



SANGGUNIANG BAYAN OF ALEGRIA

HON. DOMINADOR G. ESMA, JR.

Municipal Vice Mayor
Presiding Officer

HON. REUEL O. JALASAN

SB Member

Chairperson, Committee on Public Works,
Infrastructure, Housing and Land Use
Chairperson, Committee on Peace and
Order and Public Safety and
Transportation

HON. NIMFA N. SAGARAL

SB Member

Chairperson, Committee on Women,
Family, Social Welfare, Gender and
Development, Senior Citizens and PWD
Chairperson, Committee on Disaster Risk
Reduction Management.

HON. ERLINDA B. SILVOSA

SB Member

Chairperson, Committee on Education,
Culture, IP & Arts, Moral, Spiritual and
Value Formation

HON. EMALYN S. MICOMPAL

SB Member

Chairperson, Committee on Health and
Sanitation

HON. ARNOLD L. DAGCUTA

SB Member

Chairperson, Committee on Rules, Justice
and Human Rights, Civil Service,
Ordinances, Good Governance and Legal
Matters

Chairperson, Committee on Ways and
Means, Budget, Finance and
Appropriations

HON. RYAN T. ABARICO

SB Member

Chairperson, Committee on Environment
and Natural Resources
Chairperson, Committee on
Communication and Tourism

HON. REYNALDO B. RANAY

SB Member

Chairperson, Committee on Agriculture
and Food Security and Agrarian Reforms

HON. ELDY S. GABELIGNO

SB Member

Chairperson, Committee on Economics,
Trades, Industry and Cooperatives, Labor
and Employment

HON. ALMASUR G. OPALIA

Liga ng mga Brgy. President

Chairperson, Committee on Barangay
Affairs

Chairperson, Committee on Anti-Drugs
and Narcotics

HON. REIL JOHN A. ESMA

SK Fed. President

Chairperson, Committee on Youth Welfare
and Sports Development

Republic of the Philippines
Caraga Region XIII
Province of Surigao del Norte
Municipality of Alegria

SANGGUNIANG BAYAN OF ALEGRIA

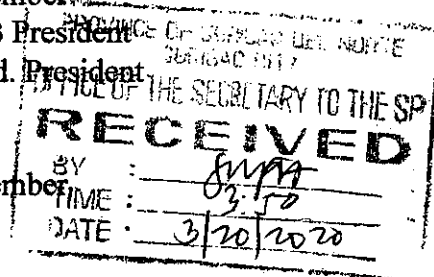
**EXCERPTS FROM THE MINUTES OF THE REGULAR SESSION
OF THE SANGGUNIANG BAYAN OF ALEGRIA, SURIGAO DEL
NORTE, HELD AT THE SANGGUNIANG BAYAN SESSION HALL
ON MARCH 2, 2020.**

PRESENT:

Hon. Dominador G. Esma, Jr.	-	Mun. Vice Mayor, Presiding Officer
Hon. Reuel O. Jalasan	-	SB Member
Hon. Nimfa N. Sagaral	-	SB Member
Hon. Erlinda B. Silvosa	-	SB Member
Hon. Emalyn S. Micompal	-	SB Member
Hon. Arnold L. Dagcuta	-	SB Member
Hon. Reynaldo B. Ranay	-	SB Member
Hon. Eldy S. Gabeligno	-	SB Member
Hon. Almasur G. Opalia	-	LNMB President
Hon. Reil John A. Esma	-	SK Fed. President

ABSENT:

Hon. Ryan T. Abarico - SB Member



MUNICIPAL ORDINANCE NO. 05, series of 2020

**AN ORDINANCE ENACTING MARKET CODE OF THE
MUNICIPALITY OF ALEGRIA, SURIGAO DEL NORTE**

Introduced by Hon. Arnold L. Dagcuta

Be it ordained by the Sangguniang Bayan in session assembled, that:

CHAPTER I – PRELIMINARY PROVISIONS

SECTION 1. NAME OF THE CODE. This ordinance shall be known as the Municipal Market Code of the Municipality of Alegria, Surigao del Norte.

SECTION 2. DECLARATION OF POLICY AND OBJECTIVES. It is hereby declared as the policy of the Municipality of Alegria that it shall provide within its territorial jurisdiction varied business opportunities to all kinds and classes of legitimate businessmen to spur the economy of the Municipality and promote or enhance the economic well-being of its people.

SECTION 3. SCOPE AND COVERAGE. The provision of this Code shall govern the establishment, classification, administration and operation of the public markets in Alegria, and the imposition and collection of market rental fees for occupancy or use thereof.

SECTION 4. AUTHORITY TO ESTABLISH PUBLIC MARKET. The Municipality of Alegria shall have the authority to establish, maintain and operate public markets within its territorial jurisdiction upon approval

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SECTION 5. DEFINITION OF TERMS. The following definition of term shall be applicable in the interpretation of the provisions of this Code.

For the purpose of this, the following terms shall be understood in the sense indicated hereunder:

1. **Agricultural or Marine Products** – include the yield of the soil, such as corn, rice, wheat, rye, hay, coconut, sugarcane, tobacco, root crops, vegetables, fruits, flowers, and their by-products; ordinary salt; all kinds of fish; poultry; and livestock and animal products, whether in their original form or not. The phrase "whether in their original form or not" refers to the transformation of said products by the farmer, fisherman, producer or owner through the application of processes to preserve or otherwise to prepare said products for the market such as freezing, drying, salting, smoking, or stripping for purposes of preserving or otherwise preparing said products for the market; to be considered an agricultural product whether in its original form or not, its transformation must have been undertaken by the farmer, fisherman, producer or owner. Page | 2

Agricultural products as defined include those that undergo not only simple but even sophisticated processes employing advanced technological means in packaging like dressed chicken or ground coffee in plastic bags or styropor or other packaging materials intended to process and prepare the products for the market.

