



PAMAHALAANG BAYAN NG TAYTAY

TANGGAPAN NG SANGGUNIANG BAYAN

**EXCERPT FROM THE MINUTES OF THE 56th REGULAR
SESSION OF THE SANGGUNIANG BAYAN, TAYTAY, RIZAL,
HELD ON SEPTEMBER 16, 2002, AT THE SESSION HALL,
MUNICIPAL BUILDING, TAYTAY, RIZAL**

PRESENT:

Hon. Fernando R. Cabitac Jr.	- Vice Mayor
Hon. Janet DL. Mercado	- Coun/Temp.Presiding Officer
Hon. Anastacio V. Alcantara	- Councilor
Hon. Joselito T. Calderon	- "
Hon. Arturo R. Valle	- "
Hon. Aldin B. Gatapia	- "
Hon. Reggie Lynn R. Gonzaga	- "
Hon. Andres C. Cruz, Jr	- ABC.President
Hon. Dianne Eliza G. Esguerra	- SK.President

ABSENT:

Hon. Sharon B. de Leon	- Councilor
Hon. Pochollo A. Esguerra	- "

ORDINANCE NO. 21

AN ORDINANCE REVISING "THE MARKET CODE OF TAYTAY, RIZAL (2002)"

Be it ordained by the Sangguniang Bayan of Taytay that:

CHAPTER 1- GENERAL PROVISIONS

ARTICLE A. Title and Scope

Section 1A.01. Title. This Ordinance shall be known as the
"Market Code of Taytay, Rizal (2002)"

Section 1A.02. Scope. This Code shall govern the administration and
operation of government owned "public markets" including the classification,
construction, repair, renovation of booths and stalls therein; imposition and
collection of market rental fees and charges for the occupancy of market
stalls and the health and sanitation standards therein.

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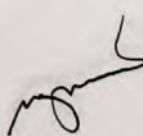
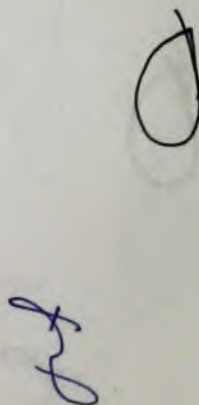
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ARTICLE B. Authority and Purpose

Section 1B.01. Authority. This Code is enacted pursuant to Section 458 of RA 7160, otherwise known as the "Local Government Code of 1991" which empowers the Municipality thru its legislative body known as Sangguniang Bayan to:

- a) Provide for and set the terms and conditions under which public utilities owned by the municipal government, and prescribe the terms under which the same may be leased to private persons or entities preferably cooperatives (subject to capacity and capability).
- b) Establish markets and authorize the operation thereof and regulate the construction and operation of public markets, talipapas or other similar buildings and structures.
- c) Requires that buildings and premises thereof and any land within the municipality be kept and maintained in a sanitary condition; impose penalties for any violation thereof, or upon failure to comply with said requirements, have the work done and require the owner, administrator or tenant concerned to pay the expenses of the same; or require the filling up of any land or premises to a grade necessary for proper sanitation;

Section 1B.02. Purpose. This Code is enacted for the following purposes:

1. Guide, control and regulate the growth and development of this municipality's public market and slaughterhouse including its premises;
 2. Protect the character and stability of the public market and its premises as well as promote an orderly and beneficial development of the same;
 3. Promote and protect the health, safety, peace, comfort, convenience and general welfare of the occupants therein as well as the general public patronizing the public market;
 4. Regulate the operation of all businesses or trade activities in the public market;
 5. To regulate and restrict the location and use of stalls, booths or other structures inside the public market compound;
 6. To regulate the alteration or remodeling of existing booths or structure in such a way as to avoid public hazards or inconvenience;
 7. To eliminate the incompatible or non-confirming uses of this municipality's public market stalls and its premises.
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ARTICLE C. Definition and Rules of Construction

Section 1C.01. Definitions. When used in this Code, each of the following words and phrases shall be construed to mean as follows:

Aisle or Passageway – a space between rows of stalls utilized as passage by the public.

Food – any raw, cooked or processed edible substance, beverage or ingredient used or intended for use or for sale in whole or in part for human consumption.

Food Handlers – any person who handles, stores, cooks, prepares or serves food or drinks.

Foot Candle – a unit of illumination on a surface that is everywhere one foot from a uniform source of light of one candle and equal to one lumen per square foot. One-foot candle is equal to 10.76 lux

Market Building – constructed edifice designed to stand more or less permanently, covering space of land, usually covered by a roof, more or less enclosed by walls and supported by columns and serving as a place for commercial or trade activities.

Market – a general term referring to a public place, building or structure where commodities such as foodstuff, wares and other merchandise may be bought or sold. It includes any of the following:

Government-owned public market – a public market owned, operated, and/or managed by the government intended to serve the general public.

Privately owned public market – a public market owned operated and/or managed by private individuals or entities cooperatives, institutions or corporations.

Food Terminal – a market where products such as seafoods, fruits, vegetables and other merchandise are being sold on wholesale basis. (e.g. fish landing, trading posts, "*bagsakan*", *consignacion*).

Wet Market – a market where most of the commodities for sale are readily perishable foods

Dry Market – a market where most of the merchandise displayed for sale are dry goods.

Satellite Market/ Talipapa – a type of public market with less than 150 stalls that cater to limited number of customers.

Market Booth – refers to an enclosure built or erected on a market stall or space where merchandise of various kinds is being sold or offered for sale.

Market Stall – refers to any allotted space with or without a booth inside the public market building designated for the display or sale of commodities, goods or foodstuff.

Market Premises – refer to any space in the public market compound, part of the market lot consisting of bare ground, outside of the public market building usually occupied by transient vendors during market days.

Market Rental Fee – refers to the amount of rental fee for the privilege of occupying and utilizing a market stall or space for commercial activities.

Non-Perishable Food – consist of food products in hermetically sealed containers processed by heavy to prevent spoilage, and dehydrated, dried, or powdered products so low in moisture content as not to product development of microorganisms (e.g. cereal, powdered milk, canned goods, bottled catsup and other similar products).

Packaged Food – food that is bottled, canned, cartoned, wrapped or otherwise enclosed.

Peddler – one who sells his wares, commodities or foodstuffs from one place to another.

- a) Ambulant Peddler (vendor) – a peddler who sells his wares, articles, commodities, foodstuffs, etc by walking or thru the use of transport vehicle.
- b) Hawker – a peddler who sells his wares, articles, commodities, foodstuffs, etc. by using audio equipment or by shouting but remains stationary on a particular place until he decides to transfer to another place.
- c) Sidewalk Vendor - a peddler who sells his wares, articles, commodities, foodstuffs, etc. on a sidewalk or portion thereof.

Public Markets – a public services or utilities such as the public supply and sale of electricity, water and public transportation. Foodstuffs that are sold in public markets demand as much official control and supervision as the commodities sold and distributed in other public utilities.

(Go Chiong, et al., Vs. Cuaderno, Sr., et.al., G.R. No. 1449).

Readily Perishable Food – any food of such type or in such condition as may spoil and which consists in whole or in part of meat, poultry, fish, shellfish, milk, eggs and their products or other foods or ingredients capable of supporting the progressive growth of micro-organisms which can cause food infection or food intoxication.

Shelf Life – the span of time a product is determined to be fit for human consumption.

