

04

Item No.: 04  
Date: JUL 18 2023

Republic of the Philippines  
PROVINCE OF LEYTE  
Palo, Leyte

**PROVINCIAL LEGAL OFFICE**

SANGGUNIANG PANLALAWIGAN  
JUL 11 2023  
PROVINCE OF LEYTE

2<sup>nd</sup> INDORSEMENT  
July 7, 2023

Province of Leyte  
Legal Office  
Date: 7-12-23

Respectfully returned to the Sangguniang Panlalawigan of Leyte, through the SP Secretary, the attached Ordinance No. 2023-03, S.2023 of the Sangguniang Bayan of Santa Fe, Leyte, recommending for the declaration of its validity, pursuant to its power under Section 56 (C) of R.A. 7160, the same being to the opinion of the Provincial Legal Office, an exercise of the power authorized under section 447(3), (i),(ii) and (iii) of the Code. Provided that pursuant to Section 186 thereof, fees or charges shall not be unjust, excessive, oppressive, confiscatory, or contrary to declared national policy.

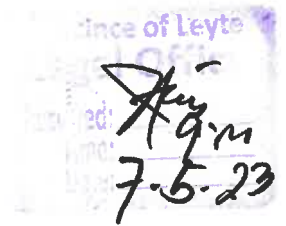
**ATTY. JOSE RAYMUND A. ACOL**  
Asst. Provincial Legal Officer

PLB  
wmd - 7/05/23


Republic of the Philippines  
PROVINCE OF LEYTE  
Tacloban City

OFFICE OF THE SANGGUNIANG PANLALAWIGAN

1<sup>ST</sup> INDORSEMENT  
04 July 2023



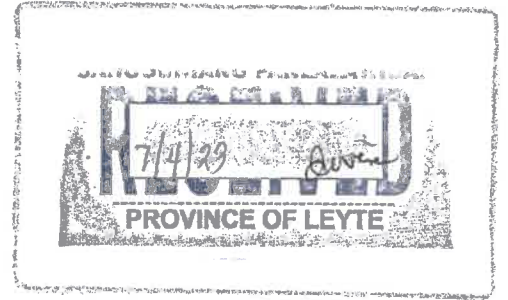
The Provincial Legal Office is respectfully requested to review and submit recommendations on the herein enclosed **MUNICIPAL ORDINANCE NO. 2023-03** of the **MUNICIPALITY** of **STA. FE, LEYTE**, entitled: AN ORDINANCE ENACTING THE MARKET AND SLAUGHTERHOUSE CODE OF THE MUNICIPALITY OF SANTA FE, LEYTE..

  
**FLORINDA JILL S. UYVICO**  
Secretary to the Sanggunian

ORIGINAL



Republic of the Philippines  
**PROVINCE OF LEYTE**  
Municipality of Santa Fe



## SANGGUNIANG BAYAN SECRETARY

### INDORSEMENT

RESPECTFULLY FORWARDED to the Sangguniang Panlalawigan of the Province of Leyte, Tacloban City, the herein attachment *Municipal Ordinance No. 2023 – 03 (Series of 2023)* of the Sangguniang Bayan, this Municipality entitled “*An Ordinance Enacting the Market and Slaughterhouse Code of the Municipality of Santa Fe, Leyte*”, duly approved by said August Body on *March 27, 2023*, hereby recommending your appropriate favourable action.

  
**JULIUS XERXES M. OBENQUE**  
Sangguniang Bayan Secretary Designate

Copy Furnished:

- *The Municipal Mayor*
- *The Municipal Treasurer*
- *The PNP Station Commander*
- *All in Sta. Fe, Leyte*



Republic of the Philippines  
**PROVINCE OF LEYTE**  
Municipality of Santa Fe

## **SANGGUNIANG BAYAN SECRETARY**

### **CERTIFICATION OF POSTING**

#### **TO WHOM IT MAY CONCERN:**

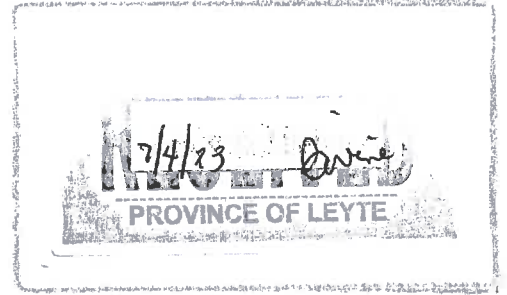
This is to certify that copies of Municipal Ordinance of the herein attached **“Municipal Ordinance No. 2023 – 03 (Series of 2023)** of the Sangguniang Bayan, this Municipality, entitled *“An Ordinance Enacting the Market and Slaughterhouse Code of the Municipality of Santa Fe, Leyte”*, duly approved and/or enacted by said August Body on *March 27, 2023*, has been posted in at least three (3) conspicuous places in the municipality. One copy was posted at the bulletin board at the lobby of the municipal hall, one at the HRMO and one at the Municipal Gymnasium.

**ISSUED** this 3<sup>rd</sup> day of **April 2023** at Santa Fe, Leyte.

  
**JULIUS XERXES M. OBENQUE**  
Sangguniang Bayan Secretary Designate



Republic of the Philippines  
**PROVINCE OF LEYTE**  
Municipality of Santa Fe



**SANGGUNIANG BAYAN**

**THE 34<sup>th</sup> REGULAR SESSION OF THE 12<sup>TH</sup> SANGGUNIANG BAYAN OF SANTA FE, LEYTE, HELD AT THE SB SESSION HALL, SANTA FE, LEYTE ON MARCH 27, 2023.**

**MUNICIPAL ORDINANCE NO. 2023-03  
SERIES OF 2023**

**AN ORDINANCE ENACTING THE MARKET AND SLAUGHTERHOUSE CODE OF THE MUNICIPALITY OF SANTA FE, LEYTE.**

**AUTHOR: HON. RODEL L. AJETO**

**CO-AUTHORS: HON. AMIEL P. ENAGE  
HON. ALVIN D. PETILLA  
HON. GENY R. ESMERO  
HON. AGNES A. CHUCA  
HON. EDGARDO R. SALCEDA  
HON. RICARDO D. FAJARDO  
HON. LARRY S. ARUTA  
HON. BELEN C. CHUCA  
HON. MAE JO A. LANTAJO**

Be it ordained by the Sangguniang Bayan of Santa Fe, Leyte

**TITLE 1. GENERAL PROVISIONS**

**Section 1. – Title.** This ordinance shall be known as **“THE MARKET AND SLAUGHTERHOUSE CODE OF THE MUNICIPALITY OF SANTA FE, LEYTE OF 2023”**.

**Section 2. Coverage.**

- a. Provisions of this code shall govern by the establishment, classification, administration & operation of Santa Fe Public Market & the imposition & collection of market rental fees for occupancy thereof.
- b. To establish a self-reliant & viable eco-enterprise, through the operation of public markets equipped with facilities for the services of the buying public.