The term by-products shall mean those materials which in cultivation or processing of an article remain over, and which are still of value and marketable, like copra cake from copra or molasses from sugar cane;

2. **Ambulant/Transient Vendor** – are those vendors who are not renting or occupying a definite or permanent stall or place in the public market and who sell their merchandise by staying in any place or by moving from one place to place within the market premises;
3. **Break-even Point** – it is a condition in a market operation wherein all receipts derived from market revenues will be equal to the total overhead expenses required and necessary in the conduct of the business operations wherein such profits are realized.
4. **Carenderia** - refers to any public eating place where food already cooked is served at a price;
5. **Charges** - refer to pecuniary liability, as rents or fees against persons or property;
6. **Carrier (Cargador)** - any person who carries goods and merchandise from one place to another for a fee.
7. **Dealer** - means one whose business is to buy and sell merchandise, goods and chattels as a merchant. He stands immediately between the producer or manufacturer and the consumer and depends for his profit not upon the labor he bestows upon his commodities but upon the skill and foresight with which he watches the market.
8. **Dry Goods Section** – refers to the area where only all kinds of textiles, readymade dresses and apparels, native products, toiletries, novelties, footwear, laces, kitchenware's, utensils and other household articles, handbags, and school and office supplies shall be sold.
9. **Eatery Section** – refers to the area where only all kinds of cooked/prepared food shall be sold. This includes refreshment parlors, cafeterias, and other selling delicacies.
10. **Lease** – A written agreement through which the Municipality conveys possession and occupancy, for a specified period and for a specified rent of any portions of market buildings or spaces to its favor by the Municipality of Alegria.
11. **Lessee** – is a natural or juridical person, having his/her possession, a duly executed contract for a specified rental, granted in his/her favor by the Municipality of Alegria.
12. **Lessor** – the Municipality of Alegria or any other authorized juridical or natural or entity who transfers, conveys, and assigns the possessions and occupancy of real property to any person thereof, for a specified rental, by an agreement or contract of lease duly executed in writing.

13. Market – refers to any place, building or structure of any kind recognized as such under existing laws or ordinances and those to be established upon recommendation of the local government. It embraces all market stalls, tiendas, buildings, roads, subways, waterways, drainage and other connections, parking spaces and other appurtenances thereto.

14. MARKET SECTION – refers to the classification of a group of continuous stalls in markets according to the kind of merchandise offered for sale therein, to wit:

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1. **Fish Section**– refers to the area where only fresh fish, clams, oysters, crabs, lobsters, shrimps, seaweeds and other seafoods and marine products shall be sold.
2. **Meat, Pork and dressed Chicken Section** – refers to the area where only all kinds of meat and other meat products shall be sold provided, that meat, pork and dressed chicken shall be separately displayed and properly labeled.
3. **Vegetable Section** – refers to the area where only all kinds of vegetables, fruits, coconuts and root crops such as camote, cassava, gabi, and the like shall be sold.
4. **Dry Goods Section** – refers to the area where only all kinds of textiles, readymade dresses and apparels, native products, toiletries, novelties, footwear, laces, kitchenware's, utensils and other household articles, handbags, and school and office supplies shall be sold.
5. **Miscellaneous Section** – refers to the area where any other business not classified herein above shall be allowed.

a. **BOOTH** – refers to an enclosure built or erected on market space for the purpose of sale of goods/commodities/services.

b. **MARKET STALL** – refers to any allotted stand, space, compartment store or any place wherein merchandise is sold, offered for sale, intended for such purposes in the public market.

c. **STALL HOLDER** – refers to the awardees of a definite space within a public market who pays rentals thereon for the purpose of selling his/her goods/commodities or services.

d. **MARKET PREMISES** – refers to any open space in the market compound or part of the market lot consisting of bare grounds not covered by market days.

e. **MARKET RENTAL FEE** – refers to the fee paid to and collected by the Municipal Treasurer concerned for the privilege of using public market facilities.

g. **MARKET COMMITTEE** – refers to the body whose duty is to conduct the drawing of lots and opening of bids in connection with the adjudication of vacant or newly-constructed stalls or booth in the Alegria Public Market/s and to certify to the Mayor, as the case may be, the results thereof.

h. **UNDERWEIGHING** - refers to any act whereby a trader tampers with his weighing scale, used in the business, in weighing goods, merchandise or any item being traded in such a manner as to defraud innocent purchases.

i. **TRADER** – refers to any person, whether duly licensed or not, engaged in the business of selling foodstuffs, goods or any item, being sold for a price based proportionally to its weight. The term shall include sidewalk and talipapa/market vendors, sari-sari stores, grocery stores, grains distributors and other similar merchants.

j. **MARKET VENDOR** – refers to any person, engaged in business at any public or private market in the Municipality of Alegria

k. **BUTCHER** – refers to any person, engaged in slaughtering pigs, cow, poultry and other livestock.

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- l. **ALEGRIA PUBLIC MARKET ZONE** - refers to all streets and thorough- fares within the vicinity of the Alegria Public Market where vegetables, meats, fruits, goods, merchandise, and other wares are unloaded for the purpose of being sold, stored or otherwise kept for the time being and covers the streets.
- m. **FURNITURE** - refers to any movable article which includes among others, tables, chairs, and benches, for use in the public market.
- n. **ROOM** – as defined here is a glass door enclosed area in the public market cum commercial center;
- o. **TABLES AND DISPLAY COUNTERS** - shall refer to all tables, cabinets or racks used for display of markets goods, such as meat, fish, fruits, vegetables and food.
- 15. Regular Stall Lessees** – are natural or juridical persons, associations, cooperatives in whose favor a duly executed contract of lease is given by the Municipality of Alegria over the stall or stalls situated inside any public market building.
- 16. Retails** – means a sale where the purchaser buys the commodity for his own consumption, irrespective of quantity of the commodity bought.
- 17. Stalls- Sales Area Stratification** – classification of stalls according to sales potential as determined by their floor level and strategic location in the market.
- 18. Tax** – means an assessment or imposition, usually monetary in form, levied by the law-making body on persons and property subject to its jurisdiction for the purpose of supporting government expenditure.
- 19. Wholesale** – means a sale where the purchaser buys the commodity for resale, regardless of the quantity of the goods bought.
- 20. Auction** – means a public sale of commodities through open public bidding which will be undertaken by the auctioneer, who will mediate between the supplier and bidders (potential buyers).

CHAPTER II

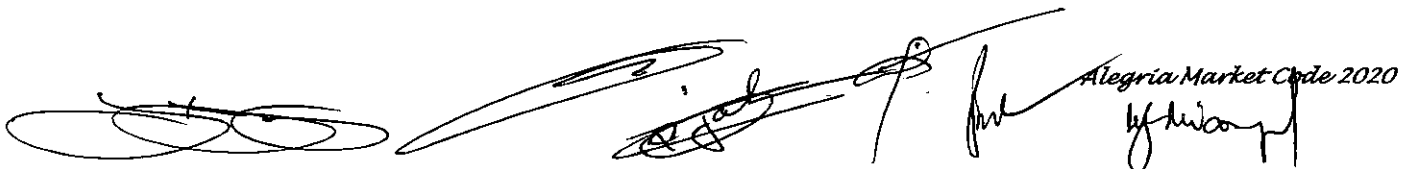
SUPERVISION AND CONTROL

SECTION 6. MUNICIPAL MAYOR - The Municipal Mayor shall exercise direct and immediate supervision, administration and control over the public market and the personnel thereof, including those duties concerning the maintenance, upkeep, peace and order of the market premises in accordance with laws, local ordinances and other rules and/ or regulations pertinent thereto.

