



PAMAHALAANG BAYAN NG TAYTAY

TANGGAPAN NG SANGGUNIANG BAYAN

**EXCERPT FROM THE MINUTES OF THE REGULAR SESSION
OF THE SANGGUNIANG BAYAN TAYTAY, RIZAL, HELD
ON NOVEMBER 18,1999, AT THE SESSION HALL, OF
THE MUNICIPAL BUILDING, TAYTAY, RIZAL**

PRESENT:

Hon. Adelina T. Reyes	-	Vice Mayor/Presiding Officer
Hon. Fernando R. Cabitac, Jr	-	Councilor
Hon. Randy S. San Juan	-	"
Hon. Anastacio V. Alcantara	-	"
Hon. Carlito G. Gonzaga	-	"
Hon. Ceferino R. Resurreccion, Jr.	-	"
Hon. Janet DL. Mercado	-	"
Hon. Aldin B. Gatapia	-	SK.President

ABSENT:

Hon. Noel Ireneo E. Reyes	-	Councilor (on leave)
Hon. Felimon M. Santos	-	" (O.B.)
Hon. Andres C. Cruz, Jr.	-	ABC.President (O.B.)

SPONSORED BY: Coun. Ceferino R. Resurreccion, Jr.

ORDINANCE NO. 45

"AN ORDINANCE ENACTING THE MARKET CODE OF TAYTAY, RIZAL. (1999)"

By virtue of the powers vested upon the Sangguniang Bayan, by the provision of R.A.7160, otherwise known as the Local Government Code of 1991, The Sangguniang Bayan of the Taytay, Rizal, duly assembled in session, do hereby ordained, that:

CHAPTER I - GENERAL PROVISIONS

Article A - TITLE OF ORDINANCE AND PURPOSE

SECTION 1A.01 -- TITLE OF ORDINANCE AND PURPOSE
this Ordinance shall be known as "THE TAYTAY MUNICIPAL MARKET
CODE OF 1999", shall define the authority of the Municipal Government

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and prescribed rules and regulation governing the establishment and operation of public markets in the Municipality of Taytay, Province of Rizal;

The Sangguniang Bayan of Taytay, Province of Rizal, vested with authority and responsibility to provide for the operation and maintenance of the municipal public market as provided in the R.A. 7160, otherwise known as the Local Government code of 1991, hereby prescribed the following rules and regulation for the establishment and operation of public market, to facilitate commerce and industry among the inhabitants and to secure just revenue for the government.

Article B - DEFINITION OF TERMS

SECTION 1B.01 – DEFINITION OF TERMS

When used in this Code, the term:

a) "Public Market" -- refers to any place, building or structure of any kind, designated as such by the Sangguniang Bayan.

b) "Market Premises" -- refers to any space in the market compound, part of the market lot consisting of bare ground, not covered by market building, usually occupied by transient vendors especially during market day.

c) "Market Stall" -- refers to any located space or booth on the public market where merchandise of any kind is sold or offered for sale.

d) "Market Section" -- refers to a market subdivision, housing one class or group of allied goods, commodities or merchandise.

e) Classification of Stalls;

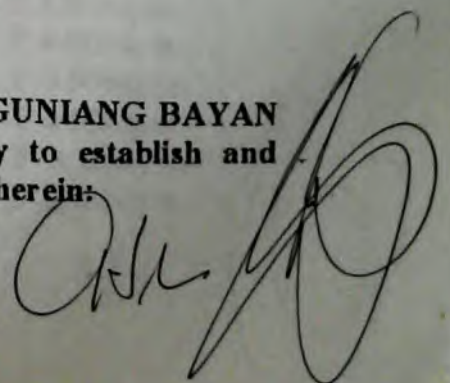
(e.1) "Permanent Stall" -- booths and all other stall applied for and leased and for which monthly fees are to be paid in advance are classified under permanent stalls.

(e.2) "Temporary or Daily Stalls" -- All others stalls not leased and not according to paragraph (e.1) and which are paid in advance daily are classified under temporary or daily stalls. These stalls are available to first comer everyday.

Article C - AUTHORITY

SECTION 1C.01 – POWER OF THE SANGGUNIANG BAYAN

The Municipality of Taytay is the sole authority to establish and operate public market within its municipal limits, wherein:



a) The Sangguniang Bayan shall select and designate the sites for public market and approve plans for the market building and other structure in the event that new one be established in addition or in lieu to the public market already in operation.

b) The public market referred to in this ordinance is the public market of Taytay, Rizal.

c) It shall be the function of the Sangguniang Bayan to revise and standardize the stalls, stands and booths of the public market with the end in view of making the whole establishment attractive, efficient and systematic, not withstanding with the present arrangements.

CHAPTER II - MARKET CHARGES AND OTHER FEES.

Article A - MARKET RENTAL FEE

SECTION 2A.01 – MARKET RENTS AND FEES

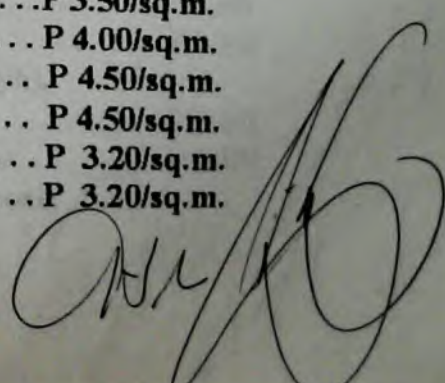
The Sangguniang Bayan shall determine just and reasonable rates of rentals for stalls, stands, booths and market tariff rates for merchandise or commodities offered for sale in the market place, which shall be re-adjusted from time to time according to the exigencies of business with the knowledge of the Municipal Treasurer and of the market vendors association as well.

SECTION 2A.02 – IMPOSITION OF FEES

There shall collected the following fees:

a). Rental Fee on Market Premises with stalls: On stalls with booth constructed by the municipal government, per square meter or fraction thereof, per day or fraction thereof,

- (1) Groceries, Plastic, Bookstore,
Sari-sari store section P 3.20/sq.m.
- (2) Novelties section P 3.50/sq.m.
- (3) Dry Goods – RTW section P 3.50/sq.m.
- (4) Gift Shops, Native store section P 3.20/sq.m.
- (5) Shoes, Slippers and Bags section P 3.00/sq.m.
- (6) Enterprises, Sewing Machine section . . . P 3.50/sq.m.
- (7) Glassware and Appliance section P 3.50/sq.m.
- (8) Fish section P 4.00/sq.m.
- (9) Chicken/Poultry section P 4.50/sq.m.
- (10) Meat P 4.50/sq.m.
- (11) Fruits and Vegetable section. P 3.20/sq.m.
- (12) Cereal and Grains (rice) section P 3.20/sq.m.



- (13) Bread, Candies Pastries section P 3.20/sq.m.
 (14) Carinderia section P 2.80/sq.m.
 (15) Dried Fish section P 4.00/sq.m.

b). Rental Fee on other Market Premises without Stall/ Booths:

On occupants of market premises without stalls or booth, per square meter or fraction thereof, per day or fraction thereof:

Rental per square meter P3.00/sq.m.

c). Market Entrance fee – Fish and other Sea foods

(1) Fresh fish or Sea Food

(i) First class fish or sea foods,
 per kilogram P1.50/sq.m.

(ii) 2nd class fish or sea foods,
 per kilogram P1.00/sq.m.