**Section 3. Definition of Terms.** – Whenever used in this code, the following terms shall mean:

- a. Ambulant/transient or itinerant vendors – are those vendors who sell their merchandise by moving from one place to another and are not occupying a permanent stall or space in the public market.

*D. Muro*

*ASD*

*Amiel P. Enage*

*Edgardo R. Salceda*

*Amela L*

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*[Signature]*

- b. Bagsakan - refers to an open area, which served as a service landing area for goods in bulk delivered by suppliers and producers for wholesale purposes.
- c. Board – refers to the Santa Fe Market Board.
- d. Carindaria - refers to any public eating-place, where pre-cooked foods are served and sold.
- e. Cargador/carrier - refers to any persons who for a fee carries goods or merchandised from one place to another for the convenience of vendors and consumers.
- f. Charge – refers to a monetary liability imposed against property and persons in a form of rent or fee.
- g. Cereals – refers to rice, corn and other marketable and consumable grains.
- h. Cold Storage – refers to a place where perishable goods are stored and preserved.
- i. 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 consumer and depends for his profit not upon the labor he bestows upon his commodities but upon the skill and foresight with which watches the market.
- j. Dry Goods – refers to all kinds of textiles, readymade dresses and apparels, toiletries, novelties, shoe laces, kitchen ware, utensils and other household's articles, handbags and supplies of the same nature.
- k. Wet Goods Section – the section that sells perishable foods such as meat, marine products, fruits and vegetables.
- l. Extension area – refers to an area utilized by the stall/space holder for the display of their goods or service to its costumer beyond the original area covered by the lease.
- m. Lease - refers to a written agreement through which the Municipality of Santa Fe conveys possession and occupancy for a specified period and for a specified rent of any portion of its market buildings or spaces to another person who binds and accepts the same.
- n. Lessee – refers to a person having in his/her possession a duly executed contract of lease for a specified rental, granted in his/her favor by the Municipality of Santa Fe.
- o. Lessor – refers to the Municipality of Santa Fe or its authorized representative who transfer, conveys and assigns the temporary possession and occupancy of any real property or any portion thereof, for specified period and for a specified rental and period by an agreement or contract of lease.
- p. License or permit – refers to a privilege or permission granted in accordance with law or ordinance by a competent authority to engage in some businesses, occupations or transactions.
- q. Market premises – refers to any space in the market compound including the bare ground not covered by market buildings.

*Santa Fe*

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- r. Market sections – refers to classifieds stalls and spaces selling the same nature and kind of goods and services in a specified area.
- s. Market stalls – refers to any specified and assigned area or booth in the public market where merchandises or services are sold or offered.
- t. Public market – refers to any space, building or structure of any kind owned by and/or operated by the Municipality of Santa Fe of any kind and services maybe sold or offered.
- u. Peddler – refer to a person who, either for himself or on commission travels from one place to another in order to sell his goods.
- v. Rental fee – means a charge fixed by law or agency in the form of money or otherwise for the enjoyment or use of a thing.
- w. Stallholders – refers to those who have been granted the permission or privilege to use a stall or booth, where they can display and sell their goods and pay rentals thereon.
- x. Support facilities - refers to a service area provided, to support operations of the market including the bagsakan, waste collection station, poultry dressing area, ice and cold storage facilities, warehouse and storage rooms, toilets, parking area, slaughterhouses and trading posts.
- y. Transient Vendor – any person who brings into temporary premises and exhibits stocks of merchandise in bulk to the public for the purpose of selling or offering to sell the merchandise to the public.
- z. Vendor – refers to a person who sells goods, commodities or foodstuff.
- aa. Occupancy Privilege Fee – means a right or immunity granted as a peculiar benefit, advantage or favor.
- bb. Flea Market or "Talipapa"- Temporary makeshift market selling food, especially fish.

**TITLE 2 – THE SANTA FE PUBLIC MARKET BOARD**

**Section 4. – Creation** – For the attainment of the objectives enunciated by this code, a Body is hereby created which shall henceforth be known as the Santa Fe Public Market Board.

**Section 5. – Composition.** The Board shall be composed of the following:

- |  |                 |
|--|-----------------|
| Municipal Mayor                            | - Chairman      |
| Municipal Vice Mayor                       | - Vice Chairman |
| SB Market Committee Chairman               | - Member        |
| SB Chairman on Ways and Means              | - Member        |
| Municipal Treasurer                        | - Member        |
| Municipal Planning and Development officer | - Member        |
| Municipal Engineer                         | - Member        |
| COP PNP                                    | - Member        |

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Municipal Health Officer	- Member
Municipal Agriculturist	- Member
Municipal Environment and Natural Resources Officer	- Member

**Section 6. – Power and Functions.**

- a. Conduct the qualification of stallholders and opening of bids in connection with the adjudication of vacant or newly constructed stalls or booth in the municipal Market and award market stalls to qualified parties.
- b. Formulate policies, rules and regulations for market operations and administration.
- c. Conduct periodic review of Municipal market operation.
- d. Determine and fix market rates and fees at levels in order to render market operations economically viable and self-reliant.
- e. Hear and settle grievances arising out of market operation and administration.
- f. To perform function pertaining to municipal market operations.

**Section 7. Term of Office.** All members of the Santa Fe Public Market Board shall hold office for the duration of the terms of the office to which they were elected or appointed. In case of the SB representatives, they shall hold office for as long as they are still the chairperson of the respective SB committees, which they head.

**Section 8. Meeting.** The Santa Fe Public Market Board shall have its regular meeting every first Wednesday of the month, however the chairman may call a special meeting anytime for the purpose of taking-up specific matters upon request from any of its members.

**Section 9. Excerpt of meetings.** Results of proceeding in every meeting must be fully documented and a copy shall be furnished to each member not later than 5 working days after each meeting held.

**TITLE 3. SUPERVISION, ADMINISTRATION & ENFORCEMENT OF RULES AND REGULATIONS.**

**Section 10. General Supervision & Control.** The Municipal Mayor shall exercise general supervision, administration and control over the operations of public markets and the personnel complement assigned therewith, including those whose duties concern the maintenance, upkeep of sanitation and the peace and order in the market premises in accordance with laws, rules and regulations of public markets and ordinance pertaining thereto.

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**Section 11. Immediate and direct Supervision.** There shall be a Market Administrator, who shall exercise immediate and direct supervision and control over the operation of public market and who shall enforce all ordinances and regulations in all matters relative to the operations of the public market.

**Section 12. Duties and Functions – The Market Administrator shall;**

- a. Implement and execute the plans and policies of the Board, in the operation of the public markets, concerning sanitation, cleanliness, security and order within the market premises.
- b. Supervise and evaluate the activities and performance of his subordinates and investigate all complaints relative thereto and recommend to the Market Board on proper actions to be taken.
- c. Supervised, evaluate and administer market properties, including the acquisition, maintenance, utilization and disposal thereof.
- d. Coordinate/cooperate with the Municipal Treasurer on matters of collection and imposition of fees and charges.
- e. Recommend to the Municipal Mayor the creation of necessary positions in the public market for effective and efficient delivery of the needed services in its operation.
- f. To render Monthly Report to the Board on the market operations for evaluation & appropriate action.