SECTION 7. MUNICIPAL MARKET ADMINISTRATOR (Designated) – There shall be a Market Administrator who shall be under the direct supervision, and control of the Mayor. The said market administrator shall exercise the following powers, namely; Monitor and enforce all laws and regulations dealing with the Alegria Public Market, administer the lease of all commercial stalls and preparation of such documents; recommend to the Mayor such matters as may be necessary for the development of the Alegria Public Market; and exercise full control of the administrative direction of all personnel directly involved in the collection function under such market and other rules and regulations governing the operation of the public markets.

SECTION 8. DUTIES AND RESPONSIBILITIES OF MARKET ADMINISTRATOR

1. To implement and execute the plans and policies of the Mayor in the operation of all government owned/operated public markets within his/her territorial jurisdiction which normally includes sanitation, cleanliness, security, order and deportment inside the market premises.
2. Secure periodic collection reports from the Municipal Treasurer to include comparative Statements of Collection of market revenues and statistical data on prevailing prices of goods in the public market for other agencies.

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3. Supervise, evaluate, and administer market property including acquisition, utilization, maintenance, losses and disposal thereof.
4. Perform such functions and duties that may be assigned by the Administrator/Mayor.
5. To exercise administrative authority over the Alegria Public Market Zone.
6. To monitor, oversee and implement policies on health, sanitation, avoidance of fraudulent commercial practices such as short selling, tampering of weighing scale and all matters that may affect welfare of the public.
7. Perform such other functions as may be required by the law or ordinances.

SECTION 9. MARKET INSPECTORS:

- 1) Cash Ticket Inspectors – to inspect cash tickets issued to ambulant and transient vendors;
- 2) Sanitary Inspectors – to inspect the sanitary conditions and upkeep of the market to determine generally.
- 3) MENRO Officer – to inspect the observance of the ESWM Ordinance.

SECTION 10. OTHER MARKET PERSONNEL - Other market personnel as may be deemed necessary shall be appointed in accordance with the existing civil service rules and regulations.

SECTION 11. COLLECTION - Collection in the public markets of stall rental, fees from transient vendors, fees from delivery trucks and other conveyances, Mayor's Permit Fees and License and other fees due to the government shall be the responsibility of the Municipal Treasurer. To ensure that such responsibility is properly and effectively discharged all market collectors including other personnel involved in collection function shall directly be under the control and supervision of the Municipal Treasurer.

CHAPTER IV


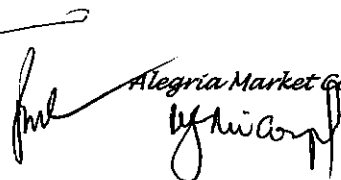

ADJUDICATION OF STALLS, ROOMS, BOOTHS AND SPACES OF THE PUBLIC MARKET

SECTION 12. THE MARKET COMMITTEE AND ITS FUNCTIONS – There is hereby created a permanent Market Committee to be composed of the following:

- | | | |
|----------|---|---|
| Chairman | - | Municipal Mayor |
| Members | - | <ol style="list-style-type: none"> 1. SB Member Committee on Ways and Means 2. Treasurer 3. Market Administrator 4. President of the Market Vendors Association 5. President of the Alegria Business Club 6. MENRO 7. MHO 8. BPLO |

The Committee shall have the following duties:

1. Adjudicate the cancellation of the Lease of Contract for violations as stated in the Contract and this Code
2. Adjudicate the transfer of stallholders from section to another, or from one stall to another, and;

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3. Recommend to the Mayor such measures or actions as may be necessary in the resolution of problems in connection with the occupancy of stalls, booth or spaces in the public market.

SECTION 13. AWARD BY GOODWILL MONEY. There shall be an optional "Goodwill" money of Thirty Thousand Pesos (Php30,000.00) subject to the rental agreement provided in this Code or as opted by the lessee in all stalls, rooms, booths and space occupancy.

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The awarding of the stalls, rooms, booths and spaces of the public market shall be determined by the Market Committee corresponding to the approved application which is "first-come; first-serve basis and after notice/s have been served. However, no awardee can have more than two (2) units of market stalls, booth, room or space.

SECTION 14. RULES IN AWARDING STALLS – Applicants shall be categorized or grouped in the following sections:

A. DRY SECTION

1. Groceries
2. Food and Pastries
3. RTWs and Textile
4. General Merchandise
5. Footwear and Leather Goods
6. Rice, Grains, Cereals and Poultry Supply
7. Boutique, Jewelry, Novelties, Gift Shops
8. School and Office Supplies
9. Other Services

B. WET SECTION

1. Food Stalls
2. Meat and Poultry
3. Fish and Other Marine Products
4. Fruits and Vegetables
5. Miscellaneous Items

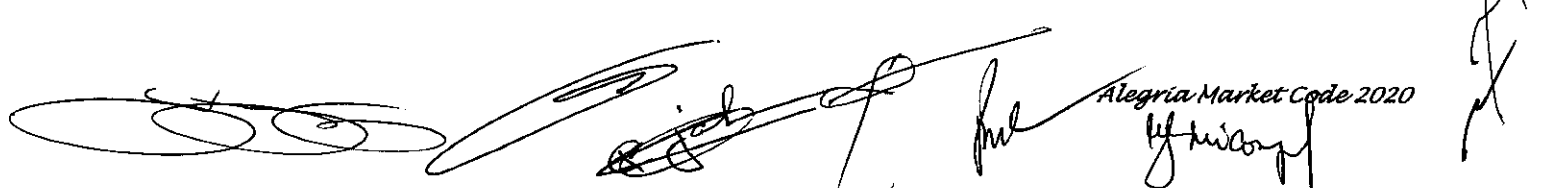
SECTION 15. CERTIFICATE OF AWARDS/OCCUPANCY – Certificate of awards/occupancy shall be issued to the awardee. This certificate shall authorize the awardee to formally install lighting fixtures, and post signboards. Before issuance of the certificate of awards/occupancy, awardees shall be made to sign the Contract of Lease.

SECTION 16. FORFEITURE OF AWARD – Failure to occupy after certificate of awards/occupancy has been issued within sixty (60) days shall mean forfeiture of the award and the payment tendered by this Contract of Lease is unbound.

SECTION 17. DUE DAY OF RENTAL – Rental fees shall be due and demandable on the twentieth (20th) day of the current month.

SECTION 18. ADJUDICATION OF VACANT STALLS TO APPLICANTS. – Vacant stalls shall be leased to the applicant in the following manner:

- a. Notice of Vacancy of the stalls or booths shall be posted for a period of not less than ten (10) days prior to the date of actual award to qualified applicant to apprise the public of the fact that such stalls or booth are vacant and available for lease.
- b. Such notice shall be posted (1) in the bulletin board of the municipal hall; (2) in the vacant stall, as well as (3) in a conspicuous place in the market concerned.