(2) Dried, salted or smoked fish or fish preserved by other

means per kilogram, when applicable P 1.00

Per kerosene can, when applicable P 1.00

Per pot, when applicable P 0.50

Per sack, when applicable P 1.00

Per standard wooden box, (kahon ng Tuyo). P 1.00

(3) Fruits and Vegetable

(i) Banana, per hundred P 1.00

(ii) Indian mango, per sack P 2.00

(iii) Mango, per kaing-big P 2.00

(iv) Mango, per kaing-small P 1.00

(v) Garlic, per sack P 5.00

(vi) Mango, per sack P 5.00

(vii) Peanut, per sack P 5.00

(viii) Corn, per sack-fresh. P 2.00

(ix) Sweet potato, per sack. P 2.00

(x) Cassavam, per sack. P 1.00

(xi) Ampalaya. P 2.00

(xii) Rice, per sack P 1.00

(xiii) Pineapple, watermelon and
 melon, per piece. P 0.10

(4) Miscellaneous Commodities

(i) For every sack of rice P 1.00

(ii) For every sack of coffee, soybeans, peanuts,
 balatong, kibal and the like P 1.00

(iii) For every sack of salt P 1.00

(iv) For every sack of rice bran(ipa),
 trigo, palyat and the like P 1.00

(v) For every can of brown sugar P 1.00

(vi) For every head of chicken, duck goose,

- turkey and the like P 0.20
 (vii) For every head of fighting cock P 0.50
 (viii) For every piece of sawali (2m. x 4m.) P 0.50
 (ix) For every jeep load of pot and jars P 1.00
 (x) For every one hundred (100)
 eggs of chicken or duck P 0.50
 (xi) For all other similar items not specified
 above, the fee shall be equivalent to two
 percent (2%) of its selling or prevailing
 market price.

d). Electric Consumption fees – The monthly fees for electric consumption shall be:

(1) Incandescent bulbs:

- (i) 25 watts P 13.50
 (ii) 50 watts P 27.00
 (iii) 100 watts P 58.50
 (iv) 200 watts P 67.50

(2) Fluorescent lamps:

- (i) 20 watts P 18.00
 (ii) 30 watts P 22.50
 (iii) 40 watts P 29.25

(3) Electric fan:

- (i) 10 inches P 35.50
 (ii) 14 inches P 22.50
 (iii) 16 inches P 64.95

(4) Freezers:

- (i) 8 cu. ft P 75.40
 (ii) 10 cu. ft P 84.40
 (iii) 12 cu. ft P 118.15
 (iv) 15 cu. ft P 124.90

(5) Refrigerators:

- (i) 7 cu. ft P 82.75
 (ii) 9 cu. ft P 112.80
 (iii) 12 cu. ft P 165.40

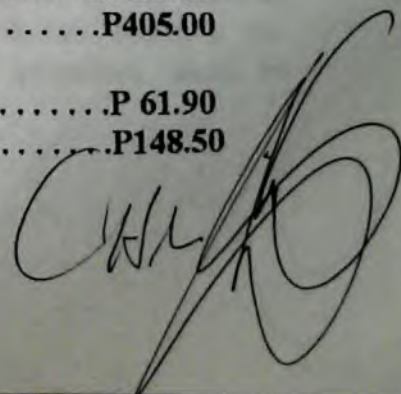
Other to be computed according to their load.

(6) Electric Motors:

- (i) ¼ H.P P 40.50
 (ii) ½ H.P P 81.00
 (iii) ¾ H.P P 121.50
 (iv) 1 H.P P 202.50
 (v) 1 ¼ H.P P 313.50
 (vi) 2 H.P P 405.00

(7) Stoves:

- (i) 6" - single plate P 61.90
 (ii) 8" - single plate P 148.50



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Article B - ADMINISTRATIVE PROVISIONS

SECTION 2B.01 - CREATION OF MARKET COMMITTEE

There is hereby created permanent committee composed of the Municipal Mayor as chairman, the Municipal treasurer; two representatives of the Sangguniang Bayan and a representative of the market vendors association to be appointed by the market vendors association officials as members, whose duties are:

a). To conduct the drawing of lot and opening of bids in connection with adjudication of vacant or newly constructed stalls or booths in the market and to certify the results thereof.

b). The Market Committee, under the direction of the Municipal Treasurer, shall keep a record of all stall holders containing the following data's:

(b.1) Name and their complete address

(b.2) Names of their helpers and their address

(b.3) Section where stalls is located and its corresponding numbers.

(b.4) Area of stalls occupied.

(b.5) Amount of fees being paid.

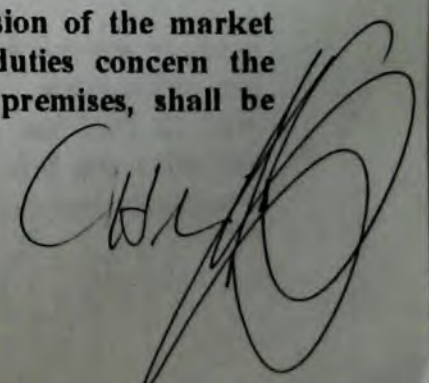
(b.6) Remarks which should show whether stall holder/s is delinquent in the payment of fees, the amount of delinquency or whether the same had been declared vacant.

(b.7) Numbers of lights or electric bulbs, authorized appliance installed, payment of annual electrical inspection fees where required and notation on selling kerosene.

c). Subject to applicable rule and regulations, shall grant permits to applicant/stall holders, authorizing the removal, reconstruction and/or alteration of booths, stalls and/or stands within the assigned section, stalls, booths and/or stands.

SECTION 2B.02 - ADMINISTRATION

a). The administrative control and supervision of the market over the market personnel, except those whose duties concern the maintenance of sanitary condition of the market premises, shall be under the Municipal Treasurer.



b). The Municipal Treasurer as chief of the Municipal Finance Department, shall take charge of all activities incident to the collection of stall fees, regular or special; the collection of welfare fees from trucks carrying merchandise or other means of transportation; the collection of municipal internal revenue licenses, taxes or dues from persons or entities doing business in the market; and all accounting work incident to market collection.

c). The Municipal Treasurer shall exercise direct supervision of the market collectors and other personnel of this department assigned to any of the above specific duties.

d). The Municipal Treasurer shall take charge of the coordination of all administrative routine activities of the market personnel to bring about systematic and efficient operation of the public market.

SECTION 2B.03 -- MARKET MASTER

The Market Master shall be under the direct control, supervision of the Municipal Treasurer. He shall have the power and duties that the Municipal Treasurer may delegate to him from time to time, pursuant to the provision of this code.

- Duties of the Market Master -

a). Submit for approval by the Municipal Treasurer, tentative schedule of assignment of administration employees in the market within five days from assumption of office and after the same is approved, no changes thereon shall be made without previous written authorization from the Municipal Treasurer;

b). Supervise and direct the work of all market personnel and see to it that they observe office hours regularly, stay in their respective places of assignments during their tour of duty and actively perform their duties;

c). Require all market employees to put on their respective breast plates while on duty and the vendors to display their respective award papers with pictures, licenses, registration papers of helpers and respective including their health certificates;

d). Provide his office with the needed office equipments, supplies and materials, sufficient quantity of the market tickets, accountable and office forms, two floor plans of the market in frames, one with all stalls indicated and divided into sections and another one divided into collection zones showing the extent of assignment of each collectors and employees;

daily comparative statement of collections by individual collectors, monthly comparative statement of collections giving the total amount of collections and a chart showing the rise and fall by the month of market collection, schedule of assignment of employees appropriately displayed side with the floor plan;

e). Enforce Ordinances, Resolutions and market rules and regulations regarding the issuance of market cash tickets and appropriate licenses in accordance with the sectioning; cleaning of the premises, drainage, canals and toilets, collection of garbage, display and sale of foods, maintenance of the sectioning in the market, removal of excess merchandise and unnecessary articles, clearance of aisles and sidewalks of all abstractions and peddlers within and immediately around the market premises;

f). Report to the Municipal Treasurer every Monday, the number of all existing vacant and newly constructed stalls, booths, sheds and stall spaces including stalls surrendered or abandoned; within the market code provision, so that the corresponding market orders for recharging vacancy signs may be prepared and the stalls made available for application.;

g). Check the census of each collections zones from time to time, making changes thereon wherever necessary, calling the attention of the collector concerned to said changes seeing to it that such collector turns in the amount corresponding to the number of stalls, including the special stall spaces occupied as shown on the floor plan and given in the census;

h). Cause the posting or re-hanging of vacancy signs within a reasonable period of the time (five days is reasonable) from receipt of order over market stalls, booths or shed and see to it that this signs remain posted everyday during the period of vacancy;

