **LMWD's** Repair and Maintenance crew to perform such works as may be deem necessary on the water service connection particularly on the meter stand and service line before the meter;

8. Provide assistance that may be needed/requested by **LMWD** such as but not limited to protecting and safeguarding the service connection from any unintentional/intentional damage/s or destruction, its water meter from any form of pilferages that will affect the actual/accurate registry of water consumption thereof; from any other illegal act of water utilization that will affect the normal flow or compromise the quality of water, thereby adversely affect the interest of the **LGU's** and **LMWD**;

9. Immediately report to **LMWD**, any information of the circumstances mentioned in the preceding paragraph;

10. Inform **LMWD** should "no, low, or turbid supply of water" will be experienced in the water service connection for the latter's immediate and appropriate action;

11. Adhere and be bound to the policies, rules and regulations of the **LMWD** on all matters concerning the water service connection or as the latter's water concessionaire; and

12. **LGU-Parasan** and **LGU-Palanog** commit and agree to extend the after-the-meter distribution pipeline to the barangay proper of **LGU-Palanog** should in the near future the latter can provide the necessary funding for the desired pipeline extension.

B. The **LMWD** shall:

1. Provide the Program of Work and Detailed Cost Estimates requested by the **LGUs**;
2. Install the duly approved application for New Water Service Connection of the **LGUs** at the boundary of Barangay Tingib, Pastrana, Leyte and Barangay Parasan, Jaro, Leyte. The specific location of which is as indicated in the Inspector's Map Sketch.
3. Tap said connection to **LMWD's** pipeline at Tingib, Pastrana, Leyte and assure continued supply of water to the same
4. Categorize the Water Service Connection as Metered Bulk Water Connection, the consumption thereof to be computed based on a special water rate as computed and approved by **LMWD** as agreed by the PARTIES;
5. Bill the **LGUs** its monthly water consumption as reflected in the water meter.
6. Conduct regular repair and maintenance works or as may be deemed necessary to maintain the regular flow of safe and potable water to the said service connection.
7. Coordinate with and inform **LGUs** all matters that the latter needs to know concerning the water service connection; and
8. Require **LGUs** strict compliance with the policies, rules and regulations of LMWD as well as all laws, statutes concerning water utilization and protection.

C. The **JWD** shall:

1. Before the commencement of the project submit to **LMWD** a duly approved Board Resolution specifically waiving its right and authority in favor of **LMWD** to supply the water needs of **LGU-Parasan** and **LGU-Palanog** or herein jointly referred as **LGUs**.

Article III. PAYMENT, TERMS AND CONDITIONS

The total project cost of Two Million Pesos (Php 2,000,000.00) shall be sourced out by the **LGU-Parasan** and **LGU-Palanog** from the Saintubig Funds of the government being facilitated by the Department of Interior and Local Government (DILG).

However, since **LGU-Palanog** has waived the funds granted to the latter by the Department of Interior Local Government through the latter's SALINTUBIG Program for the Waterless Barangays, copy of which is attached as *Annex "D"* and shall form an integral part of this Agreement, the said total project cost shall be on account of and paid entirely by **LGU-Parasan.**

The computed amount for the construction of the four inches diameter (4") lineal meter distribution pipeline, the corresponding fees and charges for the installation of new water service connection, and the installation of six (6) units Public Faucets intended for LGU-Parasan and LGU-Palanog is final and can no longer be negotiated.

The total amount of the items in the Program of Work that corresponds to the installation of a new water service connection to be implemented by **LMWD** shall be paid by the **LGUs** to **LMWD** at the latter's main office in Brgy. 74, Lower Nulatula, Tacloban City.

Article IV. SPECIAL PROVISIONS

1. **LMWD** reserves the right to withhold the implementation of its responsibilities in the event the **LGUs** and the **JWD** refuses to comply or adhere to stipulated terms and conditions in the implementation of its responsibilities;
2. The water utilization in the water service connection shall be in accordance with the terms and conditions stipulated in the Memorandum of Undertaking to be executed by the **LGUs**, in the duly approved Water Service connection application, and to the existing policies, rules and regulations of **LMWD** in conformance to laws, statutes, and Implementing Rules and Regulations concerning water utilities.
3. It is understood that the After-the-Meter service connections and the distribution of water supply thereat including the repair and maintenance of the service line shall be the sole responsibility of **LGUs**, while, the meter, the meter stand, and the service line before the meter shall be that of the **LMWD**.