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THIS NOTICE SHALL BE READ AS FOLLOWS:

NOTICE

Notice is hereby given that Stall/booth No. _____, Building/Pavilion No. _____ of the Alegria Public Market is VACANT or will be vacant on _____. Any person 21 years of age and is not legally incapacitated, desiring to lease this stall/booth, shall file an application therefore on the prescribed form (copies may be obtained from the Office of the Mayor) during hours and before 12:00 noon of the _____. In case there are more than one (1) applicant, the award of the lease of the vacant stall shall be determined thru drawing of lots to be conducted on _____ at 12:00 o'clock noon at the Office of the Mayor to be conducted by the Market Committee. This stall/booth is in the _____ Section and intended for the sale of _____. _____ to the Office Mayor. It shall be the duty of all applicants for vacant stall/booth applied for by them, and the date and hour of the receipt by the officer of such application. It shall also be the duty of such officer to acknowledge receipt of the application, setting forth therein the time and date of receipt thereof.

APPLICATION TO LEASE MARKET STALL/BOOTH

The Hon. Mayor
Alegria, Surigao del Norte

Sir:

I hereby apply under the following contract for the lease of market stall/booth No. _____ of the market. I am _____ years of age, _____ citizen, residing at _____.

Should the above-mentioned stall/booth 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/booth, I shall at all times have my picture and that of my helper/s conveniently framed and displayed conspicuously in the stall.
2. I shall keep the stall/booth at all times in good, clean, sanitary condition and comply strictly with all sanitary and market rules and regulations now existing or which may hereafter be promulgated.
3. I shall pay the corresponding rent for the stall/booth in the manner prescribed by existing ordinances.
4. In case I engaged helpers, I shall nevertheless personally conduct my business and be present at the stall/booth. I shall promptly notify the market authorities of my absence, giving my reason for such.
5. I shall not sell or transfer my privilege to the stall/booth or otherwise permit another person to conduct business therein.
6. Any violation on my part or on the part of my helpers of the foregoing conditions shall be sufficient cause for market authorities to cancel this contract.

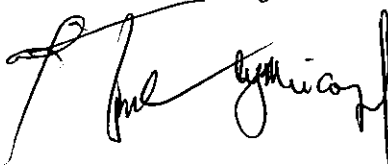
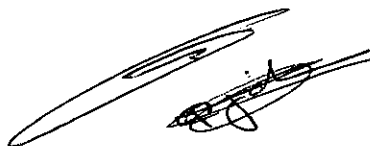
Very respectfully,

Applicant

SUBSCRIBED AND SWORN TO before me this _____ day of _____ at Alegria, Surigao del Norte Philippines, applicant exhibiting to me his/her Res. Cert. No. _____ issued at Alegria, Surigao del Norte on _____.

Officer Authorized to Administer Oath

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CONTRACT OF LEASE

KNOW ALL MEN BY THESE PRESENTS:

This Contract of Lease is made and executed by and between:

The **LOCAL GOVERNMENT OF ALEGRIA**, a public corporation existing under and by virtue of the laws of the Philippines, represented herein by its Local Chief Executive, _____, hereinafter called as LESSOR; Page | 8

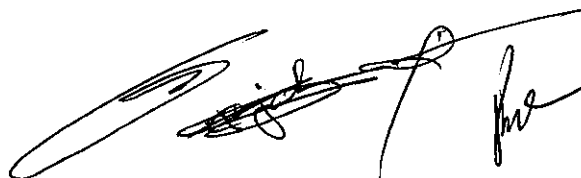
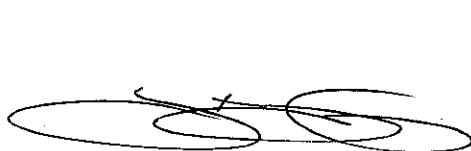
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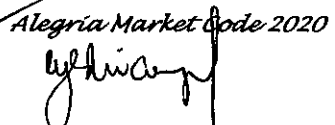
_____, of legal age, single/married to _____,
Filipino and a resident of _____, Philippines hereinafter called the LESSEE;

WITNESSETH

That the LESSOR is the proprietor/owner and administrator of the Stall No. ____ at the Public Market cum Commercial Center located at Barangay Julio Ouano, Alegria, Surigao del Norte;

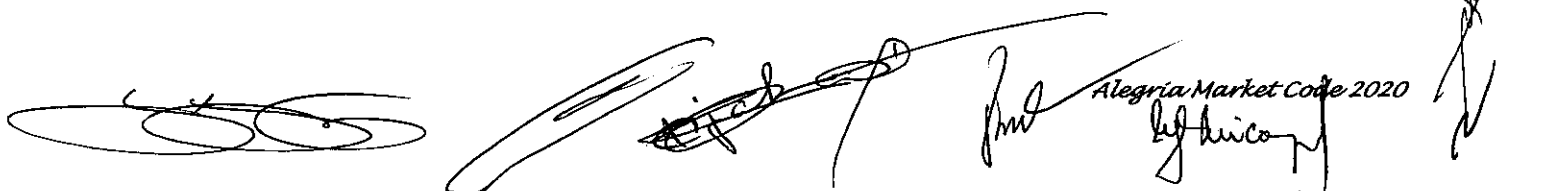
1. The Term of LEASE OF CONTRACT shall be for a period of three (3) years from the date of execution hereof, unless sooner cancelled or revoked for cause; provided that upon expiration of the same, it may be renewed upon agreement of the LESSOR and the LESSEE on negotiated terms and conditions;
2. That the LESSEE shall follow and observe all laws, ordinances, rules and regulations, both national and local with respect to fire safety, morals, health and environmental sanitation;
3. That the LESSEE shall secure a business permit or license in the manner prescribed by the existing ordinances and shall be at all times have his/her license with picture framed and hung conspicuously in his/her stall;
4. That the LESSEE shall be allowed to take possession over his/her awarded stall only upon compliance with all prescribed requirements, fees and charges;
5. That the LESSEE agrees to pay a monthly rental fee depending on the area and rates as determined in this Code as applicable and the daily collection of certain _____; . A one-month rental fee delinquent shall be a sufficient ground for the revocation of this LEASE CONTRACT and for the ejectment of the LESSEE from his stalls/booth or rooms in accordance with the law on due process.
6. That the LESSEE shall be responsible for the maintenance of the stall, room, booth _____ facilities and/or amenities inside the room, stall, or booth where each holder shall assign one worker for the said responsibility. While the responsibility of the LESSOR lies on the maintenance of comfort rooms, flooring, outside building alleys and landscaping;
7. That all facilities, utilities, services and fees for water, light, telephone and the like within their respective occupied room, stall, booth shall be paid by the LESSEE. The responsibility of the LESSOR is to pay the water and electric consumption from comfort rooms, common area and outside the building;
8. That the LESSEE shall not use his/her stall, booth, or room for storage purposes;