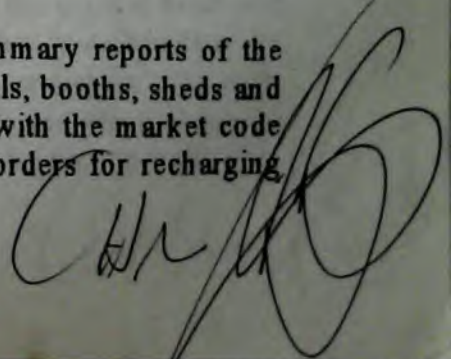
i). See to it that all stalls, booths, sheds, stands and market spaces are provided with stall plates or at least numbered with paint;

j). See to it that no alien conducts business or helps conduct business in any stall or set of stalls inside the market;

k). Maintain peace and order in the market;

l). Report all complaints received from market personnel, vendors and the general public;

m). Submit administrative reports, weekly summary reports of the number of all existing vacant and newly constructed stalls, booths, sheds and stall spaces including stalls surrendered or abandoned with the market code provisions, so that the corresponding market order or orders for recharging



vacancy signs may be prepared and the stalls made available for applications;

n). See to it that no clandestine meat, unfit for human consumption, are sold in market stalls or market premises;

o). Take custody of all government properties in the market;

p). Supervise all repair and construction work being made in the market including the repair and construction work of enclosures, stands, chicken, coop., etc. and to report all illegal enclosures and other violations of market rules and regulations.

SECTION 2B.04 – MUNICIPAL HEALTH OFFICER

The Municipal Health Officer shall adopt and execute sanitation measures to keep the market clean and sanitary to insure the public that no spread of diseases and epidemic, and shall assign and supervise the labor personnel in charge of cleaning the market.

SECTION 2B.05 – TIME AND MANNER OF PAYMENT

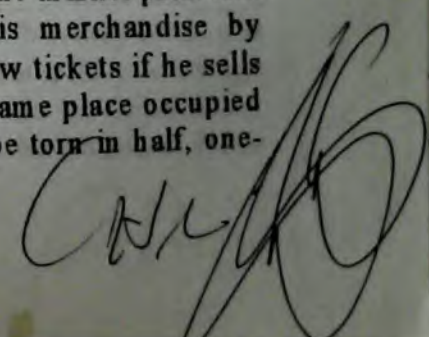
a). For Stall - The fee for the rentals of market stalls shall be paid to the Municipal Treasurer or his duly authorized representative within the first twenty (20) days of each month. In case of a new lease, the rental due for the month in which the lease starts, shall be paid before occupancy of the stall.

b). For occupancy of market premises - The fee for the occupancy of market premises shall be paid daily, in advance, before any commodity or merchandise is sold within market premises.

c). For market entrance fee - The fee shall be collected at the gate of the public market before the transient vendors are allowed to sell their goods.

SECTION 2B.06 – ISSUANCE OF OFFICIAL RECEIPTS AND CASH TICKETS

The Municipal Treasurer or his duly authorized representative shall issue an official receipt as evidence of payment of rentals fixed stalls. A Cash Ticket shall be issued to an occupant of the premises or transient vendor and the same shall pertain only for the space of the market premises to which he is assigned. If a vendor dispose of his merchandise by wholesale to another vendor, the latter shall purchase new tickets if he sells the same merchandise, even if such sale is done in the same place occupied by the provision vendor. The cash tickets issued shall be torn in half, one-



half to be given to the space occupant or vendor and the other half to be retained by the market collector who shall deliver the same to the Municipal Treasurer for counter-checking against his record of cash tickets issued by him for that day.

SECTION 2B.07 - SURCHARGE FOR LATE OR NON-PAYMENT OF FEES

a). Failure to pay the lease fee within the prescribed period, shall pay additional surcharged of twenty five percent (25%) of the total amount due. Failure to pay the rental fee for five (5) consecutive months shall cause an automatic cancellation of the contract of lease of stall without prejudice to suing the lessee for the unpaid rents at the expense of the lessee. The stall shall be declared vacant and subject to adjudication.

b). Any person occupying space in the market premises without first paying the fee imposed in this code shall pay three (3) times as much as the regular rate for the space occupied.

c). Any person occupying more space than what is duly leased him shall pay double the regular rate for such extra space. The lease contract of any person found habitually incurring the foregoing violation shall be canceled.

SECTION 2B.08 - ADJUDICATION OF STALL

a). Lease period - The contract of lease for a stall shall be for a period of five (5) years, renewable upon expiration, unless revoked in accordance with the provisions of this code.

b). Notice of Vacancy- Notice of vacant or newly constructed stall/ booth shall be made for a period of not less than ten (10) days immediately preceding the date fixed for their award to qualified applicants, appraised the public of the fact that stalls or booths are unoccupied and available for lease. Such notice shall be posted conspicuously on the unoccupied stall/s or booth/s and the bulletin board of the market. The notice of vacancy shall be written on cardboard, thick paper, or any suitable material and shall be in the following forms:

NOTICE

Notice is hereby given that, Stall/Booth no. _____, Block no. _____, Building or Pavillion _____ of the New Taytay Public Market is vacant (or will be vacated on) _____, 1999. Any person 21 yrs. of age or over, interested to lease the said stall/booth shall file an application thereof on the prescribed form, copies of which may be obtained from

the Office of the Municipal Treasurer during office hours and before 12:00 o'clock noon of _____ 1999. In case there are more than one applicant, the award of lease of the vacant stall/booth shall be determined through drawing of the lots to be conducted on _____ 1999 at _____ o'clock in the (morning/afternoon) at the Office of the Municipal Mayor by the Market Committee. This stall/booth is in the _____ Section and is intended for the sale of _____.

Market Administrator

REPUBLIC OF THE PHILIPPINES
PROVINCE OF RIZAL
MUNICIPALITY OF TAYTAY

CONTRACT OF LEASE OF MARKET STALL

KNOW ALL MEN BY THESE PRESENTS:

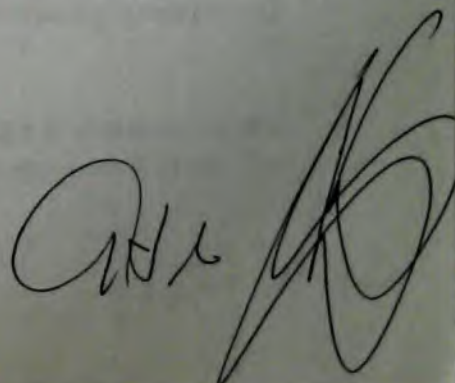
The MUNICIPAL GOVERNMENT of TAYTAY, RIZAL, represented herein by Hon. JUNE V. ZAPANTA, Municipal Mayor, upon authority granted to him by the Sangguniang Bayan under its Ordinance No. _____ dated _____, 1999, hereinafter referred to as the "LESSOR";

and

I, _____,
single/married to _____
with _____ residence and _____ postal address at _____
hereinafter referred to as the "LESSEE";

HAVE AGREED AS FOLLOWS:

ON THE PART OF THE LESSOR



The LESSOR obligates itself to perform the following acts:

To Lease, as it is hereby leased to the above named LESSEE, that certain market stall with the following description; stall no. _____, block no. _____, bldg. _____.