**TITLE 4. MARKET RULES AND REGULATIONS**

**Section 13. Enforcement of rules and Regulations –** The Municipal Mayor through the Market Administrator shall have the authority to enforce and implement these market rules and regulations.

**Section 14. Coverage.** These market rules and regulations shall apply to all employees of the market, market vendors and the general public who do business inside the public market.

**Section 15. Business Permit Regulations.** No person shall be allowed to engage in any kind of business inside the public market or in the immediate premises thereof, without first securing a business permit – of food handling shall secure an annual permit and a health certificate ID in addition thereto. Food handlers hired are also required to secure health certificate, and a follow-up medical examination every six (6) months. Failure to secure these permits shall be a ground for the closure of the establishment.

**Section 16. Prohibited Acts by market vendors in the conduct of business:**

- a. Selling of goods not designated in assigned areas.
- b. Unauthorized making of extensions of stalls beyond leased areas and/or utilizing pathways for display of goods.

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*Edgardo F. Melendez*

*Dimas R.*

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- c. Short weighing and false measuring including tampering of standard weights and measures.
- d. Bringing in motorcycles, bicycles, pushcarts and the like inside the market compound except in any designated areas, all vehicle should be parked at the designated parking areas.
- e. Utilizing any of the stall or market spaces as residence or living quarters.
- f. Littering, vandalism and improper use of comfort rooms and non-observance and cooperation on cleanliness and orderliness.
- g. Selling or transferring the privilege to lease the stalls or space or permitting another person to conduct business therein.
- h. Display and selling of illegal products/item.
- i. Establishment of meat shop/s outside the central public market is strictly prohibited. However, meat shops established through franchise, e.g. Monterey, Join Us, etc. may be allowed at the discretion of the Office of the Mayor provided all standards required by this Ordinance and national laws are complied with.
- j. Peddlers of Fish, Meat, vegetables, fruits or other products that are found in the Municipal Public Market are strictly prohibited within the vicinity of town proper from Zone 1, Zone 2, Zone 3 and Zone 4.
- k. Construction and/or establishment of flea market (talipapa) is strictly prohibited within the Two (2) kilometers radius from the centralized Municipal Public Market at Barangay Zone II, Poblacion, Santa Fe, Leyte.

**Section 17. Obligatory Duties and Responsibilities of the Market Vendors.**

- a. To have his/her picture and that of his/her helpers conveniently framed and hung up conspicuously in the stall.
- b. To secure business permit and have renewed upon expiration. The same must be conspicuously displayed at his/her stall for ready inspections.
- c. To keep his/her stall in good sanitary condition at all times, by having segregated garbage in a can or receptacle.
- d. To pay promptly without demand his/her market dues and other fees at the market Office. In case of his/her failure to do so, pay all fines and penalties accruing thereto.
- e. To present and have their weighing scales calibrated and sealed at the Market Office.

**Section 18. Sanction and Penalties for Violation.** – Violation committed on any of these market rules and regulations, not otherwise covered by the existing law and ordinance, rules and regulations shall be dealt with in accordance with the following:

- a.) First violation - Fine of PhP 1,500.00
- b.) Second violation - Fine of PhP 2,000.00
- c.) Third violation - Fine of PhP 2,500.00

plus, revocation of permit and termination of lease contract.

*Artillo*

*ADD*

*Edgardo P. Alameda* *D. Muro*

*Artillo L*

*[Signature]*

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**Section 19. Temporary Closure and Monitoring of Violation.** – A temporary closure of stall or business shall be summarily made upon non-payment of fines on any and all violations committed, upon due investigation and hearing conducted by the Market Administrator. In case of the revocation of permit or termination of lease, the hearing shall be investigated and heard by the Board.

For the effective monitoring, the Market Administrator shall always keep an updated vendor's conduct record where all violations will be recorded for ready reference.

**Section 20. Wearing of Uniforms and Identification Cards** – All market personnel shall wear uniforms and identification cards.

**Section 21. Recognition of Cargadors or Carrier** – The recognition of carriers in the public market for the convenience of vendors and consumers alike is given equal importance in the Santa Fe market operation. Relative thereto, each carrier must be provided by the market Administrator with registration certificate and identification card which shall be worn conspicuously while working as carrier, provided that the carrier is a resident of Santa Fe in good health and has not been convicted of any crime.

**Section 22. Special Provision** – This market rules and regulations shall be supplementary only to laws, rules, and regulations, ordinances resolutions and memorandum, which govern the operation of public market.

**Section 23. Other Specific Prohibitory Provision** – The new Public Market shall be centralized and specifically established at the Mercado Street corner San Jose Street, Barangay Zone II, Poblacion, Santa Fe, Leyte.

Construction and/or establishment of Flea Market/s or "Talipapa" outside of the newly established central public market area shall be STRICTLY PROHIBITED in support of Section 16 letter k hereof. PROVIDED FURTHER, that Flea Market/s constructed and/or established in adjacent barangays of the Poblacion of Santa Fe, Leyte shall be penalized by CLOSURE and/or confiscation of their goods. However, the supposed sanction/s to the erring person (whether corporate or individual) SSor Barangay LGU MUST be coordinated and recommended to the Municipal LGU of jurisdiction of that erring barangay/s or vendor/s.

## TITLE 5. MARKET DAY

**Section 24. Market Day.** – Every Thursday of each week shall be established as the market day. All vendors whether transient vendors or peddlers are encouraged to sell their goods/ commodities to the public market premises, subject to the payment of required municipal fees.

## TITLE 6. STALL ADJUDICATION

**Section 25. Vacancy of Stall/Booth; Adjudication to Applicant.** – Vacant market stalls/booth shall be adjudicated to qualified applicant in the following manner:

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- a.) Notice of vacancy of vacant stall shall be made for a period of not less than (10) days immediately preceding the date fixed for their award to qualified applicants. Such notice shall be posted conspicuously on the unoccupied booth stall and the bulletin board booth of the market. This notice of vacancy shall be written on cardboard, thick paper on any suitable material and shall be in the following form.

### NOTICE FOR SANTA FE

Notice is hereby given that stall/booth No. \_\_\_\_\_ of the Sta. Fe Public Market is vacant or will be vacated on \_\_\_\_\_ 20\_\_\_\_. Any person, 21 years of age or more, who 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 Market Administrator) during office hours and before 12:00 o'clock noon of \_\_\_\_\_, 20\_\_\_\_. In case there are more than one applicant, the award of the vacant Stall/Booth shall be determined thru drawing of lots/bidding to be conducted on \_\_\_\_\_ 20\_\_\_\_ at \_\_\_\_\_ by the Market Board. This Stall/Booth is located in the \_\_\_\_\_ section and is intended for the sale of \_\_\_\_\_.