V. FINAL PROVISIONS

1. The Memorandum of Agreement (MOA) shall take effect upon signing hereof and shall continue to be in force until completion of the objectives of the Project, which agreement may be modified, repealed, altered or extended only by mutual written agreement of parties herein;
2. If for any reason, any provision of this Agreement is found invalid, contrary to law or public policy, or beyond the scope of authority of the signatories herein, the remaining provisions not affected, shall continue to be in force and in effect; and

In **WITNESS WHEREOF**, the parties hereto affixed their signatures in the place and on the date first above written.

Local Government Unit of
Parasan, Jaro, Leyte

CLEOFE C. SALIENTE
Punong Barangay

Local Government Unit of
Palanog, Jaro, Leyte

BIENVENIDO T. SALAÑO
Punong Barangay

Jaro Water District (JWD)	Leyte Metropolitan Water District (LMWD)
ANTONIO G. SORIMA	**PASTOR A. HOMERES**
General Manager	General Manager

SIGNED IN THE PRESENCE OF:

JERLYN C. DOLA

A C K N O W L E D G M E N T

Republic of the Philippines)
Mangalang, Leyte) S.S.

BEFORE ME, a Notary Public, for Mangalang this 06 JAN 2017 personally appeared **PASTOR A. HOMERES** with Office I.D. No.OGM-0403-117 valid until December 31, 2017; **CLEOFE SALIENTE** with [illegible] valid until [illegible]; **BIENVENIDO SALAÑO** with [illegible] valid until [illegible]; and **ANTONIO G. SORIMA** with [illegible] valid until [illegible] respectively known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free voluntary act and deed.

This Instrument refers to a Memorandum of Agreement consisting of six (6) pages including this page where the acknowledgement is written, signed by the parties and their instrumental witnesses and on the left hand margin of each and every page.

WITNESS MY HAND AND SEAL on the date and at the place first above written.

ATTY. JARED [illegible] HOMERES-NERI
Notary Public/Attorney-at-Law
Notary Public
610 Velarde St., Alangalang, Leyte
NC No. 2017-01-10/ Jan. 4, 2017
Valid until Dec. 31, 2018
TIN: 252-397-549-000/Roll of Atty's No. 52901
PTR No. PL 0164867/ 01-04-17/Alangalang
IBP No. 09895241/ 01-04-16/Leyte

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Series of 2017

ANNEX "B-1"

BARANGAY PARASAN WATER SYSTEM

BRGY. PARASAN JARO, LEYTE

WATER BILLING STATEMENT

NAME OF CONSUMER: Meriam Devaras MONTH OF: June 2024

DATE READ		READING		Cu. m Consumed	Rate Per Cu. m	TOTAL	12% VAT	NET DUE
FROM	TO	PRESENT	PREVIOUS					
5-20-24	6-18-24	42	29	13	38	494	60	554.00

DUE DATE: June 21, 2024

(PLEASE PAY ON OR BEFORE DUE DATE)

NOTE: 10% PENALTY CHARGED IF PAID BEYOND DUE DATE

PAYMENT RECEIVED BY:

HON. CLEOFE C. SALIENTE
PAYMENT COLLECTOR

BARANGAY PARASAN WATER SYSTEM

BRGY. PARASAN JARO, LEYTE

WATER BILLING STATEMENT

NAME OF CONSUMER: Merian Devaras MONTH OF: July 2024

DATE READ		READING		Cu. m Consumed	Rate Per Cu. m	TOTAL	12% VAT	NET DUE
FROM	TO	PRESENT	PREVIOUS					
6-18-24	7-19-24	50	42	8	38	304	37	341.00

DUE DATE: 7-21-24

(PLEASE PAY ON OR BEFORE DUE DATE)

PAYMENT RECEIVED BY:

HON. CLEOFE C. SALIENTE
PAYMENT COLLECTOR

BARANGAY PARASAN WATER SYSTEM

BRGY. PARASAN JARO, LEYTE

WATER BILLING STATEMENT

NAME OF CONSUMER: Miriam Devaras MONTH OF: SEPT. 2024

DATE READ		READING		Cu. m Consumed	Rate Per Cu. m	TOTAL	12% VAT	NET DUE
FROM	TO	PRESENT	PREVIOUS					
8-18-24	9-18-24	59	54	5	38	190	23	213 171 384

DUE DATE: 9-21-24

(PLEASE PAY ON OR BEFORE DUE DATE)

NOTE: 10% PENALTY CHARGED IF PAID BEYOND DUE DATE

PAYMENT RECEIVED BY:

HON. CLEOFE C. SALIENTE
PAYMENT COLLECTOR

ANNEX "B-2"

BARANGAY PARASAN WATER SYSTEM

BRGY. PARASAN JARO, LEYTE

WATER BILLING STATEMENT

NAME OF CONSUMER: Meriam D.

MONTH OF: Oct. 2024

DATE READ		READING		Cu. m Consumed	Rate Per Cu. m	TOTAL	12% VAT	NET DUE
FROM	TO	PRESENT	PREVIOUS					
9-18-24	10-18-24	64	59	5	38	190	23	213.00

DUE DATE: 10-21-24

(PLEASE PAY ON OR BEFORE DUE DATE)

NOTE: 10% PENALTY CHARGED IF PAID BEYOND DUE DATE

PAYMENT RECEIVED BY:

HON. CLEOFE C. SALIENTE
PAYMENT COLLECTOR

BARANGAY PARASAN WATER SYSTEM

BRGY. PARASAN JARO, LEYTE

WATER BILLING STATEMENT

NAME OF CONSUMER: MERIAM DEVARAS

MONTH OF: Nov. 21, 2024

DATE READ		READING		Cu. m Consumed	Rate Per Cu. m	TOTAL	12% VAT	NET DUE
FROM	TO	PRESENT	PREVIOUS					
10-18-24	11-18-24	69	64	5	38	190	23	213.00

DUE DATE: Nov. 21, 2024

(PLEASE PAY ON OR BEFORE DUE DATE)

NOTE: 10% PENALTY CHARGED IF PAID BEYOND DUE DATE

PAYMENT RECEIVED BY:

HON. CLEOFE C. SALIENTE
PAYMENT COLLECTOR

BRGY. PARASAN JARO, LEYTE

NAME OF CONSUMER: Meriam Devaras

MONTH OF: Jan. 2025

DATE READ		READING		Cu. m Consumed	Rate Per Cu. m	TOTAL	12% VAT	NET DUE
FROM	TO	PRESENT	PREVIOUS					
12/18/24	01/19/25	82	76	6	38	228	28	256.00

DUE DATE: 01/21/25

(PLEASE PAY ON OR BEFORE DUE DATE)

PAYMENT RECEIVED BY:

HON. CLEOFE C. SALIENTE
PAYMENT COLLECTOR

ANNEX "B-3"

BARANGAY PARAS W WATER SYSTEM

BRGY. PARASAN JARO, LEYTE

WATER BILLING STATEMENT

NAME OF CONSUMER: MERIAM DEVARAS

MONTH OF: Feb. 2025

DATE READ		READING		Cu. m Consumed	Rate Per Cu. m	TOTAL	12% VAT	NET DUE
FROM	TO	PRESENT	PREVIOUS					
1-19-25	2-20-25	90	82	8	38	304	37	341.00

DUE DATE: 2-23-25

(PLEASE PAY ON OR BEFORE DUE DATE)

NOTE: 10% PENALTY CHARGED IF PAID BEYOND DUE DATE

PAYMENT RECEIVED BY:

for: [signature]

HON. CLEOFE C. SALIENTE
PAYMENT COLLECTOR

W BILLING STATEMENT

NAME OF CONSUMER: Meriam Paras

MONTH OF: March 2025

DATE READ		READING		Cu. m Consumed	Rate Per Cu. m	TOTAL	12% VAT	NET DUE
FROM	TO	PRESENT	PREV					
2/19/25	3/18/25	93	90	3	38	114	14	128.00

DUE DATE: 3-23-25

PLEASE PAY ON OR BEFORE DUE DATE)