To grant the LESSEE the first option to lease the above described market stall upon expiration of this Contract of Lease, subject to the provisions of municipal ordinances that are now existing, or may hereafter be enacted by the Sangguniang Bayan;

ON THE PART OF THE "LESSEE"

The LESSEE obligates himself/herself to perform the following acts:

The LESSEE shall keep the leased market stall in good sanitary condition at all times and comply with all the sanitary rules and other market rules and regulations that are now, or may hereafter be, prescribed by the Sangguniang Bayan;

The LESSEE shall have his/her business permit conveniently framed and hung up conspicuously in an appropriate place in the stall;

The LESSEE shall pay the corresponding market rental fees in the amount and manner prescribed under existing ordinances, or ordinances that may hereafter be enacted by the Sangguniang Bayan;

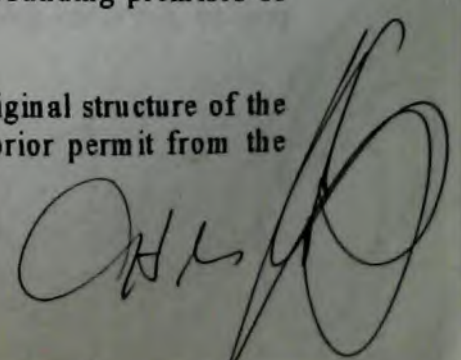
The LESSEE shall personally conduct the business in the stall even if he/she hires or engage the services of helpers;

The LESSEE shall not sell or transfer, his/her privilege to occupy the aforesaid stall nor sub-lease the subject stall to another person, natural or juridical;

The LESSEE shall not utilize the aforesaid stall or any part thereof for residential purposes;

The LESSEE shall not allow anybody to serve or dispense liquor, wine, or any kind of intoxicating beverages inside or in the surrounding premises of the said stall;

The LESSEE shall not remove, construct or alter the original structure of the booth, electrical wiring or water connection without prior permit from the MARKET COMMITTEE ;



MUTUAL UNDERSTANDING

Nothing in this Contract shall be construed as an exemption from securing the corresponding Mayor's Permit for the operation of a business in the subject stall;

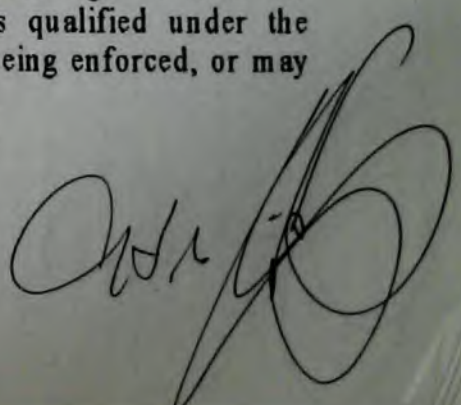
Should the LESSEE enter into a business partnership with any party during the duration of this Contract, the LESSEE shall have no authority to transfer to his/her partner the right to occupy the subject stall. In case of death or any legal disability of the LESSEE, the surviving partner can continue occupying the stall for a period of not exceeding sixty (60) days within which to wind-up the business of such partnership. If the surviving partner is qualified to occupy the said stall and the spouse, parent, or any of the Lessee's children is not applying for the stall he shall be given the preference to continue occupying the stall concerned if he/she will apply for it;

The LESSOR shall not be responsible for any loss of, or damage to properties of the LESSEE kept inside the subject stall which is caused by fire, theft robbery, force majeure, or any unavoidable circumstances beyond the control of the LESSOR. All articles or merchandise of the LESSEE left in the public market or his/her stall after closure time shall be at his/her own risk.

If, for any reason, the LESSEE discontinues his/her business, or this Contract is revoked before its expiration, the said stall shall be considered vacant and its occupancy thereafter shall be disposed of in the manner prescribed under existing municipal ordinances or that may hereafter be enacted by the Sangguniang Bayan;

RENEWAL OF CONTRACT

Upon expiration of this Contract of Lease, it may be renewed with the LESSEE having the first option to lease the subject stall, provided, however, that the LESSEE had complied with all the stipulations contained in this Contract and did not violate any existing ordinances, rules and regulations on the operation of business in this municipality's public market. If, for any reason, the LESSEE is no longer interested to renew this Contract upon its expiration, any of his children, parents, or siblings, in that order, shall have the preference or priority to occupy and be awarded the right to lease the subject stall, provided, that the concerned party is qualified under the provisions of the municipal ordinance that are now being enforced, or may hereafter be enacted by the Sangguniang Bayan.



DURATION

This Contract of Lease shall be for a period of FIVE (5) YEARS renewable upon its expiration, unless sooner revoked through mutual agreement of both parties, or unilaterally:

BY THE LESSEE - if he decided to discontinue the operation of his business and voluntarily vacating the subject stall upon prior notice to the LESSOR.

BY THE LESSOR - if the LESSEE violated any of the terms stipulated in this Contract or violated municipal ordinances, rules and regulations on the operation of business in the municipality's public market.

EFFECTIVITY

This Contract of Lease shall take effect on the date of its ratification before a Notary Public.

IN WITNESS WHEREOF, the parties concerned have hereunto affixed their signatures on this _____ day of _____, 1999 at _____.

MUNICIPAL GOVERNMENT OF TAYTAY

by:

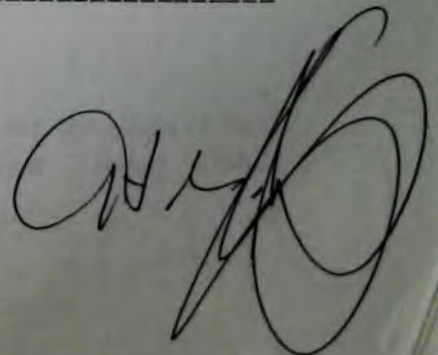
HON. JUNE V. ZAPANTA

Municipal Mayor
(Lessor)

(Lessee)

SIGNED IN THE PRESENCE OF:

1. _____ 2. _____



ACKNOWLEDGMENT
 Republic of the Philippines
 Municipality of Taytay
 Province of Rizal

In the Municipality of Taytay, Province of Rizal, on this _____ day of _____, 1999, personally appeared before me Mayor. JUNE V. ZAPANTA and M _____, who exhibited to me their Community Tax Certificates No. _____ and No. _____ issued at _____ and at _____ on _____, 1999 and on _____ 1999, respectively; and who are known to me to be same persons who executed the foregoing instrument and who acknowledge to me that the same is their free acts and voluntary deeds.

This instrument consists of four (4) pages including this page on which the ratification is written, signed by the parties concerned and their witnesses at the left margin of pages 1, 2 and 3 and on the face of page 4 hereof which pertains to a Contract of Lease of Market Stall.

IN WITNESS WHEREOF, I have hereunto set my signature and affix my notarial zeal on the date and place above given.

DOC. NO.
 PAGE NO.
 BOOK NO.
 SERIES OF 1999

**MUNICIPAL OF TAYTAY
 PROVINCE OF RIZAL**

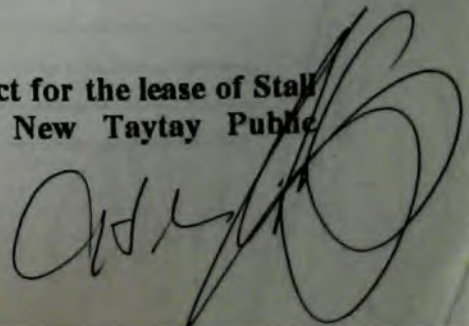
APPLICATION TO LEASE MARKET STALL

DATE _____

**The Municipal Mayor
 Municipal of Taytay
 Province of Rizal**

Sir:

I hereby apply under the following contract for the lease of Stall no. _____, Block no. _____, Bldg. _____ of the New Taytay Public Market.



I am _____ and residing at _____

Should the above-mentioned stall be leased to me in accordance with the market rules and regulations, I promise to hold the same under the following conditions:

(1) That while I am occupying or leasing this stall/s, I shall at all times have my business permit conveniently framed and hung up conspicuously in the stall or booth.

(2) That I shall keep the stall/s at all times in good sanitary condition and comply strictly with all sanitary rules and market rules and regulations existing or may hereafter promulgated.

(3) That I shall pay the corresponding rents for the Stall/s in the manner prescribed by existing municipal ordinances.

(4) That the businesses to be conducted in the stall belong exclusively to me.

(5) That in case I engage helpers, I shall nevertheless personally conduct my business and be present at the stall.

(6) That I shall not sell or transfer my privilege to the stall/s or booth/s or otherwise permit another person to conduct business therein without the market committee approval.

(7) Any violation on my part or on the part of my helpers of the foregoing conditions shall be sufficient cause for the authorities to cancel or revoke the contract of lease executed in my favor.