MARKET

ADMINISTRATOR

- b.) The applicant shall be under oath and shall be submitted by the applicant or through his or her attorney in the following subscribed form:

### APPLICATION TO LEASE THE MARKET STALL

The Honorable Municipal Mayor  
Sta. Fe, Leyte

Checked area:

_____ Grocery/Sari Sari	_____ Letchon
_____ Dry Goods	_____ Checherias
_____ Cafeteria	_____ Vegetable spices
_____ Local Beverage/Liquor	_____ Marine Products
_____ Local Delicacies	_____ Dried meat/fish
_____ Fruits & Flowers	_____ Rice/Corn

I hereby apply under the following contract for the lease of stall No.(s) \_\_\_\_\_ in the market. I am \_\_\_\_\_ years of age, married/single, a citizen of the Philippines and residing at \_\_\_\_\_. Should the above -mentioned stall be leased to me in accordance with the market rules and regulations, I promise to hold the same under the following conditions:

- 1.) That while I am occupying or leasing this stall(s), shall at all times have my picture and that of my helpers conveniently framed and hung up conspicuously in the stall.
- 2.) I shall keep the stall(s) at all times in good sanitary conditions 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 rents for the booth(s) or stall(s) in the manner prescribed by existing rules and regulations.

*Amatilla*

*[Signature]*

*Edyando P. Salazar*

*[Signature]*

*Amata L*

*[Signature]*

*[Signature]*

*[Signature]*

*[Signature]*

*[Signature]*

*[Signature]*

4.) The business to be conducted in the stall(s) shall belong exclusively to me and my only sell goods and commodities as authorized per established sectioning as indicated on the above list of my choice.

5.) In case I engage helpers, I shall nevertheless and be present at the stall(s) or booth(s), I shall promptly notify the market authorities of my absence, giving my reason or reasons therefore.

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

7.) Any violation on my part or on the part of my helpers of the foregoing conditions shall be sufficient cause for the market authorities to cancel the contract.

Very respectfully,

\_\_\_\_\_  
Applicant

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

I \_\_\_\_\_, do hereby state that I am the person who signed the foregoing application; that I have read the same; and that the contents thereof are true to the best of my own knowledge.

\_\_\_\_\_  
Applicant

T.I.N \_\_\_\_\_

SUBSCRIBED AND SWORN to before me in the Municipality of Santa Fe, Leyte Philippines this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ applicant-affiant exhibiting to me his/her Residence Certificate No. \_\_\_\_\_ A/B issued on \_\_\_\_\_ at \_\_\_\_\_ Philippines.

\_\_\_\_\_  
Official Title

**Section 26. Vacancy of Stall Before Expiration of Lease.** – Should for any reason, stallholder or lessee discontinue his/her business before his/her lease of the stall expires, such shall be considered vacant and its occupancy thereafter shall be adjudicated in the manner herein prescribed.

**Section 27. Lease Contract Agreement** – For every stall awarded, the successful applicant must sign a contract of lease and observed the terms and conditions set forth therein. Documentation shall be at the expense of the lessee

### CONTRACT OF LEASE

KNOWING ALL MEN BY THESE PRESENTS:

This Municipality of Santa Fe, Leyte is the owner of the Santa Fe Market.

That under the Ordinance No. 2023-03 duly adopted and approved by the Sangguniang Bayan has awarded to him/her by the Sta. Fe Public Market Board through raffle/bidding conducted for the purpose, subject to the following terms and conditions:

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- 1.) That the term of the Lease shall be for one (1) year, or maybe less, from the date of execution to December 31<sup>st</sup> of the current year renewable at the option of both parties for the same period.
- 2.) That the rental of the space/stall /block shall be \_\_\_\_\_ PESOS per square meter per day payable every day/weekly/monthly. In case rental is payable every day, said payment shall be made every Saturday from 1:00 P.M. to 5:00 P.M. if by weekly, payment shall be made every Saturday from 1:00 PM to 5:00 o'clock P.M. and subsequent thereto and if on a monthly basis, shall be paid on the 30<sup>th</sup> of the month following the execution of this contract and thereafter;
- 3.) That the selection of the mode of payment shall be determined by the Santa Fe Public Market Board thru the Market Administrator;
- 4.) That all ordinary repairs within the premises that may arise in that daily use of the facilities therein shall be for the sole account and expenses of the LESSEE without right of reimbursement.
- 5.) Before any repair could be done, the LESSEE has to file an application specifying the area to be repaired which shall be indicated in the permit to repair issued by the Mayor thru the Market Administrator;
- 6.) That the LESSEE shall use the leased premises exclusively for the business applied for and shall have no right to use the same for dwelling purposes, sleeping quarter, "BODEGA" or storage and the like;
- 7.) That the LESSOR and LESSEE hereby agree and covenant to fully comply with the provisions of the Ordinance, laws, duress, rules and regulations affecting the operations of the lessee's business/or occupancy in the market;
- 8.) That by occupying or leasing said space, the LESSEE shall at all times have his/her picture including his/her helpers conveniently framed and displayed conspicuously in the premises to include in the business permit;
- 9.) That the LESSEE keeps the premises at all times in good sanitary condition or which may herein after be promulgated. Any violation thereof maybe subject to cancellation of the lease contract;
- 10.) That the LESSEE shall notify the LESSOR at least thirty (30) days in advance should the former decides to abandon and/or vacate the leased premises and surrender his/her business at the office of the Market Administrator;
- 11.) That the LESSEE shall personally conduct his/her business and be present personally at the stall, in case of his/her inability or absence, he/she shall promptly notify the Market Administrator by giving his/her reason thereon;
- 12.) That the LESSEE shall pay the corresponding rents and all other fees on time. All overdue account shall be subject to 25% interest plus 2% penalty of the interest imposed.
- 13.) Early payment within the first five (5) days of every month, lessee shall be entitled to 10% discount.

*Santa Fe*

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14.) That the cost of installation of lighting and water facilities shall be at the expense of the LESSEE to include the monthly lighting and water bills;

15.) That the lessee shall not sell, sublease or transfer his/her right or privilege to occupy the leased premises or permit another person to conduct business therein; Violation and hereof shall be fined Php 2,500.00 and confiscation of the subject stall by the LGU;

16.) That the lease contract shall be subject to a three (3) months rental deposit which shall be refundable without delay upon surrender and or termination of occupancy which shall answer for any unpaid obligation by the lessee in favor of the lessor. All actions arising from this contract shall be brought and heard by the Santa Fe Public Market Board.

For adjudication and resolution, any court action shall be filed with the Municipal Trial Court of Santa Fe. Documentation shall be at the expense of the Lessee

IN WITNESS WHEREOF, parties have hereunto set their hands this \_\_\_ day of \_\_\_\_\_20\_\_\_ at Santa Fe, Leyte Philippines.