NOTE 10% PENALTY CHARGED IF PAID BEYOND DUE DATE

PAYMENT RECEIVED BY:

[signature]

HON. CLEOFE C. SALIENTE
PAYMENT COLLECTOR

NAME OF CONSUMER: Meriam Devaras

MONTH OF: April 2025

DATE READ		READING		Cu. m Consumed	Rate Per Cu. m	TOTAL	12% VAT	NET DUE
FROM	TO	PRESENT	PREVIOUS					
3/19/25	4/21/25	95	93	2	38	76	9	85.00

DUE DATE: 4/23/25

[signature]

ANNEX "B-4"

NAME OF CONSUMER: Meriam Devaras

MONTH OF: May 2025

DATE READ		READING		Cu. m Consumed	Rate Per Cu. m	TOTAL	12% VAT	NET DUE
FROM	TO	PRESENT	PREVIOUS					
04-20-25	05-20-25	105	95	10	38	380	46	426.00

DUE DATE: May 23, 2025

(PLEASE PAY ON OR BEFORE DUE DATE)

PAYMENT RECEIVED BY:

for: Jen

HON. CLEOFE C. SALIENTE
PAYMENT COLLECTOR

BARANGAY PARASAN WATER SYSTEM

BRGY. PARASAN JARO, LEYTE

WATER BILLING STATEMENT

NAME OF CONSUMER: Meriam Devaras

MONTH OF: June 2025

DATE READ		READING		Cu. m Consumed	Rate Per Cu. m	TOTAL	12% VAT	NET DUE
FROM	TO	PRESENT	PREVIOUS					
5/21/25	6/20/25	105	123	18	38	684	82	766.00

DUE DATE: June 22, 2025

(PLEASE PAY ON OR BEFORE DUE DATE)

NOTE: 10% PENALTY CHARGED IF PAID BEYOND DUE DATE

PAYMENT RECEIVED BY:

for: Jen

HON. CLEOFE C. SALIENTE
PAYMENT COLLECTOR

BARANGAY PARASAN WATER SYSTEM

BRGY. PARASAN JARO, LEYTE

WATER BILLING STATEMENT

NAME OF CONSUMER: Meriam Devaras

MONTH OF: July 2025

DATE READ		READING		Cu. m Consumed	Rate Per Cu. m	TOTAL	12% VAT	NET DUE
FROM	TO	PRESENT	PREVIOUS					
6/19/25	7/19/25	138	123	15	38	570	68.00	638.00

DUE DATE: July 23, 2025

(PLEASE PAY ON OR BEFORE DUE DATE)

NOTE: 10% PENALTY CHARGED IF PAID BEYOND DUE DATE

PAYMENT RECEIVED BY:

HON. CLEOFE C. SALIENTE
PAYMENT COLLECTOR

ANNEX "B-5"

BARANGAY PARASAN WATER SYSTEM

BRGY. PARASAN JARO, LEYTE

WATER BILLING STATEMENT

NAME OF CONSUMER: MERIAM DEVARAS **MONTH OF:** AUG. 2025

7/20/25	8/21/25	158	138	20	38	760	91	851.-

DUE DATE:

Aug. 24, 2025

(PLEASE PAY ON OR BEFORE DUE DATE)

NOTE: 10% PENALTY CHARGED IF PAID BEYOND DUE DATE

PAYMENT RECEIVED BY:

HON. CLEOFE C. SALIENTE
PAYMENT COLLECTOR

ANNEX "C"

BARANGAY PARASAN WATER SYSTEM

BRGY. PARASAN JARO, LEYTE

WATER BILLING STATEMENT

NAME OF CONSUMER: MERLIAN DEVARAS MONTH OF: SEPT. 2025

READING DATE		PRESENT	PREVIOUS	CONSUMPTION	RATE PER CU. M	TOTAL AMOUNT DUE		NET AMOUNT DUE
08/10/25	08/20/25	192	158	34	38	1292	155	1,447.00

DUE DATE: Sept. 27, 2025

(PLEASE PAY ON OR BEFORE DUE DATE)

NOTE: 10% PENALTY CHARGED IF PAID BEYOND DUE DATE

PAYMENT RECEIVED BY:

HON. CLEOFE C. SALIENTE

PAYMENT COLLECTOR

ANNEX "D"