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9. The business to be conducted in the room, stall or booth shall belong exclusively to the lessee and that in case of death or incapacity to engage business therein, the immediate member of the lessee's family specifically the lessee's spouse or any of his/her children of legal age shall have the right to occupy the same in which case a contract to such effect shall be executed;
10. That at any given time, should the room, stall or booth be used for purpose other than which is intended to, or remained closed or idle for thirty (30) consecutive days, the same shall be declared abandoned and the lease shall be considered automatically revoked; Page | 9
11. That the LESSEE shall not use the privilege to the room, stall or booth whether directly or indirectly as his/her collateral or security for any loan agreement with any public or private entity;
12. That the LESSEE is prohibited from sub-leasing, mortgaging or selling his/her rights over the area subject to this contract. Violation of this condition shall be a sufficient ground for the revocation and/or cancellation of this LEASE CONTRACT.
13. That the LESSEE shall allow the LESSOR or its duly authorized representative to enter and inspect the condition of the premise during reasonable office hours;
14. That the LESSEE shall repair any portion of the room, stall or booth destroyed through his/her own or his/her helper's fault or negligence or pay corresponding damages as determined by the Municipal Engineer or his representative; In case of termination/revocation/cancellation of the Lease Contract the two (2) months equivalent rentals which serve as deposit shall not be released unless all the necessary repairs to any portion of the stall, room or booth were made by the LESSEE
15. That all improvement introduced by the LESSEE, be it permanent or temporary shall be with written consent of the LESSOR. However, all improvements made shall be forfeited in favor of the LESSOR.
16. That the LESSOR is not responsible for any loss or damage from the stall caused by fire theft, robbery, "force majeure" or any other unavoidable cause. All articles or merchandise left during closure time shall be at the risk of the stall holder or owner thereof. The LESSEE is encouraged to join resources to hire security guard for this purpose;
17. That the LESSEE shall pay for and defray at his own expense, the installation of water, electric meters shall be under the direct supervision of the Market Administrator;
18. That the LESSEE shall bear the cost of all repairs while the LESSOR will provide the necessary supervision and manpower to conduct said repairs;
19. That after the expiration of the LEASE OF CONTRACT or a voluntary termination thereof, the LESSEE can remove all improvements introduced within ten (10) days without causing any damage to the original physical structure of the fixed stall, room or booth;
20. That this contract supersedes and renders void any or all agreement and undertakings, oral or written, previously entered between parties covering all the property herein leased and the LEASE CONTRACT shall not hereafter be modified or altered except by an instrument in writing duly signed by the parties hereto.



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IN WITNESS WHEREOF, the parties hereto, have signed this ____ of ____ at Alegria, Surigao del Norte, Philippines.

Municipal Mayor/LESSOR

LESSEE

SIGNED IN THE PRESENCE OF :

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Municipal Treasurer

Market Administrator

ACKNOWLEDGMENT

Republic of the Philippines)
Province of Surigao del Norte)
Municipality of Alegria)

Before, me a NOTARY PUBLIC for and in the above jurisdiction, this ____ day of _____, 20____, personally appeared the following persons:

	NAME	IDENTIFICATION	DATE & PLACE ISSUED
1.	LESSOR		
2.	LESSEE		


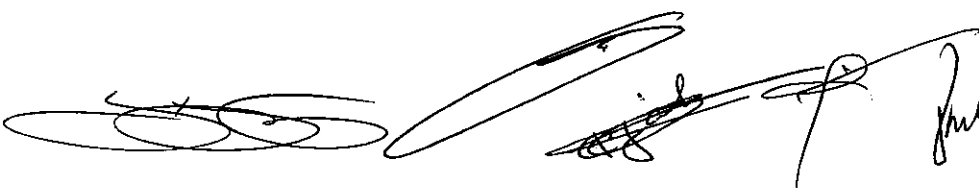
KNOWN to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their own free will and voluntary act and deed.

This instrument refers to a LEASE CONTRACT and consist of ____ pages including this page on which this acknowledgment is written and signed by the parties and their instrumental witnesses one each and every page thereof.


WITNESS my hand and seal on the date and at the place above written.

NOTARY PUBLIC

Doc. No. _____
Page No. _____
Book No. _____
Series of _____



Alegria Market Code 2020



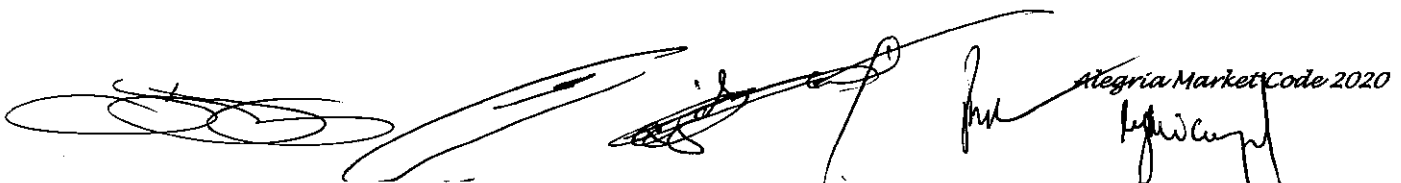
CHAPTER V
WEIGHT AND MEASURES, RATES OF RENTALS

SECTION 19. There shall be a Weight and Measures Fees herein below mentioned, as follows:

	<u>Amount of Fee</u>
(a) For sealing linear metric measures:	
Not over one (1) meter	<u>20.00</u>
Measure over one (1) meter	<u>30.00</u>
(b) For sealing metric measures of capacity:	
Not over ten (10) liters	<u>100.00</u>
Over ten (10) liters	<u>200.00</u>
(c) For sealing metric instruments of weights:	
With capacity of not more than 30 kg.	<u>50.00</u>
With capacity of more than 30 kg. But not more than 300 kg.	<u>100.00</u>
With capacity of more than 300 kg. but not more than 3,000 kg.	<u>200.00</u>
With capacity of more than 3,000 kg.	<u>300.00</u>
(d) For sealing apothecary balances of precision	200.00
(e) For sealing scale or balance with complete set of weights:	
For each scale or balance or other Balances with complete set of weights for use therewith	<u>30.00</u>
For each extra weight	<u>50.00</u>

SECTION 20. WEIGHTS AND MEASURES.

