



Republic of the Philippines  
Province of Bohol  
**MUNICIPALITY OF LOON**

**OFFICE OF THE SANGGUNIANG BAYAN**

**EXCERPTS FROM THE MINUTES OF THE 141<sup>ST</sup> REGULAR SESSION OF THE 10<sup>TH</sup> SANGGUNIANG BAYAN OF LOON, PROVINCE OF BOHOL HELD ON THE 1<sup>ST</sup> DAY OF MARCH 2010 AT THE SANGGUNIANG BAYAN SESSION HALL-**

**PRESENT:**

Hon. Josephat B. Palma,	SB Member, Acting Presiding Officer
Hon. Edwin R. Ladeza,	Vice-Mayor
Hon. Ricky U. Masamayor,	SB Member
Hon. Manuel R. Veloso,	SB Member
Hon. Damaso C. Pasilbas,	SB Member
Hon. Timoteo L. Legitimas,	SB Member
Hon. Ignacio M. Castil, Jr.,	SB Member
Hon. Priscila C. Branzuela,	SB Member
Hon. Narciso B. Neri,	SB Member
Hon. Cesar R. Pedrigal,	LnB President, Ex Officio Member

**ABSENT:**

Hon. Ivaraxel C. Ericson,	SKMF President, Ex Officio Member
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**MUNICIPAL ORDINANCE NO. 10-002**  
Series of 2010

**AN ORDINANCE AMENDING SECTION 171 OF MUNICIPAL ORDINANCE NO. C-002, SERIES OF 2004, OTHERWISE KNOWN AS THE REVISED REVENUE CODE OF LOON, BOHOL-**

*Be it enacted by the 10<sup>th</sup> Sangguniang Bayan of Loon, Bohol in session duly assembled:*

**Section 1. A.) IMPOSITION OF FEE –** There shall be collected from every person or barangay the following fees for the use of the municipal road grader and road roller in accordance with the following rates:

<b><u>MUNICIPAL ROAD GRADER:</u></b>	
a. Barangay client within this municipality	P 300.00 / hr. or P 2,400.00 / day for 8 hrs.
b. Private client / LGUs outside loon	P 625.00 / hr. or P 5,000.00 / day for 8 hrs.
<b><u>MUNICIPAL ROAD ROLLER (Vibratory):</u></b>	
a. Barangay client within this municipality	P 165.00 / hr. or P 1,320. 00 / day for 8 hrs.
b. Private client / ligus outside loon	P 600.00 / hr. or P 4,800. 00 / day 8 hrs.

<b><u>MUNICIPAL BACKHOE WITH BREAKER:</u></b> <i>(excluding prime mover with trailer)</i>	
a. Barangay client within this municipality	P 500. 00 / hr or P 4,000 / day for 8 hrs.
b. Private client / Igus outside loon	P 1,625. 00 / hr or P 13,000.00 / day for 8 hrs.
<b><u>WITHOUT BREAKER</u></b>	
a. Barangay client	P 375.00 / hr or P 3,000.00 / day for 8hrs.
b. Private client	P 1,125.00 / hr or P 9,000.00 / day for 8 hrs.

**B. Term of the Lease:**

- a) The lease agreement for the use of any of the above enumerated heavy equipment shall cover for a specific period.
- b) Any extension of the lease shall be covered by a separate lease contract.
- c) The start of the actual counting of hours / time shall be effective upon the time of delivery of the equipment in the project site and shall end when the heavy equipment is no longer used, although it is still within the project site.
- d) When the equipment is no longer used but it is not delivered back to the lessor after the lapse of 24 hours after the cessation of work, the lessee shall pay to the lessor's the amount of rental equivalent to 8 working hours per day of delay in the return of the equipment.
- e) The cost for fuel and other expenses to transport the equipment to the project site and back to the lessor;s motor pool shall be for the account of the lessee.

**C. Rentals and Payment:**

- A.) For Barangay clients within this municipality.
  - a) The amount of the lease indicated above shall be paid by the lessee to the lessor in quarterly installment for a period of three (3) years which is secured by the lessee's Internal Revenue Allotment (IRA) releases.
  - b) Under this agreement, no overtime and extension of work shall be conducted by the lessee.
  - c) The lessor, the lessee and the lessee's depository bank shall enter into a separate Memorandum of Agreement to guarantee the quarterly release of the amortization payment in favor of the lessor.
- B.) For Private clients / LGUs outside of Loon:
  - a) A down payment of 50% shall be paid to Treasurer upon application for lease contract.
  - b) Full payment upon its completion and return of the equipment.

**D. Fuel and Driver / Operator:**

- a) The fuel used for the operation of the heavy equipment shall be the sole responsibility of the lessee.
- b) The lessor shall have the full and absolute control in the selection of the driver / operator of the heavy equipment.

- c) The salary or wage of the driver / operator shall also be the responsibility of the lessor, provided, during project operations, he shall be given additional One Hundred Pesos (100.00) per day duly attested by the barangay captain / or any responsible person and the General Services Office (GSO).

**E. Liability for Maintenance:**

- a) In case of breakdown during the actual operation of the heavy equipment, the lessor shall have full responsibility for its repair, unless the immediate cause of the breakdown is the negligence of the lessee.
- b) Any loss of any part of the equipment, including fuel, battery, headlight assembly and other accessories due to the thievery and the like while the heavy equipment is under the custody of the lessee or during the duration of this lease contract, shall be the responsibility of the lessee.

**Section 2. REPEALING CLAUSE.** – Section 171 of Municipal Ordinance No. C-002, series of 2004, is hereby repealed / modified accordingly.

**Section 3. EFFECTIVITY.** This ordinance shall take effect immediately upon its approval.

**UNANIMOUSLY APPROVED.**

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I hereby certify to the correctness of the above-quoted ordinance.

**FIDELINO P. CORITICO, LIB**  
Secretary to the Sanggunian

ATTESTED:

**JOSEPHAT B. PALMA**  
SB Member  
Acting Presiding Officer

NOTED:

**EDWIN R. LADEZA**  
Vice-Mayor

A P P R O V E D:

**LLOYD PETER M. LOPEZ, M.D.**  
Municipal Mayor

Date: \_\_\_\_\_