With respect,

Applicant

T.I.N. No. _____

APPROVAL:

MARKET COMMITTEE:

Municipal Mayor _____

Municipal Treasurer _____

SB Member _____

SB Member _____

Market Vendors' Representative _____

SUBSCRIBED AND SWORN to before me in the Municipality of Taytay, Province of Rizal, Philippines, this ____ day of _____ 19____, applicant-affiance exhibiting to me his/her Community Tax Certificate No. _____, Issued on _____ at _____, Philippines,

Officer Authorize to Administer Oath

c). Applicants who are Filipino citizens shall have preference in the lease of market stalls. If on the last day for filling applicants, there is no application form from a Filipino citizen, the posting of the notice of vacancy prescribed above shall be reported for another ten-day period. If after the expiration of the period, there is still no Filipino applicant, the stall affected may be leased to any alien applicant, who filed his application. If there are several alien applicants, the adjudication of the stall be made through drawing of lots be conducted by market committee on the date and time specified in the notice.

d). The successful applicant shall furnish the Municipal Treasurer Two (2) copies of his/her picture immediately after the award of the lease. It shall be the duty of the Municipal Treasurer to affix one copy of the picture to the application and the other copy to the record card kept for the purpose.

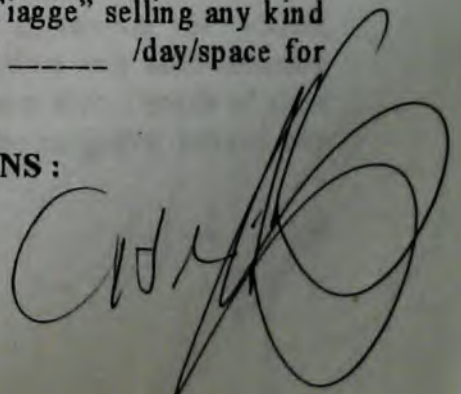
SECTION 2B.09 – AUTHORITY OF THE MAYOR

The mayor is hereby authorized to enter into a contract, in behalf of the Municipality of Taytay, Rizal, to any lessee; after his/her application had already been approved by the Market Committee.

SECTION 2B.10 – OPEN SPACE

The Treasurer's office or his/her representative shall delineate an area to be exclusively for viajeros dealing in fruits and vegetables, such areas to be marked in equivalent to square mete to facilitate collection of the corresponding fees. All ambulant vendors during "Tiagge" selling any kind of goods in open space shall pay the amount of P _____ /day/space for the size 1x2 meters.

SECTION 2B.11 – GENERAL PROVISIONS :

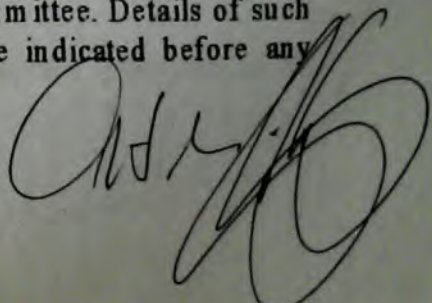


a). **Market Hours** – The public market shall be opened for sale of article permitted for sale therein from 4:00 o'clock in the morning until 8:00 o'clock in the evening everyday. The use of any stall or place in the market as living quarter and/or sleeping quarter is strictly prohibited and no vendor or stallholder shall remain inside the market building after the same has been closed. In for any compelling reasons, any stallholder/s or vendor/s find it necessary to go to his stall, he should register to the assigned market guard indicating the premises, article taken if any and indicating likewise, the names of persons that of the accompanying market guard. **Viajeros** are exempted from the preceding restrictions provided, that during such restricted time, they are in the process of discharging/arranging or doing such acts as to prepare or facilitate the sale or disposal of fruits, vegetables, fowls, etc., brought in by them for sale. **Baggage boys** or **cargadores** with duly issued Municipal Mayor's Permit and ID code may be permitted during the restricted hours provided, that they are discharging their duties as such and while waiting for such trades or vehicles about to unload their cargoes. **Vendors** and/or **merchants** bringing in or delivering hogs, chickens or livestock for and/or slaughter at the local slaughter house shall be considered as **viajeros** and shall be exempted from the restrictions thereof.

b). **Carriers (cargadores) in the Public Market** – No person shall engage in the calling of carriers in the Public Market unless he is register as such in the office of the Municipal Treasurer. Each carrier shall be provided by the Municipal Treasurer with registration certificate and a numbered identification card which he shall wear conspicuously while working as a carries For the issuance of such certificate and card, the Municipal Treasurer shall collect a reasonable amount as may be necessary to cover the actual cost thereof. The Market committee shall have power to fix the number of carriers in the public market upon the recommendation of the Market Master certifying the needs of the market for such number of carriers. Any registered carriers convicted of crime against property subsequent to his registration shall be dropped from the treasurer's list.

c). The Municipality shall not be responsible to the occupant's space/s and/or stall/s for any loss or damage by fire, theft, robbery, "force majeure" or any other cause. All articles or merchandise left in the public market during the closure time shall be at the risk of the stallholder or owner thereof.

d). **Repair and/or construction and/or alternation of stall/s**, electrical wiring or water connection may be undertaken only after securing the necessary permit from the Office the Market Committee. Details of such plan, alteration, repair and/or construction must be indicated before any such permit may be issued.



e). No merchandise or articles shall be sold, offered for sale or exposed for sale in the market unless the same have been legally acquired by the vendors and/or stall holders including the prescribed fees thereon have been paid.

f). All articles abandoned on any public market building in violation of any provision of this Code or any rules and regulations relating to the management of the public market, shall be deemed a nuisance. It shall be the duty of the Market Master and his subordinate to take custody of such abandoned articles. All articles abandoned can be claimed at the Market Master's office upon presentation of the proof/s of ownership and no corresponding fees shall be charge by the Market Master if it is claimed within twenty four (24) hours. If there is such claimant/s after 24 hours period, said articles will be returned to the owner with corresponding safekeeping fee and if there is no claimant/s, it shall be disposed off in the manner directed by the Municipal Treasurer.

g). Except when licensed as an electronics or electrical parts of service store, eatery, refreshment parlor, carinderia or restaurant, which must be shown in the Municipal Mayor's permit and Electrical permit for the particular stall, no stall holders shall be allowed to connect or use electric or gas stove or any heating, producing excessive heat likewise soldering rod, welding machine, etc., inside his stall.

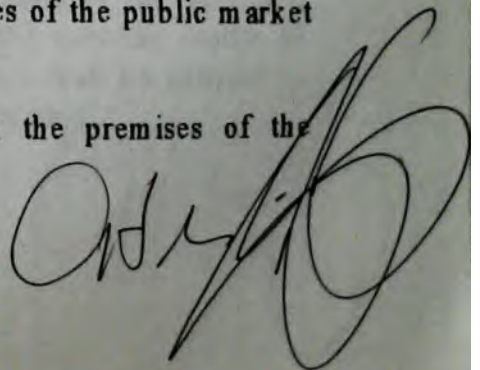
h). Storage, sale and/or possession of inflammable materials like gasoline, thinner and all such other materials, power or liquid, classified by the National Fire Department Code as inflammable items, shall be prohibited. Stores outside market premises shall also be prohibited from storing said materials within a 50 meter radius.

i). It shall be unlawful for any person idly chat, longer, walk, or lie in or about the premises of the same, nor shall any person beg or solicit contributions of any kind in the public market.

j). It is unlawful for any person to resist, obstruct, annoy or impede any market employee or personnel in the performance of his duties, nor shall parent allow their children to play in or around their stall or in the market premises.

k). It shall be unlawful for any person to drink, serve or dispense liquor or any intoxicating drinks within the premises of the public market at any time of the day.

l). Illegal Gambling is prohibited within the premises of the public market at any time.

A large, stylized handwritten signature in black ink, located in the bottom right corner of the page. The signature is cursive and appears to be a personal name, possibly "Adrian" or similar, followed by a large flourish.

m). It shall be unlawful for any person within the premises of the public market to commit any nuisance, or boisterous noise or use of any profane or vulgar, languages. They shall be guilty of disorderly conduct or stand without business and obstruct the passageway of the market place, or any act which is calculated to lead to breach of peace and tend to disturb the good and decorum.

n). It shall be unlawful for any helper and/or vendor in the market premises to expose, hung or place any article, whether the same is for sale or not, that will obstruct the free-flow of market goers.