- a. The use of under weighed scales or placing of any metal, gadget or concealed material/s in a weighing scale, in such a manner as to reflect a greater other than the true weight of any goods or merchandise, is prohibited.
- b. All weights, measures and similar devices used by any person engaged in trade and commerce, involving goods and other commodities the value of which is determined by weight or measure shall be registered with the Municipal Treasurer, prior to the use of such devices.
- c. There shall be "*Timbangan ng Bayan*" or public weighing scale provided by the LGU with appropriate calibration by the DTI.

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CHAPTER VI

RATES FOR RENTALS, MARKET ENTRANCE FEES

SECTION 21. RENTALS OF MARKET STALLS, ROOMS AND BOOTHS. The rates of rentals for market stalls, booth and rooms are determined hereunder:

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A. BASIC RATE FORMULA

Php7.00 per square meter per day

B. ON MONTHLY BASIS OPTION

1. Goodwill payment of Php30,000.00 for occupancy of maximum of 30.00 sq.m. upon signing of the Lease Contract with 30% discount of the basic rate. However, Goodwill payment is not refundable and non-transferable. If the stall, room or booth holder whose Lease Contract has been terminated voluntarily or due to violations no refund of the "goodwill" payment shall be made. Further, if the stall, room or booth holder decided to transfer to another space other than what has been previously awarded to him, his goodwill money shall be forfeited in favor to the LGU of Alegria and he/she shall be required to pay goodwill money for the new space in order to avail the discount of the basic rental rate.
2. Two months equivalent of rentals as deposit and pay the basic rate following the basic rate formula.

SECTION 22. MARKET ENTRANCE FEE. Imposition of Fee. Aside from the regular fees based on the space occupied, a market entrance fee for all kinds of commodities in the public market premises by the transient vendors is hereby imposed as indicated hereunder in each case.

A. CONDIMENTS:

1. Per Bushel-Basket (Bukag), Bell pepper (Atsal), Chili Pepper, Cayenne	-	1.50
2. Per sack ginger	-	1.50
3. Per Bushel-Basket/Bundle/Sack (Bukag), Native Onion, Dahon Sibuyas Dahon	-	7.00
4. Per Kilo Garlic, Bulb Onion	-	1.50
5. Per Bundle of 20 Kilograms Paminta Leaves & Seeds)	-	7.00
6. Per Bundle of 20 kgs., other condiments not herein mentioned	-	6.00

B. ROOT CROPS

1. Per sack cassava, singkamas, sweet potato (raw)	-	3.00
2. Per sack, Taro (gabi) Yam (ubi), karlang	-	3.00
3. Per sack, other root crops not herein mentioned	-	3.00

C. VEGETABLES:

1. Per bushel-Basket, ampalaya (Bitter Gourd)	-	1.50
2. Per bushel-basket, bamboo shoot	-	1.00
3. Per bushel-basket, Beans, (Sitaw, Patani, Baguio Beans), Kentucky)	-	1.50

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4. Per sack Banana Heart (Puso ng Saging)	-	1.00
5. Per bushel-basket, Peas (Karabansos, Chicharo)	-	1.50
6. Per bushel-basket, Dried Beans, (Mongo, White or red beans, Soya, etc.	-	2.00
7. Per sack or bushel Cabbage	-	2.00
8. Per bushel-basket, eggplant	-	1.50
9. Per bushel-basket, Upo (bottle gourd)	-	1.50
10. Per bushel-basket, loofah (patola)	-	1.50
11. Per bushel-basket, pechay, Mustard or any specie	-	1.50
12. Per bushel-basket, Sayote (mirliton squash), Chayote	-	1.50
13. Per sack raddish	-	1.50
14. Per Basket (market Basket) cultured mushroom	-	1.00
15. Per bushel or sack raw jackfruit	-	3.00
1. Per bushel-basket, of vegetable not herein mentioned	-	1.50

D. FRUITS

1. Per Box, apple, grapes, oranges & other imported fruits	-	6.00
2. Per Box, avocado	-	6.00
3. Per Box, Bunch (Bulig) banana or similar packaging,	-	3.00
4. Per sack, calamansi	-	6.00
5. Per piece, jackfruit, ripe	-	6.00
6. Per Box, Lanzones	-	6.00
7. Per bushel-basket mango (ripe or green)	-	6.00
8. Per box papaya	-	6.00
9. Per box rambutan	-	6.00
10. Per bushel-basket durian	-	12.00
11. Per bushel-basket Star Apple (Caimito)	-	6.00
12. Per sack watermelon	-	6.00
13. Per sack, bushel santol	-	3.00
14. Per bushel-basket Pomelo	-	6.00
15. Per sack, bushel-basket of fruits not herein mentioned	-	6.00

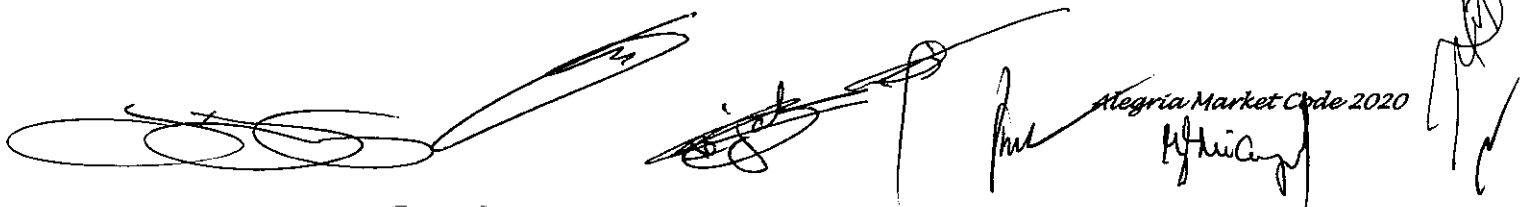
E. ANIMAL/FOWLS

1. Per tray, chicken egg (of any kind)	-	1.50
2. Per tray, processed egg	-	1.50
3. Per head, weaned (piglets)	-	6.00
4. Per head game animals (fighting cocks)	-	12.00
5. Per Head, livestock (live or slaughtered bovine)	-	12.00
6. Per head, Livestock (caprine)	-	6.00
7. Per head, livestock (live or slaughtered hogs)	-	12.00
8. Per bag, dressed chicken	-	25.00

F. MARINE AQUATIC PRODUCTS/FOODS

1. Per box, dried fish (buwad)	-	6.00
2. Per box, basket, fresh/iced/crustacean, crabs & shrimps	-	6.00
3. Per kilo, fresh, iced fish (freshwater or marine)	-	3.00
4. Per kilo, fresh/iced mollusks (nokos, barawan, etc.)	-	3.00
5. Per can/container salted fish (ginamos)	-	3.00
6. Per kilo smoked fish (tinap-an) Per kilo smoked fish (tinap-an)	-	3.00
7. Per kilo, marine/aquatic food products, food, n.e.c.	-	3.00