BARANGAY PARASAN WATER SYSTEM

BRGY. PARASAN JARO, LEYTE

WATER BILLING STATEMENT

ME OF CONSUMER: MERIAM DEVARAS

MONTH OF: OCTOBER 2025

DATE READ		READING		Cu. m Consumed	Rate Per Cu. m	TOTAL	12% VAT	NET DUE
FROM	TO	PRESENT	PREVIOUS					
9/25	10/21/25	207	192	15	40	600		600.00

UE DATE:

OCTOBER 27, 2025

(PLEASE PAY ON OR BEFORE DUE DATE)

NOTE: 10% PENALTY CHARGED IF PAID BEYOND DUE DATE

PAYMENT RECEIVED BY:

+ 343.00 LOSS

₱943.00

HON. CLEOFE C. SALIENTE

PAYMENT COLLECTOR

ANNEX "E"

October 24, 2025

Maupay Nga Adlaw ;

Hi kami nga mga tag kunsumo han tubig ha Brgy. Parasan, Jaro leyte nga nakapirma ha ubos , naaru hin bulig tikang ha opisina hit Sangguniang Bayan, Munisipyo hit Jaro Leyte, han mga issue nga dire gintatagad han nagkakapot ha amun patubig. Dida han Brgy. Assembly Day, petsa 18 han Octobre, 2025, nag kamay ada meeting nga gindumara og gin atendiran han Vice Mayor ngan Sangguniang Bayan Members.

An issue nga ginpakiana an masunod:

1. An 12 % VAT nga nakaduha gindugang ha amun water bill kada bulan nga resulta han pag hataas han amun kabaraydan.
2. Tigda nga pag hataas han amun kunsumo han tubig , nag agree nga mag meeting anay an water supply officers para mabaru kami han resulta.
3. Amun ginrereklamo nga magka may ada AUDIT han kuarta ngan kanan 12 % VAT nga nakaltas ha amun tikang tuig 2019 hasta ngada yana para masabtan namun an amun reklamo, lugod kabaliktaran an solusyon, nagpahataas hira han taripa han tubig. It nagdudumara hit amun patubig hi Kapitana Cleofe Saliente ngan it meter reader hi Gerry Parado ngan Brgy. Secretary Gerlyn Diola.

Damu nga salamat ngan nag lalaum nga maimbestigahan ini nga amun concern.

Mga pirma han apektado nga kunsumedor ngan molupyo han Brgy. Parasan, Jaro Leyte:

	NAME:	SIGNATURE:
1.	MERLINDA CABIDOG PARADO - DEVARAS	
2.		
3.	SALVADOR C. CABIDOG SR.	
4.	REYNALDO CABIDOG	
5.		
6.		
7.	FRANCEL MAE A. PARADO	
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		
18.	NIXON S. ROXAS	
19.		

11/20/2025

20. _____
21. Jennifer Magdadaro
22. JOSE L. LADONIA JR
23. LEHRLITA SALVADOR
24. _____
25. _____
26. _____
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Copy Furnished:

Mayor's Office, Municipality of Jaro, Leyte
Brgy. Parasan Officials

ANNEX "F"

Republic of The Philippines
Province of Leyte
Municipality of Jaro
Barangay Parasan

NOV 18, 2015

MEMORANDUM OF AGREEMENT
WATER CONSUMERS

1.) GINKASARUDDAAN HAN MGA CONSUMERS NGAN BARANGAY OFFICIALS NGA NUNDAN HIRA MERIAM DEVARAS HAN IRA WATER CONNECTION MAHITUNGOD NGA WARAY NAMAGBAYAD HAN IRA KUNSUMO HAN BULAN HAN OCTOBER 2015, NGAN DIRAW PON MAGBAYAD HIRA DIRI NA IBABALIK KAY DIRI NA NATUGOT AN TAG-IYA HAN TUNA NGA INAAGIAN HAN IRA TUBO.