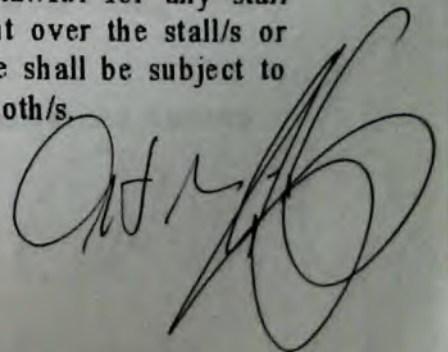
o). It shall be unlawful to any person to carry in his possession, deadly weapon such as knives, bolos, axes, ice-picks, darts, etc., within the market premises or in the case of stall holders or their helper outside their respective stalls.

SECTION 2B.12 - MISCELLANEOUS PROVISIONS

a). Lessee to personally administer his stall - any person who has been awarded the right to lease a market stall in accordance with the provision therefore, shall occupy, administer and be present personally at his stall or booth, provided, however, that the helpers he employs are citizens of the Philippines, including but not limited to the spouse, parent and children of the stall holder who are actually living with him and who are qualified under the provisions hereof and provide further, that the persons to be employed as helpers shall under no circumstances, be person with whom the stall holders has any commercial relation or transaction.

b). Partnership with Stall holder - A market stall holders who enter into business partnership with any part he had acquired the right to lease such stall have no authority to transfer to his partner or partners the right to occupy the stall, provided however, that in case of death or any legal disability of such stall holder, the surviving partner can continue occupying the stall for a period of not exceeding sixty (60) days within to wind up the business partnership. If the surviving partner is otherwise qualified to occupy the market stall under the provision thereof, and the spouse, parent, son or daughter of the deceased is not applying for the stall, he shall be given the preference to continue occupying the stall or booth concerned, if he applies thereof.

c). Dummies; sub-lease of stall/s- It is unlawful for any stall holder /s to use dummies and or sub-leased his right over the stall/s or booth/s. anyone found doing this kind of malpractice shall be subject to automatic cancellation of his right over the stall/s or booth/s.



d). Vacancy of stall before the expiration of the lease. Any recognized stall holder/s or lessee who decided to discontinue his business before his lease of stall/s expires, such stall/s booth/s shall be considered vacant and therefore, shall be disposed off in the manner herein prescribed.

e). Transfer of privilege- No stall holder may convey transfer of his stall without the approval of the market committee, provided, that such transfer of privilege favors the interest of close members of his family like the spouse, parent, son or daughter.

SECTION 2B.13 - SANITARY CONDITIONS

a). Sanitary condition of stalls- The obligation of the stallholder shall include the duty to provide a garbage receptacle for the repository of his garbage and shall empty the same at the designated pit at the end of business hours. He shall likewise maintain the premises of his stall clean and sanitary, such premises to include areas below and above his stall and the side areas if open and the front area of his stall/s or booth/s.

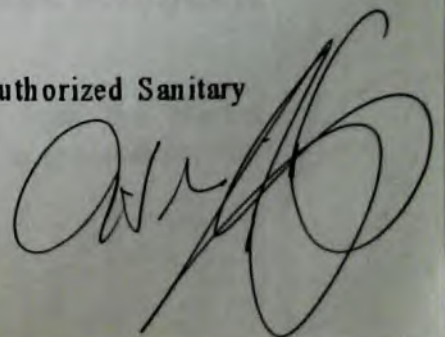
b). Throwing away of excrete or urine inside stalls- Any stall holder and/or his/her helpers found throwing away excrete or urine on canals inside his stall/s shall be summarily ejected from his stall/s and shall result in the forfeiture of his right over the stall/s.

c). Dressed chickens and/ or fowls- Dressing of chickens and fowls shall be in proper designated areas. The owner and/ or wholesaler or representative/s shall be responsible for the proper disposal of the waste as a result of such dressing of chickens and fowls.

d). Livestock - All meat vendors shall distribute or offer for sale livestock meat slaughtered at the local slaughter house. Livestock slaughtered elsewhere shall be allowed to be offered for sale or distribution at the market provided, that such livestock was inspected and given approval for distribution or offer for sale by authorized sanitary inspector and provided further, that the supply of livestock slaughtered locally is not enough to meet the needs of the local market buyers and or consumers.

e). Live piglets, chickens and fowls - The office of the Mayor, the Market committee and/or his representative shall reserve and/or delineate areas for live chickens, piglets and fowls, etc., intended to be sold alive and shall be located in such areas as to be away from those areas selling fresh and of those section/s affecting cooked foods.

f). Inspection of Food Establishment by duly authorized Sanitary Inspectors;

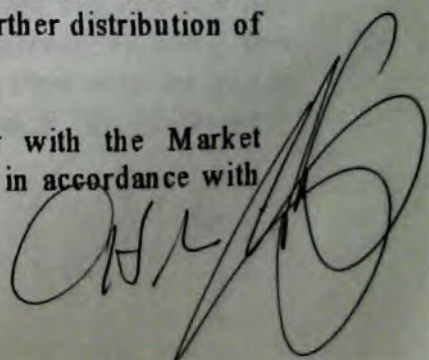


(f.1) The Municipal Health officers or his duly authorized representative shall periodically spot-check cooked foods by refreshment pallor's, carinderias, restaurant and/or cafeteria or the like and in case wherein his opinion, any cooked food offered for sale is unfit for the human consumption, unsanitary or rotten, he shall then and there take samples of the same for submission to the food and drug administration for laboratory analysis. Upon the taking of the sample of the food, the said Municipal Health Officers or his representative shall accomplish a report in five (5) copies in such forms as may be provided by the market committee but shall substantially indicates the fact of such taking, the time and the task, which led him to believe that such is unsanitary, rotten or unfit for human consumption, or if the same is the subject of a customer's complaint, the same should be indicated. The report should be signed by the stallholder, or in his absence, the person whom the management has been entrust at the same time of taking. Sample taken should only be limited to quantities, necessary for a laboratory for analysis that and the value of the same offered for public consumption should likewise be indicated in the report.

(f.2) On the last Friday of each month or on such date as may be directed, the market committee, with the assistance of the Municipal Sanitary Inspector, shall conduct regular inspection of all stalls, to check on the sanitary conditions of all toilet facilities, the slaughter house, and its appurtenance, its sewer and drainage system and the water system. A written report shall be submitted to the Officer of the Treasurer and the Municipal Mayor.

(f.3) On the second Friday of each month or on such date as may be directed, the market committee, with the assistance of the Municipal Sanitary Inspector and the Municipal Health Officer, shall conduct an ocular inspection of bottled and canned food products which bore signs of spoilage, the same should be labeled "condemned" with indelible ink, initialed by both Municipal Health Officer and the Market Committee representative and shall advice the stall holder to withdraw the same from the stocks offered for sale. The stall holder should further advice to notify the supplier and/or manufacturer about the fact of spoilage and notice of withdrawal, and the stall holder may request for replacement or refund of the purchase price. Should the supplier and/or stall holder with the assistance of the Municipal Health Officer and the Market Committee shall forward the item/s so condemned to the Food and Drug Administration for further disposal, or if not, its' sale or manufacturer is in violation of the regulations of the Food and Drug Administration, the Market Committee shall advice the supplier/s and/or manufacturer/s from further distribution of their line of products at the Municipality.

(f.4) The Municipal Health Officer together with the Market Committee shall likewise perform such duties indicated in accordance with



the preceding procedures in the case of chicharon, cheese curls, fried peanuts, fried corn, kopeck and the likes, but shall in every case, indicate the market value of the samples taken in the report copy of which shall be left with the stall holders.

(f.5) Adulterated, spoiled meat, food preparations, spoiled or dynamited fish, etc. - The market Inspector are duty bound to make daily inspection of dressed chicken, fowls, meat, semi-processed food preparations like hotdogs, sausages, corned beef in bulk or in the like, and should any or part of these items for sale appear to be spoiled and/or adulterated, discolored and or saluting fowl odor indicating spoilage, the Market Inspector, in coordination with the Municipal Officers, shall confiscate such items and shall be brought to the market headquarters, for proper disposition of spoiled and/or rotten items. The Market Inspector shall accomplish the report prescribed in the preceding paragraph, with the declaration stating such findings.