Section – refers to a subdivision of the spaces or area inside the public market building with a designated class or group of allied goods, commodities or merchandise that could be displayed or sold.

Fish Section – refers to the area where only fresh fish, clams, oysters, crabs, lobsters, shrimps, sea weeds, and other sea foods and marine products could be sold by the stall holder or stall lessee.

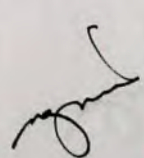
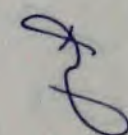
Meat Section – refers to the area where meat of all kinds could be sold although pork, beef, or dressed chickens are separately displayed and properly labeled.

Dry Goods Section – refers to the area where all kinds of textile; ready made dresses and apparels; native products; toiletries; novelties; footwear; laces; kitchen wares or utensils; household articles or appliances; handbags; school and office supplies or similar products could be sold.

Groceries Section – refers to the area where all kinds of cakes, biscuits, pastries, crackers, butter, cheese, confections, candies, canned or bottled foods, beverages, soft drinks, cigarettes, flour, oatmeal, ham, bacon, sugar, sauce, onions, garlic, potatoes, eggs, sausages, starch, smoked fish, dried fish, salt, soap and other food products could be sold.

Animal feeds and cereals section – refers to the area where all kinds of manufactured animal feeds and cereals, including rice and corn could be sold.

Vegetable and Fruit Section - refers to the area where all kinds of vegetables, fruits, coconuts, root crops and similar agricultural products could be sold.


Fast foods and Delicacies Section - refers to the area where all kinds of cooked foods and delicacies could be sold. This includes refreshment parlors, cafeterias, restaurants, panciterias and similar kinds.

Live Fowls and Piglets Section - refers to the area where the live fowls, such as chickens, ducks and similar as well as piglets could be.

Miscellaneous Wares Section - refers to the area where all kinds of wares not included in the above classification including ceramic wares, pots, vases and garden tools or implements could be sold.

Carinderia Section - a section in the market where cooked foods or drinks are displayed, sold and/or served.

Coco Section - refers to the area where all kinds of coco fruits could be sold.

Dry Goods Section - area in the market where dry goods (e.g. clothing, kitchen utensils, toys and other similar items) are displayed.

Stall Lessee (also known as stall holder) - refers to the awardee of the lease contract to occupy a market stall or space, with or without booth, inside the public market building.

Stall holder - a person or entity who has been granted the right to use a stall where he can display or sell his goods, commodities or foodstuffs.

Solid Waste - all organic and inorganic non liquid and non-gaseous portions of the total waste mass. It consists of all putrescible and non-putrescible solid materials except for body waste.

Store - a building or structure devoted exclusively to the retail sale of a commodity or commodities.

Vendor - any person who sells goods, commodities, foodstuffs and other merchandise.

Vermin - a group of insects such as flies, mosquitoes, cockroaches, lice, fleas, ticks, bedbugs, or small animals such as mice and rats that are vectors of diseases.

Vermin Abatement Program - a series of preventive and control procedures for vermin control in the establishment.

CHAPTER II

MARKET CHARGES AND OTHER FEES

Article A. Market Rental Fees

Section 2A.01. Imposition of Fees. There shall be collected the following market charges and other fees.

A. Rental Fee and Market Stalls

1. On stalls with fixed booth per square meter, or fraction thereof, per day or fraction thereof:

Dry Goods Section	P 5.50
Groceries, Plastic, Bookstore, Sari-Sari Store Section	6.50
Gift Shops, Native Store Section	4.50
Seafoods Section (Fresh Fish, Crustaceans, mollusk, etc.)	6.50
Meat Section (Beef, Chicken, etc.)	6.50
Fruit Section	6.50
Dried Fish Section (Salted, Smoke, Preserved etc.)	6.50
Vegetable Section	6.50
Rice and other Cereal Section	6.00
Carinderia	4.50
Other Sections not mentioned herein	4.50

2. On occupants of market premises without booths, per square meter, per day, or fraction thereof:

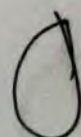
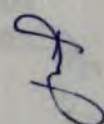
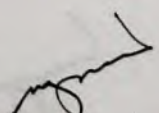
CLASS "A" space or "tiendas"	P 8.00
CLASS "B" space or "tiendas"	7.00

A. Market Entrance Fee

Fish and Other Seafoods

a. Fresh Fish or Seafoods

First Class	P 3.00/ kilogram 7.00/canastro
Second Class	P 2.00/kilogram 6.00/canastro

**b. Dried salted or smoked fish
of fish preserved by other means**

Per kilo gram if applicable	P	3.50
Per canastro when applicable		6.50
Per basket (big)		6.50
Per kerosene can		0.25
Per pot when applicable		2.00
Per sack when applicable		5.00
Per standard wooden box		5.00

Fruits and Vegetables

1. Banana, per hundred (ripe)	P	3.00
2. Banana per hundred (fresh)		3.00
3. Mango, per sack		4.00
4. Mango per kaing, big		5.00
5. Mango per kaing, small		3.00
6. Coconut, per truckload		50.00
7. Coconut, per jeepload		35.00
8. Eggs per hundred		3.00
9. Peanuts, (un-husked) per sack		3.00
10. Peanuts, (husked) per sack		6.00
11. Eggplants (for every ten kilos)		4.00
12. Camote per kerosene can		1.50
13. Camote per sack		8.00
14. Garlic per sack		8.00
15. Corn, per sack fresh		3.00
16. Sweet potato, per sack		5.00
17. Cassava, per sack		2.00
18. Ampalaya, per sack		5.00
19. Pineapple, watermelon and melon per piece		0.25

Miscellaneous Commodities

1. For every sack of rice	P	1.00
2. For every sack of coffee, soybeans (utaw) balatong kibal and the like		2.00
3. For every sack of rice bran (ipa), trigo, palay and the like		2.00
4. For every sack of salt		1.00
5. For every sack of sugar		1.50
6. Duck, goose, turkey and the like, per head		0.25
7. For every head of fighting cock		20.00
8. For every piece of Sawali (2m x 4m)		2.00
9. For every jeepload of pots and jars		10.00

10. For all other similar items not specified above,
The fee shall be equivalent to two percent (2%)
of its selling or prevailing market price.

11. Chicken (live) per head 1.00
12. Chicken (Dressed) per head 1.50

Parking fee of transport vehicles being used by transient vendors while discharging their goods or commodities within fifty (50) meters radius from the market compound:

Jeep/Jeepney	P	40.00
Vans/light truck		40.00 – 50.00
Trucks (10 wheelers or more)		60.00 – 80.00

Parking fee rate for vehicles being used by the consumers while buying goods or commodities within the market compound:

Cars, vans, jeep/ jeepney, trucks	P 10.00 for first 3hrs
succeeding hours	5.00

Parking fee rate for vehicles being used by the stallholders:

Unlimited Hour	P 20.00
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ARTICLE B. POWER CHARGES

Section 2B.01. Imposition of Power Bill. There is hereby imposed a monthly power bill on all market stall lessees (stall holders) in the amount prescribed below:

1. Charge the amount of one meter base P 1,500.00
2. With electric power meter 6.00 per kilowatt hour
power consumption
3. Flat rate (for those without meter);

a.) incandescent bulb

• 25 watts	P 25.00
• 50 watts	50.00
• 100 watts	100.00
• 200 watts	200.00

b.) freezer

• 8 cu. ft	P 150.00
• 10 cu. ft	180.00

• 12 cu. ft		220.00
• 15 cu. ft		250.00
c.) Fluorescent		
• 20 - watt	P	30.00
• 30 - watt		45.00
• 40 - watt		60.00
d.) refrigerators		
• 4 cu. ft.	P	140.00
• 7 cu. ft.		150.00
• 9 cu. ft.		200.00
• 12 cu. ft.		250.00
e.) stoves		
• 6" single burner	P	100.00
• 8" single burner		180.00
• two (2) burner		200.00
f.) electric motors		
• ¼ H.P.	P	80.00
• ½ H.P.		120.00
• ¾ H.P.		200.00
• 1 H.P.		280.00
• 1 ¾ H.P.		400.00
• 2 H.P.		500.00
g.) hair dryer	P	200.00
h.) rice cooker	P	100.00
i.) electric fan		
• 10 inches	P	70.00
• 14 inches		85.00
• 16 inches		100.00
j.) television		
• black and white	P	100.00
• colored		200.00

k.) vcd and vhs P 200.00

l.) aircon

- | | | |
|------------|---|----------|
| • .5 H.P. | P | 500.00 |
| • ¾ H.P. | | 1,000.00 |
| • 1 H.P. | | 1,200.00 |
| • 1.5 H.P. | | 1,500.00 |
| • 2 H.P. | | 2,000.00 |

Section 2B.02. Time of Payment. The fee imposed in this Article shall be paid to the Municipal Treasurer or his duly authorized representative within the first fifteen (15) days of each month.

Section 2B. 03. Surcharge for late Payment. Failure to pay the fee prescribed in this Article within the time required shall subject the taxpayer to a surcharge of twenty-five percent (25%) of the original amount of fees due.

Section 2B. 04. Penalty. Violation of any provisions of this Article shall be considered as sufficient ground for the cancellation of the contract of lease of the market stall without prejudice to the filing of the appropriate charges before a Court of competent jurisdiction.

ARTICLE C. WATER CONSUMPTION CHARGES

Section 2C. 01. Imposition of Water Consumption Fee. There is hereby imposed a monthly water consumption fee on all market stall lessees (stallholders) in the amount prescribed below:

- | | |
|--|----------------------------|
| 1. Charge the amount of Water Meter Base | P 700.00 |
| 2. Flat Rate | |
| Fish section | P 240.00 or 60.00 per week |
| Meat section | 75.00 or 18.75 per week |
| Carinderia/restaurant/ | |
| Refreshment section | 200.00 or 50.00 per week |

Section 2C. 02. Time of Payment. The fee imposed in this Article shall be paid to the Municipal Treasurer or his duly authorized representative within the first fifteen (15) days of each month.

Section 2C. 03. Surcharge for Late Payment. Failure to pay the fee prescribed in this Article within the time required shall subject the taxpayer to a surcharge of twenty-five (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 of fee due.

Section 2C. 04. *Penalty.* Violation of any provisions of this Article shall be considered as sufficient ground for the cancellation of the contract of lease of the market stall without prejudice to the filing of the appropriate charges before a Court of competent jurisdiction.

ARTICLE D. ADMINISTRATIVE PROVISIONS

Section 2D. 01. *Authority to issue Rules and Regulations.* For purposes of this Section, the Market Administrator or the Officer in Charge of the administration thereof is hereby authorized to issue the necessary rules and regulations for the proper implementation of this Section including the classification of fish and other seafoods. Such rules and regulations issued by him shall be in full force and effect unless rescinded, modified or revoked by the Municipal Mayor or the Sangguniang Bayan.

Section 2D. 02. *Time and Manner of Payment.*

For stalls. The fee for the rental of market stall 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 the occupancy of the stall.

In case of three (3) consecutive months of unpaid rental fee the contract will be automatically revoke.

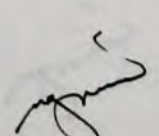
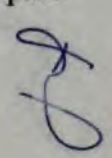
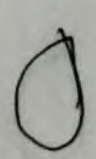
For occupancy of market premises. The fee for the occupancy of market premises shall be paid daily, in advance, before any commodity or merchandise is sold within the market premises.

For market entrance fee. The market entrance fee shall be collected before the transient vendors are allowed to discharge or sell their goods.

In case the transient vendor from whom an entrance fee was collected occupies any table, cubicle or other space in the public market he shall be required to pay the correct amount of rental fee due thereon less the amount that he may already paid as entrance fee.

Duly licensed suppliers or distributors of goods or commodities shall not be considered as transient vendors required to pay the market entrance fee when they enter the market premises to deliver goods, commodities to the vendors occupying stall in the public market.

Transfer of commodities from one vehicle to another vehicle shall be deemed as a sale transaction if done within the market compound or in any place that has been designated by the Sanggunian as a part of the market premises. It shall be subject also to the aforementioned market fees to be paid by the vendor or seller.

Section 2D. 03. *Issuance of official receipt and cash tickets.*

The Municipal Treasurer or his duly authorized representative shall issue an official receipt as evidence of payment of rentals of fixed stalls.

a) A cash ticket shall be issued to an occupant of the market premises or transient vendor and his name shall be written on the back thereof. The cash ticket shall pertain only to the person buying the same shall be good only for the space of the market premises to which he is assigned. If a vendor disposes of his merchandise by wholesale to another vendor, the later shall purchase new tickets if he sells the same merchandise, even if such sale is done in the same place occupied by the previous vendor.

b) 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 2D. 04. *Surcharge for late or non-payment of fees.*

The lessee of a stall, who fails to pay the monthly rental fee within the prescribed period, shall pay a surcharge of twenty five percent (25%) of the total rent due. Failure to pay the rental fee for three (3) consecutive months shall cause automatic cancellation of the contract of lease or stall without prejudice to suing the lessee for the unpaid rents at the expense of the lessee. The stall is declared vacant and subject to adjudication.

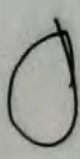
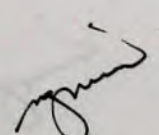
Any person occupying more space that is duly leased him shall pay double the regular rate such for extra space and any person who fails to pay the monthly rent within the time fixed herein shall pay a penalty of twenty five percent (25%) of the rent due. The lease contract of any person found habitually incurring the foregoing violation shall be cancelled.

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

Section 2D. 05 *Adjudication of Stall.*

a) *Lease Period.*

The contract of lease for stall shall be for a period of Five (5) years, renewable upon its expiration, unless revoked in accordance with the provisions of the Article.



b) Notice of Vacancy.

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

NOTICE

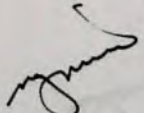
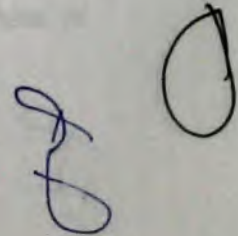
Notice is hereby given that Stall/ Booth No. _____ Building or Pavilion No. _____ of the public market is vacant (or will be vacated on _____ 200____. Any person 21 years of age or over interested to lease the said stall/ booth shall file an application therefore on the prescribed form, copies of which maybe obtained from the office of the Municipal Treasurer during office hours and before 12:00 o'clock noon of _____ 200____. In case there are more than one applicant, the award of the lease of the vacant stall/booth shall be determined through drawing of lots to be conducted on _____, 200____ 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 _____.