Approved by:

HON. CLEOFE C. SALIENTE
PUNONG BARANGAY

TAG-IYA HAN TUNA

CORNELIO N. CUARTO

LENELITA S. SALIENTE

Republic of the Philippines
Province of Cagayan
Municipality of Claveria
Barangay Nanauan

Attendance for Water System Committee

Names

1) EDNA M. BESTO — Edna M. Besto
2) NORA E. FLORALDE — Nora C. Floralde
3) LORNA C. GAYAS — Lorna C. Gayas
4) NILDA T. SALIENTE → [signature]
5) TEOFILA H. QUIMINALES — [signature]
6) CORNELIO N. CUARTO — [signature]
7) NONITA F. DULA — [signature]
8) ELLA S. CUARTO — [signature]
9) ELANIE C. NOA — [signature]
10.) NILDA C. CALDITAZA — NCC
11.) ROSALINA GUCAN — [signature]
12) TERESA B. MIRANTE — [signature]
13.) LARISSA PARADO — [signature]
14) EDITA — [signature]
15) REYNALDO C. BERDAN — [signature]
16.) RICARDO SANTOS — [signature]
17) Emelita L. Callejagan — [signature]
18) Gallardo, Monita O. — [signature]
19.) JERRY S. PARADO — [signature] A. Parado
20) Alfredo Parado — [signature]
21. CLEOFE C. SALIENTE — [signature]
22. JANILYN O. DIOLA — [signature]
23. ROBERTO GARING — [signature]
24. Estrella Berdan — [signature]

ANNEX "G"

November 26,2025

11/26/25
11:49

Maupay Nga Adlaw,

In behalf han Water Concessionaires ngan molupyo han Brgy. Parasan, Jaro Leyte nga nakapirma dida han amun surat nga ginpadangat ha iyu buhatan, DILG munisipyo han Jaro, Leyte , dida han petsa 30 han Oktubre, tuig 2025 in naghahangyo nga matagan hin immediate action han amun reklamo.

Samtang nga dire pa nasosolbar an amun mga reklamo, nag kaada la gihapon ako hin sinisiring nga willingness pagbayad han akun kunsumo han tubig pero waray karawta an akun bayad ni kapitana Cleofe Saliente kay dire lakip an ira ginpataw nga kadugangan nga P2.00 nga taripa ngan P343.00 nga kadugangan nga bayad han sinisiring nga water loss or NRW- Non Revenue Water. (Please see attached copy of our water bill for the month Oct. 2025)

Lugod an naging kabatunan han am aktibo nga Kapitana Cleofe Saliente , naghimu hiya hin Memorandum Of Agreement nga pinirmahan niya dida han November 18, 2025 , nga amu liwat an petsa han iya pagpatawag han meeting han mga water concessionaires , nga waray man ini dida han minutes han iya meeting. Usa ako nga water concessionare ngan rehistrado nga molupyo han Brgy. Parasan Jaro leyte, pero waray ako tagi hin letter of invitation hini nga meeting. Napapausa la kmi, kay ano MOA man an iya ginpadangat nganhi ha DILG office instead nga minutes han meeting or resolution nga nag come up han ira meeting nga ginbuhat. Dida

jmas

han iya MOA gin cite niya nga uutdan na kmi han water pipeline permanently ha rason nga waray kami nagbayad ngan an am metro nakada hin dire amon lote, pero san o kami magpataud han metro nagsarit anay kami kan Kapitana Cleofe Saliente ngan han tag iya han tuna nga hira Cornelio N. Cuarto ngan Lenilita S. Saliente.

" Access to water is recognized as basic human right in the Philippines according to the Philippine Commission On Human Rights.".

Kay ano man nga pinaagi la hin MOA ni Kapitana Cleofe Saliente dire na kmi tatagan hin safe ngan potable water? dire ba hiya nasupak hit balaud? Dire natuno an ginyakan han representative han DILG dida han Brgy. Assembly petsa 18 han October, 2025 and I quote," Pag-uugnayan ng brgy. Officials at kanyang nasasakupan." An amun la ginhahangyu an full Transparency ngan Accountability han ira mga actions nga ginbuhat parte han tubig (collection of 12 percent VAT, No consultation/ no brgy. Reso for P2.00 water rate increase and contribution of P343.00 as maintenance cost utilization in lieu of 12 percent VAT).

Damu nga salamat ngan naglalaum,

An Matinahuron,

Meriam P. Devaras

MERIAM CABIDOG PARADO-DEVARAS

Tag Kunsumo Han Tubig