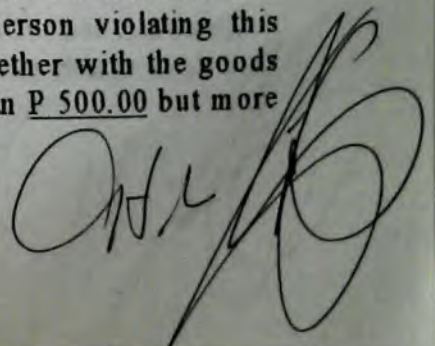
g). Loose Animals - No dogs other animals shall be left astray in the public market. The Market Master is hereby empowered to catch such astray animals and impound them for safekeeping and/or public safety in general. Owners of such dogs and other animals impounded can be claimed by paying corresponding fees if provided.

SECTION 2B.14 - USE OF ALLEYS AND PASSAGEWAYS

Alleys and passageways shall at times be free from any obstructing material and other personal belongings by person and or any ambulant vendors shoals be strictly prohibited. Any person found vending or offering any goods or items for sale at the passageways shall be taken into custody by the Market Master or his duly authorized representative. Said goods or items will serve as an evidence against the ambulant vendors or person/s thereby giving the market authorities the right to charge applicable violation provided for in these Code.

SECTION 2B.15 - STALL HOLDERS' AND/OR VENDORS' WELFARE

In accordance with the policy of extending assistance and support to legitimate stall holders and/or vendors, all areas including streets, sidewalks, vacant lots whether private or public, situated within 50 meter radius from the premises of the public market, is hereby declared as "prohibited" vending zones. No make shift stalls, pushcarts, ambulant vendors and like shall be allowed within the prohibited zones. Any person violating this prohibition shall be immediately taken into custody together with the goods offered for sale and shall suffer the penalty of a fine than P 500.00 but more



than P2,500.00 and/or imprisonment of not more than five (5) days subject to the discretion of the court.

CHAPTER III - WEIGHTS AND MEASURES INSIDE THE PUBLIC MARKET

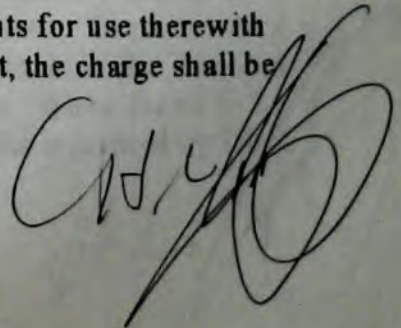
Article A - FEES FOR THE SEALING AND LICENSING OF WEIGHTS AND REGULATING THEREOF;

SECTION 3A.01 – IMPOSITION OF FEES – Every person using instrument of weights and measures within this municipality's public market shall first have them sealed and licensed annually and pay to the Municipal Treasurer the following fees.

- a) For sealing linear metric measures of:
 - Not over three (3) Meters P 50.00
 - Over three (3) Meters P 80.00
- b) For sealing metric measures with a capacity of:
 - Not over ten (10) liters P 50.00
 - Over ten (10) liters P 80.00
- c) For sealing metric instrument of weights:
 - With a capacity of;
 - Less than thirty (30) kilograms P100.00
 - Thirty (30) kilograms but more than
fifty (50) kilograms. P150.00
 - Fifty (50) kilograms but not more than
one hundred (100) kilograms P170.00
 - One hundred (100) kilograms but more than
five hundred (500) kilograms P190.00
 - Five hundred (500) kilograms but more than
one thousand kilograms P200.00
 - One thousand (1,000) kilogram or more . . P220.00

For an apothecary or other balance of precision, the fee shall be double the rates prescribed above.

For each scale or balance, a complete set of weights for use therewith shall be sealed free of charge. However, for extra weight, the charge shall be five pesos (P5.00).



SECTION 3A.02 EXEMPTION

All instrument of weights and measures used in government works or maintained for public use by the nation, provincial, municipal or barangay government shall be tested and sealed free charge.

SECTION 3A.03 TIME OF PAYMENT

The fees levied in this Articles shall be paid to the Municipal Treasurer when the weights or measures are sealed, before their use and thereafter, on or before the anniversary date.

SECTION 3A.04 SURCHARGE FOR LATE PAYMENT

Failure to pay the fee prescribed in this Articles within the time required shall subject the taxpayer to a surcharge of twenty-five percent (25%) of the original amount of fees due. Such surcharge to be paid at the same time and in the same manner as the original amount of fees due.

SECTION 3A.05 ACCRUAL OF PROCEEDS

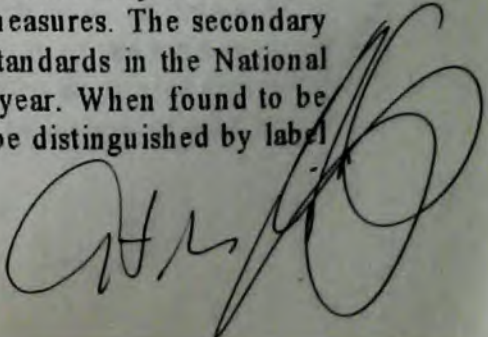
The proceeds of the fees as well as surcharges, interest, and fines collected in connection with this article shall accrue to this municipality where it is collected.

SECTION 3A.06 FORM OF DURATION OF LICENSE FOR USE OF WEIGHTS AND MEASURES

The official receipts for the charge for sealing of weight or measure shall serve as a license to use instrument for the one year from the date of sealing, unless deterioration or damage which renders the weight or measure inaccurate occurs within the period. When a license is renewed, the same shall expire on the day and month of the year following its original issuance. Such license shall be preserved by the owner and together with weight or measure covered by the license, shall be exhibited upon demand by the Municipal Treasurer or his deputies.

SECTION 3A.07 SECONDARY STANDARDS PRESERVED BY MUNICIPAL TREASURER; COMPARISON THEREOF WITH THE FUNDAMENTAL STANDARDS

The Municipal Treasurer shall keep full sets of secondary standards in his office for the use in the testing of weights and measures. The secondary standards shall be compared with the fundamental standards in the National Institute of Science and Technology at least once a year. When found to be sufficiently accurate, the secondary standards shall be distinguished by label



tag, or seal and shall be accompanied by a certificate showing the amount of its variation from the fundamental standards. If the variation is of sufficient magnitude to impair the utility of the instrument it shall be destroyed in the National Institute of Science and Technology.

SECTION 3A.08 DESTRUCTION OF DEFECTIVE INSTRUMENT OF WEIGHTS OR MEASURES - Any defective instrument of weight or measures shall be destroyed by the municipal Treasurer or any of his authorized deputies if its defect is such that it cannot readily and securely be repaired.

SECTION 3A.09 INSPECTIONS OF WEIGHTS AND MEASURES

The Municipal Treasurer or his authorized representative shall inspect and test instrument of weight and measures. In case the inspection and testing is conducted by the deputies of the Municipal Treasurer, they shall report on the condition of the instruments in the territory assigned to them to the Municipal Treasurer. It shall be their duty to secure evidence of infringements of the law or of fraud in the use of weight and measures or of neglect of duty on the part of any office engaged in sealing weights and measures. Evidence so secured by them shall be presented forthwith to the Municipal Treasurer and to the proper prosecuting officer.

SECTION 3A.10 DEALER'S PERMIT TO KEEP UNSEALED WEIGHTS AND MEASURES

Upon obtaining written permission from the Municipal Treasurer of his duties, any dealer may keep unsealed instruments of weight or measure in stock for sale until sold or used.

SECTION 3A.11 FRAUDULENT PRACTICES RELATIVE TO WEIGHTS AND MEASURES

Any person other than an official sealer of weights and measures who places an official tag or seal upon any instrument of weight and measure, or attaches it thereto; or who fraudulently imitates any work, stamp, brand, tag, or other characteristic sign used to indicate that weight or measure has been officially sealed; or who alters in any way the certificate or license issued by the sealer as an acknowledgment that the weight or measure mentioned therein has been duly sealed or who makes or knowingly sells or used any false or counterfeit stamp, tag, certificate, or license, or any dye for printing or making stamps tags, certificates, or licenses which is an imitation of or purports to be a lawful stamp, tag, certificate, or license of the kind required by the provision of this article; or who alters the written or printed figures or litters on any stamp, tag, certificate, or license used or issued; or who has in

his possession any such false counterfeit, restored, or altered stamp, tag certificate, or license for the purpose of using or reusing the same payment of fees or charges imposed in this article; or who procures the commission of any such offense by another, such offense be fined not less than Two hundred Pesos (P200.00) nor more than One Thousand Pesos (1,000.00) or imprisonment for not more than one (1) month nor more than six (6) months, or both at the discretion of the Court.