Marker Administrator

Application for Lease.

1.) The application shall be under oath. The applicant either in person or through his/her attorney shall submit it to the Office of the Mayor.

2.) It shall be the duty of the Market Committee to keep the registry book showing; the names and addresses of all applicants for the vacant stalls or booths applied for them; and the date and hour of the receipt by the Market Committee; and to acknowledge receipt of every application setting forth therein the time and date of receipt thereof. The application shall be substantially in the following form:

APPLICATION TO LEASE MARKET STALL*Address**Date*

*The Market Committee
Taytay, Rizal*

*Thru: The Municipal Mayor
Sir:*

I hereby apply under the following contract for the lease of stall no. _____ of the market. I am _____ and residing at _____.

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

That while I am occupying or leasing this (or these stalls) I shall at all times have my pictures and that of my helper (or those of my helpers) conveniently framed and hung up conspicuously in the stall.

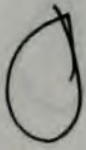
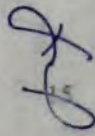
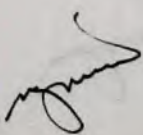
I shall pay the corresponding rents for the stall (or stalls) In the manner prescribed by existing ordinance.

The business to be conducted in the stall shall belong exclusively to me. In case I engage helpers, I shall nevertheless personally conduct my business and be present at the stall (or stalls). I shall promptly notify the market authority my absence, giving a reason or reasons thereafter.

I shall not sell or transfer my privilege to the stall(s)/booth(s) or otherwise permit another person to conduct business therein.

I shall keep the stall (or stalls) at all times in good sanitary condition and comply strictly with all sanitary and market rules and regulations existing or may hereafter be promulgated by the authorities concerned.

Likewise, I shall also clean my stall at the end of the business day and I shall remove all the dirty material, rubbish or waste and place them in plastic bags or other appropriate garbage containers.



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.

Very respectfully yours;

Applicant

TIN _____

SUBSCRIBED AND SWORN to before me in the Municipality of Taytay, Rizal on this ____ day of _____, 200__, applicant - affiant exhibiting to me (his/her) Community Tax Certificate No. _____, issued at _____ on _____, 200__.

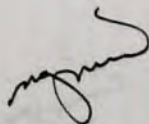
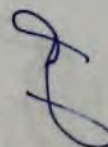
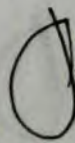
Officer Authorized to Administer Oath

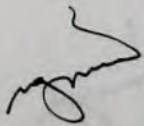
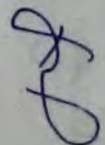
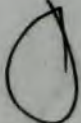
3.) Applicants who are Filipino citizen shall have preference in the lease of market stall. If in the last day set for filling applicants there is no application from a Filipino citizen, the posting of the notice of vacancy prescribed above shall be extended for another ten-day period. If after the expiration of the period there is still no Filipino applicant, the stall affected may be leased to alien applicants, the adjudication of the stall is made through drawing of lots to be conducted by the market committee on the date and hour specified in the Notice. The result of the drawing of lots shall be reported immediately to the Mayor for appropriate action.

The successful applicant shall furnish the Market Committee two (2) copies of his or her picture immediately after the award of the lease. It shall be the duty of the Market Committee to affix one copy of the picture to the application and the other copy to the record card kept for the purpose.

Section 2D.06. Miscellaneous provisions on the lease of stalls.

- a) ***Vacancy of Stall before the expiration of the lease.*** Should for any reason the stall holder or lessee discontinue his business before his lease of the stall expires, such stall is considered vacant and its occupancy thereafter shall be disposed of in the manner herein prescribed.

- b) **Partnership with Stall holder.** A market stall-holder who enters into business partnership with any party after 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 to continue his business, the surviving partner may be authorized to continue occupying the stall for a period of not exceeding sixty (60) days within which to wind up the business of partnership. If the surviving partner is otherwise qualified to occupy the market stall under the provisions thereof, and the spouse, parent, child, sibling of the deceased (in that order) is not applying for the stall, he shall be given the preference to continue occupying the stall or booth concerned, if he applies therefore.
- c) **Lessee to personally administer his stall.** Any person who has been awarded the right to lease a market stall in accordance with the provisions thereof, shall occupy, administer and be present personally at his stall, or booth, provided, however, that the helpers he employs are citizen 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 not disqualified under the provisions hereof and, provided further, that the persons to be employed as helpers shall under no circumstances, be persons with whom the stall-holder has any commercial relation or transaction.
- d) **Dummies; sub-lease of stall.** In any case where the person, registered to be the holder or lessee of stall or booth, in the public market, is found to be in reality not the person who is actually occupying the stall or stalls, the lease of such stalls shall be canceled, if upon investigation such stall holder shall be found to have subleased his or her stall/stalls to another person or to have connived with such person so that the latter may for any reason be able to occupy the said stall or booth.
- 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 or children.
- f) **Appeals.** Any applicant, who is not satisfied with the adjudication made by the Market Committee of the stall applied for him, may file to the Sangguniang Bayan an appeal there from. The decision of the Sangguniang Bayan in such cases shall be final without prejudice to the right of the applicant to seek other legal remedial measures before the Sangguniang Panlalawigan or a proper Court.
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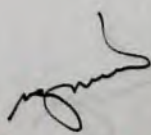
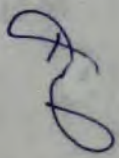
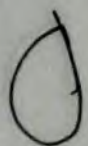
Section 2D.07. Creation of Market Committee.

A permanent Market Committee composed of the Municipal Mayor or his duly authorized representative, as Chairman, the Municipal Treasurer, a representative of the Sanggunian; Market Administrator or Supervisor, Municipal Assessor and the President of the Market Vendors Association as Members. The Market Committee shall, among its duties, conduct the drawing of lots and opening of bids in connection with the adjudication of vacant or newly constructed stalls or booths in the market and to certify the result thereof.

Section 2D.08. Market Hours.

Unless the Sangguniang Bayan fixes a different time, the public market shall be opened for sale of articles permitted for sale therein from 4:00 o'clock in the morning until 9:00 o'clock in the evening everyday, they will be allowed to prepare 2 hours before the period of selling. However, during the Yuletide Season, Fiesta celebration or any other important public events the Mayor is hereby authorized to allow the public market to open for twenty-four (24) hours. The use of any stall or place in the market as living quarters and/ or sleeping quarter is strictly prohibited and no vendor or stallholder will remain inside the market building after the same has been closed.

Section 2D.09. Responsibility for loss or damage of articles or merchandise after closure time.