MUNICIPALITY OF SANTA FE  
Lessor

By:

\_\_\_\_\_  
Mayor

CTC No. \_\_\_\_\_  
Issued at \_\_\_\_\_  
On \_\_\_\_\_ 20\_\_\_

SIGNED IN THE PRESENCE OF:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_

Republic of the Philippines)  
Province of Leyte) S.S  
Municipality of Sta. Fe)

BEFORE ME, Notary Public for and in the Province of Leyte, this \_\_\_ day of \_\_\_\_\_20\_\_\_ personally appeared Exurperio C. Lloren and \_\_\_\_\_ known to me to be the same person who executed the contract of Lease and acknowledges under oath that the same is their own free and voluntary act and deed.

WITNESS MY HAND AND SEAL on the day and place above written.

**Section 28. Certificate of Award to Successful Applicant of Vacant Market Stall** – To authenticate the results of the adjudication of the vacant stall(s), a certificate of award shall be issued to the successful applicant.

The date of the issuance in the certificate of award shall be the basis of determining the start of payment of rental by the successful applicant, notwithstanding when the actual occupancy or start of business operation by stallholder begins.

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The Certificate of award shall be issued to \_\_\_\_\_, a resident of \_\_\_\_\_ and a qualified applicant for the lease of stalls no. \_\_\_\_\_, at the public Market by the Santa Fe Public Market Board conducted located/found in the \_\_\_\_\_ section and is intended for the sale of \_\_\_\_\_.

Issued this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
Santa Fe, Leyte Philippines.

\_\_\_\_\_  
Municipal Mayor

**Section 29. Stall/Space Vacancy** – A market stall/space is deemed vacant under any of the following condition:

- a.) When it is newly constructed and not yet leased and awarded to qualified applicant.
- b.) When it is declared vacant by the Board by reason of abandonment of the Lessees, and violations by the Lessee of any of the terms and conditions of the contract of lease, policies, rules and regulations promulgated for their observance.
- c.) Death of the Lessee
- d.) Voluntary surrender by the Lessee
- e.) Physical incapacity of the Lessee to personally administer the stalls.

**Section 30. Effect of Death of Lessee/stallholder** – Upon the death of the lessee/stallholder, however, the surviving spouse, direct heirs and/or estate of the deceased who desire to continue to the lease maybe then transferred to the qualified legal heir applicant; provided that the Board be notified within 30 days after the death of the Lessee/stallholder and upon payment of all necessary rents or fees due at the time of death of the original Lessee by the legal heir applicant.

**Section 31. Idle or Inactive Stalls.** – Any stall/space that shall be idle for 2 months or 60 consecutive days for whatever reason shall be declared abandoned or vacant and shall be subject to bidding and be awarded to the qualified bidder upon payment of accrued rental dues and other fees;

**Section 32. Losses of Stallholders.** – The Municipality shall not be responsible. It shall be the duty of the Market Administrator to exercise utmost vigilance and care to prevent any loss in the Municipal market. For this purpose, the Market Administrator shall have authority to apprehend and turn-over to the Police any person caught stealing or committing any offense in the public market and file appropriate legal action/complaint for the prosecution of the offender.

**Section 33. Extension of Stall Spaces.** – There shall be no extension of stall spaces other than those already covered by plans previously approved by the Board. However, areas utilized as extension for the display of the stallholders' goods that do not obstruct the flow or traffic or the passage of the buying public may be allowed, provided that stallholder be charged double the rates based on a per square meter daily rate basis imposed on the area concerned in addition to the monthly rentals already imposed on the stalls where the extension was made. Extension that obstructs the free passage of the buying public shall be removed summarily. The market administrator must see to it that appropriate boundary markings shall be made to monitor and effectively implement the extension of stall charging.

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**Section 34.** Restaurant section facing the wet market is allowed a 1.5-meter extension subject to the above rate of rental on extension.

**TITLE 7. COLLECTION, ASSESSMENT AND PAYMENT OF STALL RENTALS AND MARKET FEES**

**Section 35. Direct and immediate Supervision on collections.** – The Market Administration with MTO shall exercise direct and immediate supervision, administration and control over the collection of all market fees as authorized by this approved ordinance or code.

**Section 36. Manner of Payment and Assessment of Rental Dues.** – Rental dues shall be assessed in a daily basis regardless of the manner and term of payment. The stallholder may pay their rent obligation on a daily, weekly or monthly basis at the option of the lessor.

**Section 37. Imposition of Penalty and Interest.** – Overdue or delinquent account on market stall rentals is hereby imposed a 25% penalty plus 2% monthly interest.

**TITLE 8. OCCUPANCY PRIVILEGE AND FEE**

**Section 38.** Stall occupants of the Santa Fe Public Market shall by way of raffle/bidding/drawing of lots be afforded first priority to occupy stall in the new Santa Fe Public Market assigned in proper section by the LGU without need of participating in the bidding process. However, he/she shall pay a fixed Occupancy Fee herein prescribed before subject stall is awarded to him/her. He/she is likewise obliged to pay his/her stall rental also provided herein. Previous delinquencies must also be paid. These occupants are not entitled to the Incentive as provided in the preceding Section.

But must surrender also their stall once they cease to operate business. Otherwise, penalty herein provided shall be imposed upon them.

**Section 39. The Fixed Occupancy Privilege Fee and Rental.** – The occupancy fee for stall to be awarded to the dislocated stall occupants of the burnt Santa. Fe Public Market and rental fee are as follows:

**A) WET MARKET**

(STALL)	(OCCUPANCY PRIVILEGE and FEE)	(RENTAL FEE)
1. Meat stalls	PhP 5,000.00	Php. 1,500 monthly
2. Fish stalls	PhP 5,000.00	Php. 1,500 monthly
3. Dried/salted fish stalls	PhP 3,000.00	Php. 1,000 monthly
4. Vegetable stalls	PhP 3,000.00	Php. 500.00 monthly
5. Fruits Stalls	PhP 3,000.00	Php. 500.00 monthly

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**B) MARKET STALL or MARKET TIENDAS.** The fixed Occupancy Privilege Fee for the stalls at the Market Complex shall be at PHP 10,000.00, renewable every 5 years.

**STALL RENTAL per month shall be at Php. 2,500.00/month** not included the electric bill.

**Section 40. Vacant and other designated stalls for RAFFLE/ BIDDING.**

Remaining stalls after the award to dislocated stallholders will be organized on an open RAFFLE/BIDDING.

1. WET SECTION: (KIND OF STALL/LOCATION)	(STARTING PRICE)
a) Meat stall	PhP5,000.00
b) Fish stall	PhP5,000.00
c) Dried/Salted Fish & Vegetable stalls	PhP3,000.00

DRY SECTION/ TIENDAS	(STARTING PRICE)
a) TIENDAS	PhP 10,000.00

**Section 41. Other Provisions**

- a) Occupancy of stall shall strictly observe market rules and regulations specially payment of previous delinquencies otherwise, his/her privilege over the stall shall be forfeited and a penalty is imposed upon them.
- b) Awarding of stalls to dislocated occupants of the public market is limited only to one stall per awardee. Should he/she wish to acquire one more space/stall he/she may participate in the open bid and abide with the pertinent rules and regulations.