SECTION 3A.12 UNLAWFUL POSSESSION OR USE OF INSTRUMENT NOT SEALED BEFORE USING AND NOT SEALED WITHIN TWELVE MONTHS

Any person making a practice of buying or selling by weight or measure, or of furnishing services the value of which is estimated by weight or measure, who has in his possession without permit and unsealed scale, balance weight or measure; and any person who uses, in any purchase or scale or in estimating the value of any service furnished, any instrument of weight or measure that has been officially sealed, or if previously sealed, the license therefore has expired and has not been renewed in due time, shall be punished by a fine not exceeding Five Hundred (P500.00) pesos or by imprisonment for not exceeding Six (6) months, or both; but if such scale, balance, weight, or measure so used has been officially affixed thereto remain intact and in the same position and condition in which they were placed by the official sealer, and the instrument is found not to have been altered or rendered inaccurate but still to be sufficiently accurate to warrant its being sealed with repair or alteration, such instrument shall, if presented for sealing promptly on demand of any authorized seller or inspector of weight or measure, be sealed and the owner, possessor, or user of same shall be subject to no penalty except a surcharge equal to five times the regular fee fixed by the law for sealing of an instrument of its class, this surcharge to be collected and accounted for the same official and in the same manner as the regular fees for the sealing such instruments.

SECTION 3A.13 ALTERATION OR FRAUDULENT USE OF INSTRUMENT OF WEIGHTS OR MEASURES

Any person who with fraudulent intent alters any scale or balance, weight, or measure whether sealed or not shall be punished by a fine of not less than Two Hundred Pesos (P200.00) nor more than One Thousand Pesos (P1000.00) or by imprisonment for not less than one (1) month nor more than six (6) months, or both such fine and imprisonment at the discretion of the court.

Any person who fraudulently gives short weight or measure in the making sale, or fraudulently takes excessive weight or measure in the making of a purchase, or who, assuming to determine truly the weight or

measure, fraudulently misrepresents the weight or measure thereof shall be punished by a fine not less than Five Hundred Pesos (P500.00) nor more than Two Thousand Pesos (P2000.00) or by imprisonment for not less than one(1) month nor more than six (6) months, or both such fine and imprisonment, at the discretion of the court.

SECTION 3A.14 – PENALTY

Any violation of the provisions of this articles shall be punished by a fine of not less than One Thousand (P1,000.00) Pesos but not more than Two Thousand Five Hundred (P2,500.00) Pesos or Imprisonment of not less than One (1) month but not more than six (6) months, or both such fine and imprisonment, at the discretion of the Court.

SECTION 3A.15 COMPROMISE POWER

Before a case is filed in Court for an offense which does not involved fraud, the Municipal Treasurer is hereby authorized to settle such an offense upon payment of a compromise penalty of not less than Two hundred pesos (P200.00) nor more than One thousand pesos (P1000.00).

CHAPTER IV GENERAL PENAL PROVISIONS

Article A

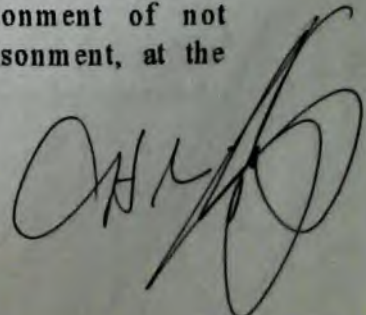
SECTION 4A.01 – COMPLAINTS

The Market Master shall entertain and investigate complaints received from stall holders vendors and other person engaged in business within the market premises as well as administrative complaints. The Market Master shall accomplish written report to be forwarded to the Market Committee for proper and prompt action. Likewise, appeals shall be entertain for prompt and proper disposition.

Complaints filed before the Market Master shall be acted upon within five (5) working days. Failure to act or settle the complaints shall be a ground for the case to be elevated to the Market Committee.

SECTION 4A.02 – PENALTY

Any violation of the provisions of this Code not herein otherwise covered by specific penalty or of rules and regulations promulgated under authority of this code, shall be punished by a fine of not exceeding Two Thousand Five Hundred Pesos (P2,500.00), or imprisonment of not exceeding Six (6) months or both such fine and imprisonment, at the discretion of the court.



Payment of a fine or service of imprisonment as herein provided shall not relive the offender from the payment of the delinquent tax, fee or charge imposed under this Code.

If the violation is committed by any juridical entity, the President, General Manager, or any person entrusted with the administration thereof at the time of the commission of the violation shall be held responsible or liable thereof.

SECTION 4A.03 – COMPROMISE SETTLEMENT FEE

Except as otherwise provided under Section 3A.15 of the Chapter III hereof. The Mayor is hereby authorized to enter into an "extrajudicial" or out-of-court settlement of an offense involving violations of any provisions of this code subject, however, to the following conditions, viz:

1. That the offense does not involved fraud;
2. That the offender shall pay a compromise settlement fee of not less than Three Hundred Pesos (P300.00) but not more than Two Thousand Pesos (P2,000.00) as may agreed upon by both parties;
3. That the payment of the compromise settlement fee above mentioned shall not relive the offender from the payment of the corresponding tax, fee or charge due for him as provided under this Code, if he is liable thereof.

CHAPTER V FINAL PROVISIONS

Article A

SECTION 5A.01 -- SEPERABILITY CLAUSE

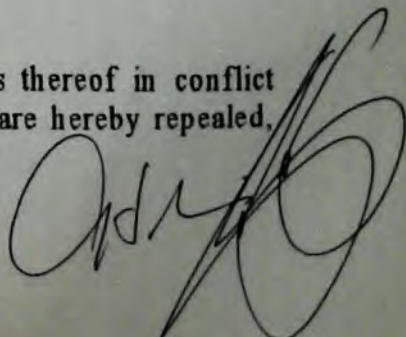
If for any reason, any section or provision of these code is declared to be invalid or illegal, the sections or provisions thereof which are not affected thereby, shall continue to be in full force and effect.

SECTION 5A.02 – APPLICABILITY CLAUSE

All other matter relating to the impositions in this Code shall be governed by pertinent provision of existing laws and other ordinances, particularly Chapter V, Art. A of the Revised Revenue Code of 1993.

SECTION 5A.03 – REPEALING CLAUSE

All Ordinances, rules and regulations, or parts thereof in conflict with, or inconsistent with any provisions of this code, are hereby repealed, amended or modified accordingly.

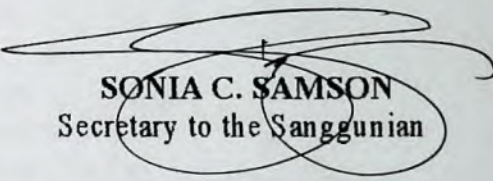


SECTION 5A.04 – EFFECTIVITY

These ordinance shall take effect immediately upon approval.

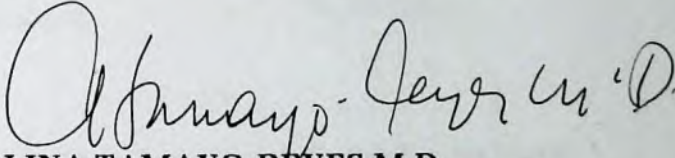
ENACTED, this 18th day of November 1999 at the Session Hall,
Municipal Building, Taytay, Rizal.

Certified Correct:



SONIA C. SAMSON
Secretary to the Sanggunian

ATTESTED;



ADELINA TAMAYO-REYES.M.D.
Vice Mayor
Presiding Officer

APPROVED BY THE MUNICIPAL MAYOR

JUNE V. ZAPANTA
Municipal Mayor