1. The Municipal Government shall not be responsible for any loss or damage of the lessee's property caused by fire, theft, robbery, "*force majeure*", or any other unavoidable circumstances. All articles or merchandise left in the public market after closure time shall be at the risk of the stall holder or owner.
 2. All articles abandoned on any public market building in violation of any provisions of this Article or any regulation or rules relating to the management of the market, shall be deemed a nuisance, and it shall be the duty of the Market Administrator or the Officer-in-Charge to take custody of such articles. In case the articles are claimed within twenty four (24) hours thereafter, they shall be returned to the owner thereof unless they are so deteriorated as to constitute a menace to public health, in which case, they shall be disposed of in the manner directed by the Market Administrator or the Officer-in-Charge, who may also in his discretion, cause the criminal prosecution of the guilty party, or merely warn him against future violation. In case the articles are have not deteriorated are not claimed within the time herein fixed, said articles shall be sold at public auction and the proceeds thereof shall be disposed of in accordance with law.
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CHAPTER III

WEIGHTS AND MEASURES INSIDE THE PUBLIC MARKET

Article A

FEEES 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 one meter	P	20.00
Over one meter		40.00

b) For sealing metric measures with a capacity of:

Not over ten (10) liters	50.00
Over ten (10) liters	80.00

c) For sealing metric instrument of weights with a capacity of:

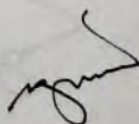
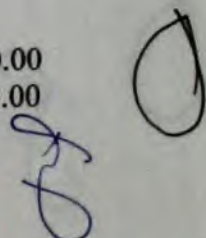
Less than thirty (30) kilograms	100.00
Thirty (30) kilograms but not more than Fifty (50) kilograms	150.00
Fifty (50) kilograms but not more than One hundred (100) kilograms	170.00
One hundred (100) kilograms or more	200.00

d) For calibration of linear metric measures of :

Not over one (1) meter	Free
Over one (1) meter	10.00

e) For calibration of metric measures with a capacity of:

Not over ten (10) liters	30.00
Over ten (10) liters	40.00

- f) For calibration of metric instrument of weights with a capacity of:

Less than thirty (30) kilograms	100.00
Thirty (30) kilograms but not more than fifty (50) kilograms	150.00
Fifty (50) kilograms but not more than one hundred (100) kilograms	170.00
One hundred (100) kilograms but more than Five hundred (500) kilograms	190.00
Five hundred (500) kilograms but more than One thousand (1000) kilograms	200.00
One thousand (1000) kilograms or more	220.00

For an apothecary or other balance of precision, the fee shall be twice the amount of the rates stated above.

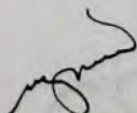
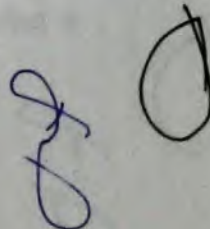
For each scale or balance, a complete set of weights for use therewith shall be sealed free of charge. However, for extra weight, the charge shall be Five Pesos (P 5.00).

SECTION 3A.02 – Exemption

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

SECTION 3A.03 – Time of Payment

The fees levied in this Article shall be paid to the Municipal Treasurer. Such payments will be the basis for sealing of the weights/measures. The following payments will be made on or before a year has expired from the time it was sealed.

SECTION 3A.04 – Surcharges for Late Payments

Failure to pay the fees prescribed in this Article within the time required shall subject the taxpayer to a surcharge of twenty-five percent (25%) of the original amount due. Such surcharge will 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.

SECTION 3A.06 – Duration of License for use

of Weights and Measures

The official receipts for the fee charged for sealing of a weight or measure shall serve as a license to use such instrument for one year from the date of sealing. When a license is renewed, it will expire on the same day and month of the succeeding year from the date of its original issuance. The owner shall preserve such license and together with the weight/measure covered shall be presented upon demand by the Municipal Treasurer or his deputies.

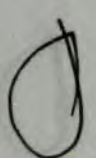
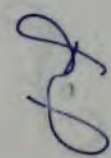
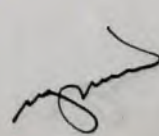
SECTION 3A.07 – Secondary Standards Preserved by the Municipal Treasurer; Comparison thereof with the Fundamental Standards

The Municipal Treasurer shall keep full sets of secondary standards in his office for the use in the testing of weights/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 Instruments

Of Weights and Measures

Any defective instrument of weights and measures shall be destroyed by the Municipal Treasurer or any of his authorized deputies if its defect is such that it cannot be repaired anymore.



SECTION 3A.09 – Inspection of Weights and Measures

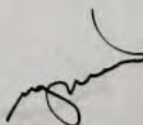
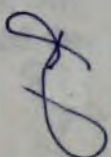
The Municipal Treasurer or his authorized representatives shall inspect and test instruments of weights and measures. In case deputized personnel conduct the inspection and testing, they shall report on the condition of the instruments in the areas assigned to them to the Municipal Treasurer. It shall be their duty to secure evidence of infringements of the law or of fraud in the use of weights and measures or of neglect of duty on the part of any office engaged in sealing weights and measures. Evidence gathered shall be presented 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, 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

It is hereby declared as an unlawful act for any person other than an official sealer of weights and measures to:

- 1) place or attach an official tag, seal, sticker, mark, stamp, brand or other characteristic sign used to indicate or seal upon any instrument of weight/measure used to indicate that such instrument has been officially tested, calibrated, sealed or inspected;
 - 2) imitate any seal, sticker, mark, stamp, brand, tag or other characteristic sign used to indicate that such instrument of weight/measure has been officially tested, calibrated, sealed or inspected;
 - 3) alter in any way the certificate or license or receipt issued by the official sealer as an acknowledgement that such instrument of weight or measure has been officially tested, calibrated, sealed or inspected;
 - 4) make or knowingly sell or use any false or counterfeit stamp, tag, certificate or license or any dye for printing or making the same or any characteristic sign used to indicate that such instrument of weight or measure has been officially tested, calibrated, sealed or inspected;
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- 5) alter the written or printed figures or letters on any stamp, tag, certificate or license used or issued;
- 6) possess any counterfeited, restored or altered stamp, tag, certificate or license for the purpose of using or reusing the same;
- 7) use/reuse any restored, altered, expired, damaged stamp, tag, certificate or license for the purpose of making it appear that the instrument has been officially tested, calibrated, sealed or inspected;
- 8) possess, use or maintain any scale or balance, weight or measure that has not been re-sealed, the license therefore has expired and has not been renewed;
- 9) fraudulently alter any scale, balance, weigh/measure whether sealed or not;
- 10) use any false scale, balance, weight/measure whether sealed or not;
- 11) fraudulently give short weights or measure in the making of a scale;
- 12) fraudulently misrepresent the true weight or measure of an article bought or sold;
- 13) to cause the commission of the above offenses by using another person.

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 any unsealed scale balance, weight or measure or if previously sealed, the license therefore has expired and has not been renewed in due time shall be fined not exceeding Five Hundred Pesos (P 500.00) or by imprisonment not exceeding six (6) months or both if such scale or balance, weight/measure so used has not been officially affixed thereto remains intact and in the same position and condition on which they were placed by the official sealer and the instrument is found not to have been altered or rendered inaccurate and is still sufficiently accurate to warrant it to be sealed with repairs or alteration, such instrument shall, if presented for sealing promptly on demand of any authorized sealer or inspector of weights and measures be sealed and the

owner/user of same shall not be subjected to any penalty except for a surcharge amount of which is five times the regular fee fixed by law for the sealing of an instrument of its class, this surcharge to be collected will be accounted for by the same official in the same manner as the regular fees imposed for sealing such instruments.

**SECTION 3A.13 – Alteration or Fraudulent Use of
Instrument of Weight or Measure**

Any person who with fraudulent intent alters any scale or balance, weigh or measure whether sealed or not shall be punished with a fine of not less than Two Hundred Pesos (P 200.00) not more than One Thousand Pesos (P 1,000.00) or by imprisonment for not less than One (1) month but not more than six (6) months or both fine and imprisonment depending upon the discretion of the Court.