**Section 42. Market Section** – for purposes of this article, the public market of the Municipality of Santa Fe shall be divided into the following sections:

**WET MARKET**

- 1. Fish-Stall A-F
- 2. Meat/Chicken – Stall G-K
- 3. Dried/Salted Fish-Stall P-R
- 4. Vegetable – Stall L-O
- 5. Miscellaneous

**DRY SECTION/TIENDAS**

- 1. Dry goods
- 2. Eatery
- 3. Rice & Corn
- 4. Grocery

- a) Dry goods section – refers to the area where dry goods like footwear's textiles, kitchen utensils, checherias, glassware, native products and school bags shall be sold.
- b) Eatery section – refers to the area where carinderia, refreshment parlor, restaurant, cafeteria, panceteria, and other cooked and prepared foods shall be sold.

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- c) Rice and corn section-refers to the area where rice, corn, feeds, hogmash, and other cereal shall be sold.
- d) Groceries section- refers to the area where bakery products, canned goods, flour, onions, garlicks, pasta products, all kinds of cereal, preserved foods, and other household products shall be sold.
- e) Fish section – refers to the area where fresh fish, seaweeds, or other marine products shall be sold.
- f) Meat section – refers to the area where dressed chicken, pork, beef meat, and all kinds of meat, properly inspected by the meat inspector shall be sold.
- g) Dried and salted fish – refers to the area where dried and salted fish shall be sold.
- h) Vegetables sections – refers to the area where leafy and fruit, vegetables shall be sold.
- i) Fruit section – refers to the area where all kinds of fruit shall be sold.
- j) Flower shop section – refers to the area where fresh flowers and other artificial flowers shall be sold.
- k) Miscellaneous section – refers to the areas where not classified business are allowed display their goods.

**Section 43. Excess and Under payment Stall Rentals.** – Stall rental fees paid by the Stallholders in excess of what is imposed in this ordinance shall be credited and fully applied against future rental obligation and underpayment as a result thereof shall be considered deficiencies and shall be collected without penalty and interest.

**Section 44. Toilet Fee** – To regulate the sanitation and use of market comfort rooms, there is hereby imposed a fee of PHP 5.00 for the use of the facility.

**Section 45. Transient Vendors and Rolling Business** - Transient vendors and roving salesman shall not be allowed to do business in the public market unless they have secured first a Mayor's Permit From the office of the Municipal Mayor and after payment of Php 300.00 at the office of the Market Administrator. The mayor's permit for transient vendors and salesmen shall be renewable on or before January 20<sup>th</sup> of each year.

**Section 46. Registration Fee for Carriers** - There shall be collected a registration fee of Php 100.00 per year and renewable on or before January 20<sup>th</sup> of each year for carriers (Cargadores) duly registered and recognized by the office of the Market Administrator.

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**Section 47. Entrance Fee for goods, commodities and other items for sale brought inside the Public Market.** – There shall be collected an entrance fee for all goods, commodities and other items for sale inside the public market by transient vendors according to the following schedule:

(a)	Sea Products (Fresh fish)	
	1. Bansikol, Tabudlos . Mangsi , Bangus , kutob , Burungoy and all other similar fish.	P 0.50/kilo
	2. Lapu-Lapu, Tangigi, Kitong , Tologan, Bariles, and all considered first class fishes.	P 1.00/kilo
	3. Prawns, Shrimps, Crabs (Alimango), Lambay and all other similar species.	P 1.00/kilo
	4. Sea shells.	P 0.25/kilo
	5. Dried, salted and smoked fish.	P 0.50/kilo
(b)	Meat, Beef & Pork	P1.00/kilo
(c)	Vegetable and Spices	P 0.25/kilo
(d)	Cereals, rice, corn and etc.	P 0.10/kilo
(e)	Animal Feeds.	P 0.25/kilo
(f)	Forest product	
	1. Firewood	P0.25/bundle
	2. Charcoal	P 0.10/kilo
(g)	Fruits:	
	1. Local	P 0.50/kilo
	2. Imported	P 5.00/Box
(h)	Novelties, Farm Implements, Kitchen utensils, Fashion accessories and similar products	P 0.25/kilo
(i)	Egg	P 2.00/tray
(j)	Noodles, Tanghon, Powder milk other similar product	P 2.00/Box
(k)	Edible Oil	P 0.25/liter
(l)	Softdrinks	P 0.50/Case
(m)	Liquors	P 1.00/Box
(n)	Cigarettes	P 0.10/gal
(o)	Tuba, Bahalina and Lambanog	P 0.10/kilo
(p)	Wheat/Flour	P 0.10/kilo
(q)	Sugar	P 0.10/kilo
(r)	Salt (ordinary)	P 0.20/kilo
(s)	Coconut	P 0.10/piece
(t)	Goat and Sheep meat	P 0.50/kilo
(u)	Dressed Chicken or other fowls	P 0.50/kilo

**Section 48. Payment of entrance Fees and Violation Thereof.** - Payment of the entrance shall be payable in advance before any person can sell or offer to sell any commodity or goods within the public market or its premises. Any person, whether transient vendor, supplier or consignee, who brings any commodity or merchandise into the public market or their surrounding premises for sale without first paying the entrance fees herein provided, shall be subjected to a penalty equivalent to 3 times as much as the regular rate of entrance fee on commodities and goods brought into the public market. In case of the non-payment of penalty, commodities or merchandise shall be confiscated in favor of the Municipality of Santa Fe until payment of the penalty imposed is paid.

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An additional of P100.00 is charge to the owner of the commodity if redeemed after 4 hours and P50.00 per hour additional penalty for every hour thereafter from the time it was confiscated. In case of the non-redemption within 12 hours the same shall be auctioned and proceeds of the sale be considered as to the income from sale of confiscated goods of the market and any excess of the proceeds from the auction sale shall be turned over in favor of the owner of the auctioned products.

**Section 49. Fees for Calibration, Selling and licensing of Weights and Measures** - Every person before using instruments of weights and measures within this municipality shall first have them sealed and licensed annually and pay therefore to the Municipal Treasurer the following fees.

- |   |         |
|---|---------|
| a) For selling metric measures of capacity:   |         |
| Not over ten liters   | P 10.00 |
| Over ten liters   | P 20.00 |
| b) For sealing metric measures of capacity:   |         |
| Not over ten liters   | P 10.00 |
| Over 10 liters  | P 20.00 |
| c) For sealing metric measurements weights:   |         |
| With capacity of 30 kgs. Or less  | P 25.00 |
| With capacity of 30 kgs. but not more than 300 kgs.   | P 30.00 |
| With capacity of 300 kgs. but not more than 3,000 kgs.  | P 50.00 |
| With capacity over 3,000 kgs.   | P 60.00 |
| d) For an apothecary balance or other balance of precision, the fee shall be double: With each scale or balance, a complete set of weights for use therewith shall be sealed free of charge. For each extra weight, the charge shall be | P 5.00  |

The fees levied herein shall be paid to the Municipal Treasurer or at the place where the business is conducted during inspection whichever is practicable.