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G. NOODLES

1. Per box/container/bulk packing fresh noodles (miki)	-	1.00
2. Per box/container/bulk packing dried noodles (canton, bihon, odong)	-	1.00
3. Per box/container/bulk packing	-	1.00
4. Per box/container/bulk packing of noodles, n.c.e.	-	1.00

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F. GRAINS/FEEDS

1. Per sack, aquatic animal/bird/feeds	-	3.00
2. Per sack, livestock/poultry feeds	-	3.00
3. Per sack glutinous rice – malagkit	-	6.00
4. Per sack rice/corn bran (tahop)	-	3.00
5. Per sack, milled/corn/rice (bugas humay or mais)	-	6.00
6. Per sack of grains, feed, n,e.c.	-	6.00

G. WARES

1. Per dozen, aluminum wares (pots,jars, vases, etc)	-	6.00
2. Per dozen, brass wares ((pots,jars, vases, etc)	-	6.00
3. Per dozen, earthen ware ((pots,jars, vases, etc)	-	3.00
4. Per dozen, plastic wares ((pots,jars, vases, etc)	-	3.00
5. Per dozen, wooden wares ((pots,jars, vases, etc)	-	3.00
6. Per dozen, iron wares ((pots,jars, vases, etc)	-	3.00
7. Per dozen, house/kitchen wares ((pots,jars, vases, etc) n.e.c	-	3.00

H. WEAVE WORKS

1. Per dozen weave works made of bamboo/amakan, nigo, etc	-	6.00
2. Per dozen, weave works made of rattan, basket,bukag, etc	-	6.00
3. Per dozen, weave works, n.e.c.	-	6.00

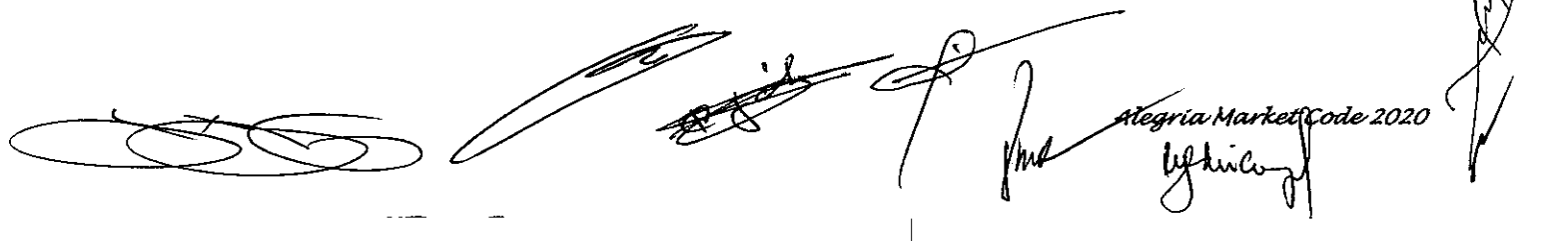
I. PER PIECE, ARTWORKS (Paintings, sculpture, glass etching, etc)	-	2.00
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J. TABLE, KITCHEN, HOME ITEM (Grocery items)

1. Per sack, sugar (refined, brown, muscovado)	-	6.00
2. Per sack, table salt	-	3.00
3. Per container (approx.. 20 liters) vinegar	-	3.00
4. Per container (approx.. 20 liters) cooking oil, toyo, patis	-	3.00
5. Per kilo, items n.e.c.	-	3.00

K. MISCELLANEOUS ITEMS

1. Per bundle, used clothing (ukay-ukay)	-	25.00
2. Per pail, bundle cut flower	-	3.00
3. Per 20-liter container native liquor (tuba, laksoy, lambanog, bahalina,etc.	-	3.00
4. Per bundle, tobacco leaves dried (tabako)	-	6.00

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L. TOILET USAGE FEE

1. Per person, peeing	-	5.00
2. Per person, excrete	-	10.00
3. Per person, shower use/bath	-	15.00

CHAPTER VII MAINTENANCE OF ALEGRIA MARKET

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SECTION 24. CLEANING OF MARKET PREMISES - The Market Cleaner shall see to it that the market is always clean and in excellent sanitary conditions, including the aisles, division, stalls, floors, walls and equipment as well as the whole tract of land belonging to the market. The cleaning of the market premises should be done before the buyers start coming into market. The market building and grounds should at all times be kept from garbage and rubbish.

SECTION 25. PUBLIC TOILET AND WASHING FACILITIES – The Public market shall be provided with a public toilet with two compartments, one for men and another for women, and shall be kept at all times in excellent and sanitary condition. Toilets as well as the necessary and adequate washing facilities must be located near the market to enable customer to clean up.

SECTION 26. GENERAL LIGHTING FACILITIES – Adequate general lighting facilities shall be provided in the markets, however, stallholders shall be providing their own light in their respective stalls at their own expenses to existing regulations.

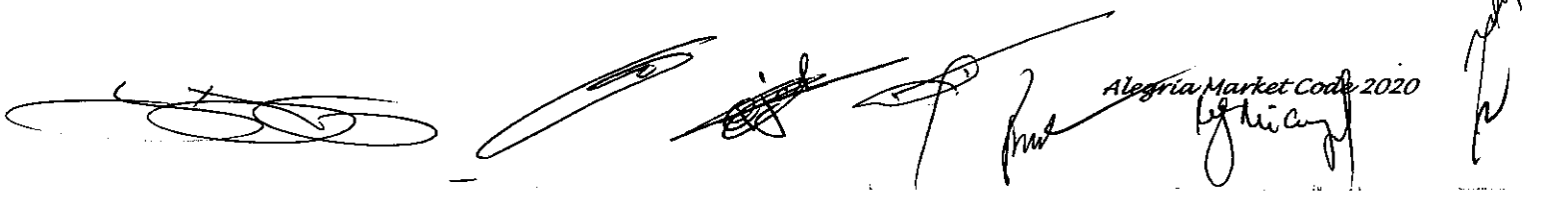
SECTION 27. GARBAGE RECEPTACLES – The Market shall be provided with receptacles of the fly and rat proof type for the collection of garbage and rubbish. These receptacles shall be placed in the most conspicuous and convenient places in the market. Individual stallholders shall provide themselves with their own receptacles in order to avoid littering in their premises. Garbage for disposal shall be kept inside the premises and shall only be brought outside sealed and tied and properly placed in sacks or bags upon collection by the waste/garbage haulers. In case garbage receptacle shall be in the form of plastic bags. No stallholder/s or other persons shall place refuse on the floor, stall/s, or any place other than the garbage receptacles.