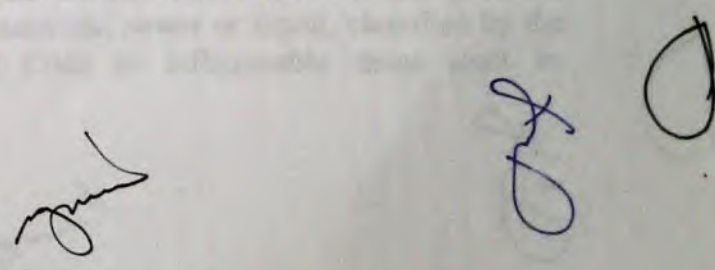
Any person who fraudulently gives short weight or measure in the making of a sale, takes excessive weight or measure in making a purchase, assumes to determine truly the weight or measure, fraudulently represents the weigh or measure thereof shall be punished with a fine of not less than Two hundred pesos (P 200.00) but not more than One Thousand Pesos (P1,000.00) or by imprisonment of not less than One (1) month but not more than six (6) months or both fine and imprisonment depending on the Court's discretion.

SECTION 3A.14 – Penalty

Any violation of the provisions of this Article other than those mentioned under Sections 3 A.13 shall be punished by a fine of not less than One Thousand Pesos (P 1,000.00) by not more than Two Thousand Five Hundred Pesos (P 2,500.00) or an imprisonment of not less than one (1) month but not more than six (6) months or both 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 involve fraud, the Municipal Treasurer is hereby authorized to settle an offense upon payment of a compromise penalty of not less than Two Hundred Pesos (P 200.00) but not more than One Thousand Pesos (P 1,000.00).



CHAPTER IV
RULES AND REGULATIONS

Article A. Miscellaneous Provisions

Section 4A.01. Unlawful Acts. It is hereby declared unlawful for any person:

1. to peddle, hawk, sell, or offer for sale, or expose for sale any article in the passageway (*pasillo*) used by purchasers in the market premises.
2. to idly chat, lounge, lie in or around the market premises, nor shall any person beg or solicit contributions of any kind in the public market.
3. to resist, obstruct, annoy or impede any market employee or personnel in the performance of his duties, nor shall parents allow their children to play in or around their stalls or in the market premises.
4. to drink, serve or dispense liquor or any intoxicating beverages within the premises of the public market at all times.
5. to commit any nuisance, make boisterous noise, use any profane or vulgar languages, commit disorderly conduct, or obstruct the passageway of the market premises.
6. to expose, hang or place any article, whether the same is for sale; or place any kind of obstruction in the market premises
7. to carry in his possession deadly weapons such as knives, bolos, axes, ice picks, darts, etc. within the market premises or in case of stall holders or their helpers, outside their respective stalls
8. to sell or offer for sale any merchandise or articles which have been illegally acquired by the vendors and or stall holders
9. to remove, construct and or alter the original structure of any stall or booth, electrical wirings or water connection without prior permit from the Municipal Mayor through Engineering Department.
10. to do illegal gambling is prohibited within the premises of the public market at any time.
11. to store, sale and or possess 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.

12. to have unlicensed electronics or electrical parts of service store, refreshments parlor, carinderia or restaurant which must be shown in the Municipal Mayor's permit and Electrical permit for the particular stall.
13. to connect any heating, producing excessive heat likewise soldering rod, welding machine, etc., inside his stall.
14. to do vandalism inside the public market premises.
15. to bring or carry pets (dogs, cats, snakes and the likes) inside the public market premises.
16. To Sleep inside the Market premises at all times

Section 4A.02. Conditions for the Lease of Market Stall.

- a) In case the public market site is relocated, no individual stallholder or stall lessee shall be allowed to lease more than two (2) adjoining or contiguous stalls in the new public market regardless of the number of stalls they were occupying previously in the old market.
- b) Sub-leasing or selling the leased stall or market place, or the privilege to occupy it, to other parties is not allowed. Otherwise, it shall be considered sufficient ground for the revocation of the contract of lease without prejudice to the filing of the appropriate criminal charges before a competent Court
- c) As among the conditions or requisites for the lease of market stalls or premises, all lessees or stall holders are hereby required:
 - To provide his stall, booth or tienda with appropriate receptacle or container for garbage and other waste matter for proper collection and disposal
 - To use only the prescribed lighting equipment, supply and materials; in case of those lessees in the wet section particularly those engaged in the selling of fish and other aquatic products, they shall not use any colored or deceptive bulbs.

17. to

Failure to comply with the above-mentioned requirement shall be considered a sufficient ground for the revocation of the contract of lease entered into and executed by the lessee and the Municipal Government.

- d) The provision of lighting facilities, supply and materials, as well as the corresponding electric power bill in the leased stall shall be the responsibility of the lessee subject to certain rules and regulations promulgated by the authorities concerned on this matter.
- e) All sanitary rules and regulations shall be strictly observed and followed by all space and stall lessees or occupants. For this purpose, the Municipal Health Officer shall issue the necessary implementing guidelines in accordance with the Code on Sanitation of the Philippines (PD 856) and its implementing rules and regulations.

Section 4A.03. *Special Provision.* The peddling or sale outside the public market or its premises of foodstuffs, that easily deteriorates, like fish and meat is strictly prohibited.

Section 4A.04. *Penalty.* Any violation of the provisions of this Article shall be punished by a fine of not less than One Thousand Pesos (P1,000.00) but not more than Two Thousand Five Hundred Pesos (P 2,500.00) or an imprisonment of not less than One (1) month but not more than Six (6) months or both fine and imprisonment, at the discretion of the Court.

Section 4A.05. *Applicability Clause.* The provisions of existing municipal ordinances dealing on market administration that are not in conflict with, or contrary to, the provisions of this Article, are hereby adopted and made as an integral part of this Article.

CHAPTER V

HEALTH AND SANITATION ON THE OPERATION OF MARKET

Article A. *Scope and Operational Requirement*

Section 5A.01. *Scope.* This chapter shall apply to all public markets including food terminals, satellite markets, talipapa, wet markets, dry markets, supermarkets, and other similar establishments operated by government agencies or instrumentalities, individuals or entities.

Article B. *Operational Requirement*

Section 5B.01. *Regulated Acts.* No person, natural or juridical, shall establish or operate any kind of public market without first securing a "sanitary permit" from Municipal Health Officer.

Article C. Rules and Regulations

Section 5C.01. Responsibility of the Consumers.

The consumers shall:

- Protect market facilities from damage.
- Observe proper handling of foods that are being sold in the markets.
- Observe proper maintenance of cleanliness in the market and its premises.
- Return merchandise to the shelves specifically provided for the purpose if they have decided not to purchase such merchandise.

Article D. Responsibility of the Market Stallholders

The stall holders shall:

- Maintain the cleanliness of their stalls at all times;
- Observe proper solid waste management;
- Keep the aisles free from obstruction to allow smooth flow of customers;
- Protect market facilities from damage; and
- Comply with these implementing rules and regulations.

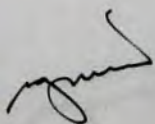
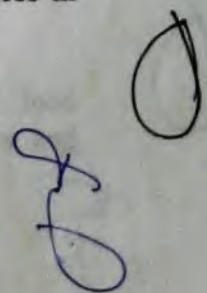
Article E. The Market Master;

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

Section 1E.01. Responsibility of the Market Master.