The receipt for the fee charge for the sealing of weights and measures shall serve as a license to use such instrument up to January 31<sup>st</sup> of the following year and shall be exhibited upon demand by the Municipal Treasurer or his/her authorized representative upon renewal or inspection.

Any person using the instrument of weights and measure that has not been renewed on or before January 31<sup>st</sup> shall be fined P500.00 and case the instrument has been found tampered causing the short weighing and false measuring of value, a fine of one thousand Pesos (P 1, 000.00) or imprisonment of not more than one year or both shall be imposed aside from the summary confiscation of the instrument in question.

Unsealed instrument of weight and measure that has been presented for sealing by owner and found to be defective causing the short weighing and false measuring of value shall be confiscated and user/owner shall be fined P500.00. In case the instrument is found to be in order, the same shall be sealed and calibrated.

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**TITLE 9. MEAT FOR PUBLIC CONSUMPTION AND REGULATION THEREOF.**

**Section 50. Food Borne Animals.** – These are group of animals (livestock and poultry products) generally accepted for use as human food. Such animals include and are limited to the following:

- a) Cattle;
- b) Carabao/Buffalo;
- c) Horse;
- d) Goat/Sheep/Deer;
- e) Hog; and
- f) Poultry products such as Chicken, TURKEY, Geese, Guinea, Fowl, Ducks and Quail

**Section 51. Non-Food Animals.** – The following are not generally accepted and recognized by law as human food and their sale prohibited:

- a) Dogs;
- b) Cats;
- c) Monkeys;
- d) Crocodiles/Lizards;
- e) Kangaroos; and
- f) Rats/Bats/Snakes

**Section 52. Confiscation and Disposition of Hot Meat and/or Illegally Slaughtered Food Animals/Non-Food Animals.** - Any and all hot meat or illegally slaughtered food/non-food animals sold and distributed within the territorial jurisdiction of Santa Fe shall be confiscated and forfeited in favor of the Municipal Government which shall in appropriate cases, be used as evidence in prosecuting any violation of this ordinance.

Any hot meat or illegal slaughtered food animals found to be fit for human consumption by the Municipal Veterinary Officer / Municipal Agriculturist shall be, at the discretion of the Municipality, be sold for public consumption or donated immediately to orphanage, rehabilitation center / correctional institution or similar situation.

Unfit meat and products and other non-food animals shall be condemned/disposed by the Municipal Veterinary officer.

A certificate of acknowledgement from this institution who accepted donated meat shall be submitted by Municipal Veterinary Officer/ Municipal Agriculturist to the Municipal Mayor's office. Owner of the confiscated meat shall be furnished of this certificate.

**Section 53. Accreditation of Private Abattoirs** - The Municipal Mayor may, upon a resolution of the Sangguniang Bayan of the Municipality, acting on the recommendation of the Municipal Veterinary Officer/ Municipal Agriculturist accredit any private abattoir within.

Any all-accredited private abattoirs shall be provided with Municipal Meat Inspectors; which the owner/operator will provide with a suitable place within the abattoir for easy, convenient and prompt meat inspection of the slaughtered animals.

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Slaughter house for lechon suppliers and meat processors with corresponding business permits and with facilities and operational procedures of minimum adequacy shall be allowed to apply for accreditation yearly; Periodic evaluation every 6 months by the Municipal Veterinary Officer/ Municipal Agriculturist shall be sanitarly maintained. Failure to meet sanitary standard shall cause the cancellation of permit/accreditation.

There shall be imposed and collected and annual accreditation fee in the amount of Three thousand Pesos only (P 3, 000.00) for any and all private slaughterhouse for meat processors operating within the territorial jurisdiction of the Municipality of Sta. Fe, Leyte. An inspection fee in the amount of Thirty-five pesos only (P 35.00) shall also be imposed for any and all hogs slaughtered in private slaughterhouse for lechon and meat processors.

**Section 54. Registration and Licensing/Accreditation.** – All meats handlers, butchers, meat vendors, meat dealers, meat processors and meat stall/shop operation who are involved in the orderly, safe and hygiene handling of meat and meat products shall be required yearly to register and apply for license/accreditation annually not later than January 20 of every year and thereafter.

There shall be an annual fee for registration, licensing/accreditation for the following classification at the rates prescribed as follows:

Classification	Registration	Licensing/Accreditation
1) Meat handlers/cutters/butchers /helpers/vendors	P 100.00	P 50.00
2) Meat stallholders (Public Market)	P 150.00	P 100.00
3) Meat shop Operator (Inside Public Market)	P 200.00	P 150.00
4) Meat dealer/Suppliers	P 150.00	P 200.00
5) Meat By-Product Processors	P 150.00	P 200.00

**Section 55. Qualification and Requirements for Registration and Licensing/Accreditation.** – Any person applying for license as meat handler, butcher meat vendor, meat dealer, meat processor, meat stall/shop operated or helper must possess the following qualifications:

- a) He must be not less than 18 years old.
- b) He must be free from tuberculosis and/or highly communicable deceases and a certificate from Municipal Health Office shall be secured prior to the filing of the application.
- c) He must secure a police clearance prior to his application.
- d) Meat dealer, meat stall/shop operators operating within the territorial jurisdiction of Municipality of Santa Fe shall secure business permit prior to his/her application for licensing/accreditation.

The meat handler/cutter, meat butcher/helper, meat vendors, meat dealers/suppliers, meat stall/shop operators whose applications for licensing/ accreditation have been approved by the Municipal Veterinary Officer/ Municipal Agriculturist shall be issued the corresponding license and identification cards by the Municipal Mayor.

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**Section 56. Transportation.**

- a) Only official municipal meat van and government-accredited meat van shall serve as delivery vehicles of dressed carcasses and offal's from the Municipal accredited Abattoir to the different outlets for public sale.
- b) Private establishment like hotels, malls, supermarkets, cold storage facilities and private client markets with supply requirements of 10 heads or more in case of hogs and 2 heads or more in case of cattle's, may provide their own delivery vehicles provided specifications of the same have passed government standard for meat hygiene.
- c) No person shall be allowed to hitch ride in government meat wagons while transporting dressed carcasses and offal's from the Municipal abattoir except government employed "cargadores" and a meat dispatcher who shall see to it that that meat and offal's are properly delivered.
- d) All private meat delivery van shall apply a yearly registration and accreditation. Meat delivery vans intended for transport or commerce of meat and meat products within the Municipality shall be close type and preferably made of aluminum material. Small type delivery van (tricycle) shall be of closed type and preferably made of aluminum or stainless-steel materials.
- e) There shall be charge a yearly registration and accreditation fee for all types of meat delivery van involved in the delivery/transport of meat and meat products within the Municipality of Santa Fe at the rate prescribed below:

Classification	Registration	Accreditation
1) Tricycle	P200.00	P200.00
2) Van, Jeep or similar type	P300.00	P300.00
3) Truck	P500.00	P500.00