SECTION 28. COOKED/RAW FOODS PROTECTION FROM CONTAMINATION – Cooked foods should be served hot and at all times protected against contamination by flies and other insects and dirt. Likewise, raw foods, such as beef, fish, etc. shall at all times be protected from flies and other insects.

SECTION 29. CLEANING OF STALLS/BOOTHSPACES AT THE END OF THE DAY – At the close of each day's business and before leaving, stallholders and transient vendors shall clean their stall/s, booth/s, space/s. They shall also remove all dirty materials and place rubbish and garbage in containers placed for the purpose in the market.

SECTION 30. ABANDONEMENT OF PERISHABLE GOODS – Leaving of discarded or unsold highly perishable goods, such as meat, fish and other sea foods in the stalls or in any place within the market premises shall be unlawful and person found to have abandoned such goods in or about the stalls shall be liable under the penal provisions of this Code without prejudice to the revocation of the lease of the person who is a stallholder.

SECTION 31. CANCELLATION LEASE RIGHT AND EJECTMENT – Likewise, any stallholder, his helper or his duly designated representative who habitually fails to pay the monthly fees herein prescribed or such other regulatory fees mandated by other laws or ordinances, or violates any provisions of this Code shall be sufficient cause for the revocation of his lease right and shall be ejected from the stall/booth or space so occupied.



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Further, that establishment which causes affray, brawl and disturbance of peace to the peace and order of the market area shall be a sufficient ground for the cancellation/revocation/termination of his/her Lease Contract.

SECTION 32. SECURITY OF PUBLIC MARKET- The market is provided with an enclosure that would also provide security of the installations. The Office of the Market Administrator shall design a security plan that shall be presented to the Sangguniang Bayan for appropriate legislation. Page | 16

SECTION 33. BUSINESS HOURS – The Market shall be opened at 4:00 o'clock in the morning and closes at 8:00 o'clock in the evening except those establishments which are operating as 24 hours convenient store. Furthermore, that the closing period for those establishments similar to resto bars and disco bars shall be subject to the curfew ordinance as may be approved or upon recommendation by the Alegria Municipal Police Station.

SECTION 34. PROHIBITIONS.

- a. The peddling or sale outside the public market site or premises of food stuffs, such as vegetables, meat, fish and other perishable nature which easily deteriorate is hereby prohibited. However, peddling of foodstuff but not limited to “kakanin”, “dirty ice cream” and other vegetables traditional peddle using basins and offered house-to-house are allowed. Provided however, that no sari-sari stores outside the market area within 300 meter radius shall be permitted to sale vegetables in their area.
- b. In no case shall anyone, stallholder/s or outsiders convert the stall/booth or stalls/booths or any portion of the market premises into temporary and permanent dwelling where they eat, sleep and use the public toilets/baths as their own. Any violation of this specific provision shall subject the violators thereof to penal provision.
- c. **Peddling and Hawking** – No person shall peddle, hawk, sell or offer for sale, or expose for sale any article in the passageways or aisles used by purchasers in the market. To avoid unjust competition, peddlers or hawkers shall not be permitted to offer for sale, in the market and their surroundings where goods are sold or exposed for sale in the stalls or booths of said market. Neither shall they be permitted to expose nor sale merchandise on sidewalks, courts (patios) or place designed and/or intended for passage of the public to the market. Market officials and personnel and policemen detailed in the vigilance on this manner and enjoin strict compliance with these provisions. Provided however, that these prohibitions mentioned above shall not apply during market days (Monday and Thursday), town fiesta and agricultural fair, municipal-sponsored activities.
- d. **Loafing, Loitering, Begging and the like** – No person, not having lawful business in or about the market, shall idly sit, lounge, walk or lie in or about the premises of the same, nor shall any person beg or solicit alms or contributions of any kind in the market. No person shall annoy or obstruct market employees in the discharge of their duties; nor shall any parent allow their children to play in or around the stalls/booths in the market premises.
- e. **Dispensing and Serving of Intoxicating Drinks and Smoking** – Except those stalls, rooms and booth operating as restaurants, eateries and resto bars, no person shall serve, or dispense liquor or any intoxicating drinks within the premises of the market and outside of the mentioned places. Drinking of any intoxicating drinks other than those mentioned areas and smoking within the premises of the market is strictly prohibited. Any violation hereof, shall subject the offender to the provisions of this Code or his or her lease award shall at once be revoked.

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SECTION 36. FINES/IMPRISONMENT

1. 1st Offense – reprimand
2. 2nd Offense – 1,000
3. 3rd Offense – 2,000.00 or imprisonment of not more than 6 months or both at the discretion of the court or revocation of permit

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SECTION 37. SEPARABILITY CLAUSE. If, for any reason, any part of or provision of this Code shall be held to be unconstitutional or invalid, other parts of provisions hereof which are not affected thereby shall continue to be in full force and effect.

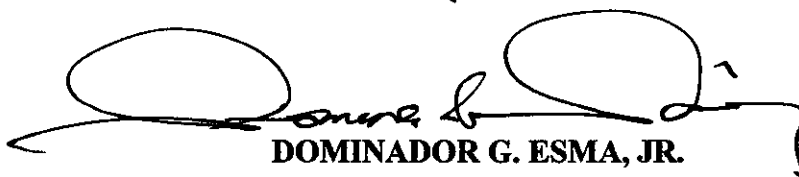
SECTION 38. REPEALING CLAUSE. All ordinances and administrative regulations, or parts thereof which are inconsistent with any provision of these ordinances are hereby repealed or modified accordingly.

SECTION 39. EFFECTIVITY. This ordinance shall take effect immediately upon its approval.

Movant: Hon. Arnold L. Dagcuta

Seconded by: Hon. Almasur G. Opalia

I HEREBY CERTIFY TO THE CORRECTNESS OF THE FOREGOING MUNICIPAL ORDINANCE.



DOMINADOR G. ESMA, JR.

Municipal Vice Mayor/Presiding Officer

CONCURRED:



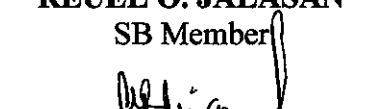
REUEL O. JALASAN
SB Member



NIMEFA N. SAGARAL
SB Member



ERLINDA B. SILVOSA
SB Member



EMALYN S. MICOMPAL
SB Member



ARNOLD L. DAGCUTA
SB Member




REYNALDO B. RANAY
SB Member



ELDY S. GABELIGNO
SB Member

ALMASUR G. OPALIA
LNMB President




REIL JOHN A. ESMA
SK Fed. President



Attested by: **MARIA ELENA J. BUCONG**
SB Secretary

APPROVED:



RENE G. ESMA
Municipal Mayor

MARCH 19, 2020

Date

Alagria Market Code 2020