- a) Submit for approval by the Mayor 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 Mayor.
- 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 including their health certificates;

- d) Provide his office with the needed office equipment's, 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 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 collections, 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 necessary articles, clearances of aisles sidewalks of all obstructions and peddlers within and around the market premises;
- f) Report to the Mayor every Monday, the number of all existing vacant and newly constructed stalls, booths, sheds and stall spaces including stall 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 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 stall, 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 stall 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, booth 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) 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.
- p) Be responsible for keeping the market and its premises, including stalls and offices, in a clean and sanitary condition at all times;
- q) Ensure that the floor in the wet section of the market is scrubbed to avoid accumulation of mud/dirt;
- r) Be the custodian of all the properties belonging to the market; and
- s) Comply with these implementing rules and regulations

Section 2E .02. *Penalty.*

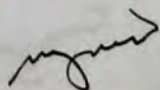
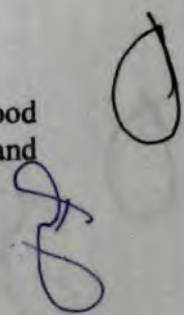
Any violation of the provisions of this Article shall be punished by a fine of not more than Two Thousand Five Hundred Pesos (P 2,500.00) or imprisonment of not more than Six (6) months, or both fine and imprisonment, at the discretion of the Court.

CHAPTER VI

HEALTH AND SANITATION STANDARDS ON FOOD ESTABLISHMENTS INSIDE THE PUBLIC BUILDING OR PREMISES

Article A. Scope and Definitions

Section 6. A.01. *Scope.* This Chapter shall apply to all food establishments and facilities including foods and drinks in containers and vehicles, and foods sold in the public market building or premises.

Contamination - the presence of infectious and non-infectious agent in an inanimate article or substance.

Health Certificate - a certificate in writing, using the prescribed form, and issued by the municipal health officer to a person after passing the required physical and medical examinations and immunizations.

Sanitation Inspector - an officer employed by the municipal government, who enforces sanitary rules, laws and regulations and implements environmental sanitation activities.

Sanitation Engineer - a person duly registered with the Board of Examiners for Sanitary Engineers (R.A. 1364) and who heads the sanitation division or section or unit of municipal health office or employed with the Department of Health or its field health units.

Sanitary Permit - the certification in writing of the municipal health officer or sanitary engineer that the establishment complies with the existing minimum sanitation requirements upon evaluation or inspection conducted in accordance with PD 522, PD 856 and local ordinances.

Sanitize - an effective bactericidal treatment to render surfaces of utensils and equipment free of pathogenic microorganism.

Article B. Sanitary Permit and Fee

Section 6B. 01. Regulated Acts. No person, natural or juridical, shall establish or operate any kind of food establishments for public patronage including foods and drinks in containers and vehicles. Food sold in the public market without first securing a "sanitary permit" therefore from the Municipal Health Officer and paying the corresponding sanitary permit fee prescribed in this Code.

Section 6B. 02. Imposition of Fee. There is hereby imposed an annual sanitary permit fee on all kinds of business establishments or trade undertaking being operated or to be operated inside the public market building or its premises including, but not limited to the following:

1. Food establishments
2. Rental or wholesale business
3. Tonsorial and beauty establishments
4. Servicing shops
5. Food vending machines
6. Other similar kinds

**IF THE AMOUNT OF BUSINESS
TAX PAID IS :**

	Annual Fee
Less than P 200.00	P 50.00
P200 or more but less than P300	80.00
P300 or more but less than P500	100.00
P500 or more but less than P800	150.00
P800 or more but less than P1,000	200.00
More than P 1,000	250.00

Section 6B. 03. Time of Payment. The fee imposed in this Article shall be paid to the Municipal Treasurer after a sanitary inspection of the establishment has been made. Prior to the issuance of the sanitary inspection certificate by the Municipal Health Officer and upon renewal of the same every year thereafter within the first twenty (20) days of January.

Section 6B. 04 Administrative Provisions.

1. The Municipal Health Officer or his duly authorized representative shall conduct an annual sanitary inspection of all business establishments and buildings to determine their adequacy of ventilation, general sanitary conditions, and propriety for habitation.
2. The Municipal Health Officer shall require evidence of payment of the imposed herein before he issues a sanitary permit certificate.

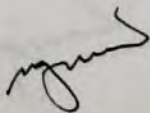
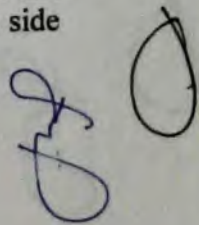
Section 6B. 05 Penalty.

Any violation of the provisions of this Article shall be punished by a fine of not less than One Thousand Pesos (P 1,000.00) but not more than Two Thousand Five Hundred Pesos (P 2,500.00) 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.

Article C Special Provisions

Section 6C.01. Sanitary Conditions

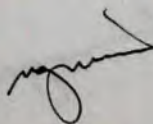
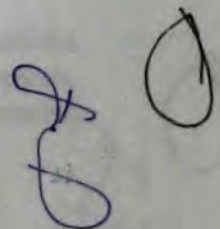
- a) **Sanitary condition of stalls-** The obligation of the stall holder shall include the duty to provide a garbage receptacle for the repository of his garbage and shall empty the same at the designated pit at the end of business hours. He shall likewise maintain the premises of his stall clean and 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 chicken and fowls.
- d) **Livestock** - All meat vendors shall distribute or offer for sale livestock meat slaughtered at the local slaughtered 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. 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, chicken, and fowls** - The office of the Mayor, the Market committee and/or his representative shall reserve and / or 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) **Loose Animals** - No dogs or other animals shall be left astray in the public market. The Market Master is hereby empowered to catch such stray animals and impound them for safekeeping and/or public safety in general. Paying the corresponding fees if provided can claim owners of such dogs and other animals impounded.

Section 6C. 02. Use of Alleys and Passageways

Alleys and passageways shall at all times be free from any obstruction and other personal belongings by person and or any ambulant vendor's 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 evidence against the ambulant vendors or person/s thereby giving the market authorities the right to charge applicable violation provided for in this Code.

Section 6C.03. *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 meters from the perimeter of the public market, is hereby declared as "prohibited" vending zones. No make shift stalls, pushcarts, ambulant vendors and the like shall be allowed within the prohibited zones.

Section 6C. 04. *Requirements for Food Vending Machine.*

Article D. Sanitary Permit

1. No person shall operate a food/ drink vending machine without first securing a sanitary permit from the Municipal Health Officer.
2. The Municipal Health Officer may, in writing, exempt a food establishment from securing a sanitary permit for the vending machine when the same is located or part of the operation of the food establishment. The class of vending operation shall be specified in the exemption form.
3. Vending machines shall be registered only in the name of the operator.

Section 6C. 05. *Penalty.*

Any violation of the provisions of this Chapter shall be punished by a fine of not more than Two Thousand Five Hundred Pesos (P 2,500.00) or imprisonment of not more than Six (6) months, or both fine and imprisonment, at the discretion of the Court.

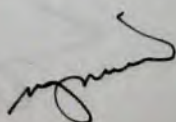
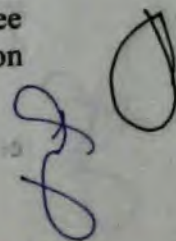
Article D. *The Municipal Health Officer Responsibility*

Section 6D. 01. *The Municipal Health Officer shall:*

1. Make periodic inspection in accordance with these rules and regulations to enforce the maintenance of adequate sanitation in food establishments and their premises.
 2. Take samples of food and drinks from any establishment or vendors as often as necessary to determine unwholesomeness, adulteration, contamination or spoilage, or contamination by radioactivity.
- Whenever the quality of food, foodstuffs or food products or drinks are doubtful and/or suspected to be unfit for human consumption, the Municipal Health Officer or his duly authorized representative

shall collect samples of the food foodstuffs, food products or drinks for laboratory examination. After the collection of the samples, the Municipal Health Officer shall issue an Official Receipt (EHS Form No.113) to the owner and a Temporary Order to prevent the sale of such foods. Lifting of the Order shall be based on the result of the laboratory examination.

- The sample shall be submitted for laboratory examination as soon as possible on the day it is collected.
 - When and if the laboratory examination proves that the food, foodstuffs, food products or drinks are doubtful and/or suspected to be unfit for human consumption, the Municipal Health Officer of his duly authorized representative shall collect samples of the food, foodstuffs, food products or drinks for laboratory examination. After the collection of the samples, the Municipal Health Officer shall issue an Official Receipt (EHS Form No. 113) to the owner and a Temporary Order to prevent the sale of such foods. Lifting of the Order shall be based on the result of the laboratory examination.
 - The sample shall be submitted for laboratory examination as soon as possible on the day it is collected.
 - When and if the laboratory examination proves that the food, foodstuffs, food products or drinks are unfit for human consumption, the Municipal Health Officer or his duly authorized representative shall take the necessary administrative procedure and confiscate those food and foodstuffs in an appropriate manner.
 - Whenever the Municipal Health Officer of his duly authorized representative finds that the food or food materials is proven to be contaminated, spoiled or from an unsafe source and will endanger the public health, he shall immediately prevent the sale or condemn and destroy the food and foodstuffs in question.
3. Municipal Health Officer and the Market Committee representative shall advise the stall holder to withdraw the same from the stocks offered for sale. The stall holder should further advise 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 advise the supplier/s and/or manufacturer/s from further distribution of their line of products at the Municipality.

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, kropeck and the like, 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.

CHAPTER VII

GENERAL PENAL PROVISIONS

Article A. Penalty and Compromise Settlement Fee

Section 7A.01. Penalty.

Any violation of the provisions of this Code not herein otherwise covered by specific penalty, or of the rules and regulations promulgated under authority of this Code, shall be punished by a fine not exceeding Two Thousand Five Hundred Pesos (P 2,500.00), or for 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 relieve the offender from the payment of the delinquent tax, fee or charge imposed under this Code.

If the violations 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.

Section 7A.02. Compromise Settlement Fee.

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

1. That the offense does not involve 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 (P 2,000.00) as may be agreed upon by the both parties;

3. That the payment of the compromise settlement fee above mentioned shall not relieve the offender from the payment of the corresponding tax, fee or charge due from him as provided under this Code, if he is liable therefore.

CHAPTER VIII

FINAL PROVISIONS

Article A – Separability, Applicability, Repealing and Effectivity Clauses

Section 8A.01. Separability Clause. If for any reason, any provision, section or part of this Code is declared not valid by a Court of competent jurisdiction or suspended or revoked by the Sangguniang Panlalawigan, such judgement shall not affect or impair the remaining provisions, sections or parts thereof which shall remain or continue to be in full force and effect.

Section 8A.02. Applicability Clause. All other matters relating to the impositions in this Code shall be governed by pertinent provision of existing laws and other ordinances.

Section 8A.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 8A.04. Effectivity. This Code shall take effect upon its approval

(Final Copy of a "Contract of Lease of Market Stall")

CONTRACT OF LEASE OF MARKET STALL

KNOW ALL MEN BY THESE PRESENT:

The MUNICIPAL GOVERNMENT of Taytay, represented herein by Hon. JUNE V. ZAPANTA, Municipal Mayor, upon authority granted to him by the Sangguniang Bayan under its Resolution No. _____ dated _____, 2002, hereinafter referred to as the "LESSOR;
and

_____, single/married to _____,
Filipino citizen, of legal age and 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:

1. To lease, as it is hereby leased to the above named LESSEE, that certain market stall with the following description:
2. 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:

1. 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;
2. The LESSEE shall have his/her picture and that of his/her helpers conveniently framed and hung up conspicuously in an appropriate place in the stall;
3. 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;
4. The LESSEE shall personally conduct the business in the stall even if he/she hires or engage the services of helpers;
5. 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.
6. The LESSEE shall not utilize the aforesaid stall or any part thereof for residential purposes;
7. 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;
8. The LESSEE shall not remove, construct or alter the original structure of the booth, electrical wiring or water connection without prior permit from the LESSOR or its authorized representative;
9. The LESSEE shall open the stall from the date the award of lease has been granted. Stalls that have been closed for thirty (30) consecutive days shall be considered as abandoned.

MUTUAL UNDERSTANDING

1. 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;
2. If, for any reason, the LESSEE discontinues his/her business, or this Contract is revoked before its expiration, the said stall be considered vacant and its occupancy thereafter shall be disposed of in the manner prescribed under existing Municipal Ordinances that may hereafter be enacted by the Sangguniang Bayan;
3. 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 to continue his/her business. The surviving partner may 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 not applying for the stall he shall be given the preference to continue occupying the stall concerned if he/she will apply for it;
4. 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 Municipal Ordinances that are now being enforced, or may hereafter be enacted the Sangguniang Bayan;
5. The LESSOR shall not be responsible for any loss of, 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.

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:

- a. 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.
- b. 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 this 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 _____, 2002 at Taytay, Rizal.

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) s.s.
 Province of Rizal)

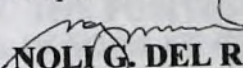
In the Municipality of Taytay on this ____ day of _____ 2002, personally appeared before me Mayor JUNE V. ZAPANTA and M _____, who exhibited to me their Community Tax Certificates No. _____ and at _____ on _____, 2002 and on _____, 2002, respectively; and who are known to me to be the same persons who executed the foregoing instrument and who acknowledge to me that the same is their free acts and voluntary deeds.

This instrument consists of six (6) pages including this page on which this ratification is written, signed by the parties concerned and their witnesses at the left margin of pages 1,2,and 3 on the face of 4 hereof which pertains to a Contract of lease of Market Stall.

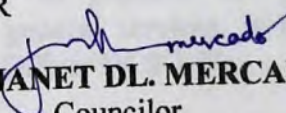
IN WITNESS WHEREOF, I have hereunto set my signature and affix my notarial seal on the date and place above given.

DOC. NO. _____ Notary Public
 PAGE NO. _____ Until Dec. 31, 200_
 BOOK NO. _____ PTR # _____
 SERIES OF 200_

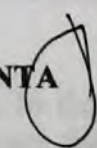
 I HEREBY CERTIFY to the correctness of foregoing Ordinance which was duly enacted /adopted by the Sangguniang Bayan of Taytay during its 56th Regular Session held on the 16th day of September 2002.


NOLI G. DEL ROSARIO
 SB Secretary

ATTESTED AND CERTIFIED TO BE DULY
 ENACTED BY HER HONOR


HON. JANET DL. MERCADO
 Councilor
 Temporary Presiding Officer

APPROVED BY HIS HONOR
 THE MUNICIPAL MAYOR


HON. JUNE V. ZAPANTA
 Municipal Mayor