**Section 57. Fees on Slaughterhouse Services:**

**a. ALL FEES to be collected as enumerated in subparagraph (b) and (c) hereunder are defined as follows:**

- 1. **Corral Fees.** – fee collected for the animals to be slaughtered, which are to be kept in a corral owned by the Municipality;
- 2. **Permit Fee to Slaughter.** – Before any animal slaughtered for public consumption, a permit therefore shall be secured from the Municipal Treasurer;
- 3. **Ante Mortem Inspection Fee** – fee collected for the inspection of the animal before the slaughter;
- 4. **Post Mortem Inspection Fee** – fee collected for the inspection of the animal after it is slaughtered;

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5. **Certificate of Ownership** – the document being issued to the owner manifesting and/or evidencing the absolute and original ownership of the animal;
6. **Transfer Certificate of Ownership** – the document being held by the presumed owner of the animal who held the ownership from either purchased, barter and other mode of acquisition;
7. **Entrance Fee** – fee collected to all personalities who will be entering and has transactions at the Slaughterhouse, except employees of the Slaughterhouse and the Public Market;
8. **Weighing Fee** – fee collected for the use of the weighing scale being established by the LGU at the Slaughterhouse;
9. **Slaughter Fee** – fee collected for the slaughter of all kinds of animals;
10. **Service Fee** – fee collected as a service charged for the utilization of the slaughterhouse;
11. **Delivery Fee** – fee collected for the transport of the animal from the slaughterhouse to the public market, or to the residential house of the owner of the slaughtered animal.
12. **Water and Electric Fee** – fee collected for the consumption of water and electricity at the Municipal Slaughterhouse.

b. For Commercial Use: The rates of fees shall be as follows:

Fee	Cattle/Carabao	HOG	Goat/Sheep	Hog/Lechon
1. Corral Fee	Php 75.00	Php 50.00	Php 20.00	Php 50.00
2. Permit to slaughter	Php 75.00	Php 50.00	Php 20.00	Php 50.00
3. Ante Mortem Inspection Fee	Php 25.00	Php 25.00	Php 25.00	Php 25.00
4. Post Mortem Inspection Fee	Php 25.00	Php 25.00	Php 25.00	Php 25.00
5. Certificate of Ownership	Php 50.00	Php 00.00	Php 00.00	Php 00.00
6. Transfer Certificate of Ownership	Php 50.00	Php 00.00	Php 00.00	Php 00.00
7. Entrance Fee	Php 25.00	Php 25.00	Php 25.00	Php 25.00

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8. Weighing fee	Php 25.00	Php 25.00	Php 25.00	Php 25.00
9. Slaughter Fee	Php 100.00	Php 100.00	Php 50.00	Php 75.00
10. Service Fee	Php 50.00	Php 25.00	Php 25.00	Php 25.00
11. Delivery Fee within the Poblacion	Php 50.00	Php 25.00	Php 25.00	Php 25.00
12. Water and Electric Fee	Php 25.00	Php 25.00	Php 25.00	Php 25.00
<b>TOTAL FEE</b>	<b>Php 575.00</b>	<b>Php 375.00</b>	<b>Php 275.00</b>	<b>Php 350.00</b>

c. For Home Consumption: The rates of fees shall be as follows:

Fee	Cattle/Carabao	HOG	Goat/Sheep	Hog/Lechon
1. Corral Fee	Php 25.00	Php 25.00	Php 25.00	Php 25.00
2. Permit to slaughter	Php 25.00	Php 25.00	Php 25.00	Php 25.00
3. Ante Mortem Inspection Fee	Php 25.00	Php 25.00	Php 25.00	Php 25.00
4. Post Mortem Inspection Fee	Php 25.00	Php 25.00	Php 25.00	Php 25.00
5. Certificate of Ownership	Php 25.00	Php 00.00	Php 00.00	Php 00.00
6. Transfer Certificate of Ownership	Php 25.00	Php 00.00	Php 00.00	Php 00.00
7. Entrance Fee	Php 25.00	Php 25.00	Php 25.00	Php 25.00
8. Weighing fee	Php 25.00	Php 25.00	Php 25.00	Php 25.00
9. Slaughter Fee	Php 100.00	Php 25.00	Php 25.00	Php 25.00
10. Service Fee	Php 25.00	Php 25.00	Php 25.00	Php 25.00

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11. Delivery Fee within the Municipality	Php 25.00	Php 25.00	Php 25.00	Php 25.00
12. Water and Electric Fee	Php 25.00	Php 25.00	Php 25.00	Php 25.00
<b>TOTAL FEE</b>	<b>Php 375.00</b>	<b>Php 250.00</b>	<b>Php 250.00</b>	<b>Php 250.00</b>

**TITLE & GENERAL AND ADMINISTRATIVE PROVISIONS**

**Collective and Accounting of Municipal Revenues**

**Section 58. Tax period and manner of payment** - Unless otherwise provided in this Code, the tax period of all taxes, fees and charges shall be the calendar year.

**Section 59. Accrual of tax.** - Unless otherwise provided in this code, all taxes, fees or charges shall accrue on the first (1) day of January of each year. However, new taxes, fees or charges, or changes in the rate thereof, shall accrue on the first (1) day of the quarter next following the effectivity of the ordinance imposing such new levies or rates.

**Section 60. Time of payment.** - Unless otherwise provided in this code, all taxes, fees and charges shall be paid within the first twenty (20) days of January or each subsequent quarter as the case may be. The Sangguniang Bayan may, for justifiable reason or cause, only for a period not exceeding six (6) months. \*\*\*

**Section 61. Surcharges and penalties in unpaid taxes, fees or charges and discounted.** - A surcharge of ten percent (10%) of the amount of taxes, fees or charges not paid on time and interest at the rate of two (2) percent per month of the unpaid taxes, fees or charges not paid on time and an interest at the rate of two (2) percent per month of the unpaid taxes, fees or charges including surcharges, until such amount is fully paid but in no case shall the total interest on the amount or portion thereof exceed thirty-six (36) months.

Any payment of dues made in advance, i.e., within 20 days before due date, shall be entitled to a ten percent (10%) discount.

**Section 62. Interest on unpaid revenues.** - Where the amount of any other revenue due to the municipality except voluntary contributions or donations, is not paid on the date fixed in the ordinance, or in the contract, expressed or implied, or upon the occurrence of the event which has given rise to its collection, there shall be collected as part of that amount an interest on the unpaid amount or a portion thereof exceed thirty-six (36) months.

**Civil Remedies for Collection of Revenues**

**Section 63. Municipal government's lien.** - Municipal taxes, fees, charges and other revenue constitute a lien, superior to all liens, charges or encumbrances, in favor of any person, enforceable by appropriate administrative or judicial action, not only upon any property used in business, occupation practice of profession or calling, or exercise of privilege with respect to which the liens is imposed. The lien may only be extinguished upon full payment of the delinquent taxes, fees and charges including related surcharges and interest.

*Sapanta*

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*Sapanta L*

## GENERAL PENAL PROVISIONS

**Section 64. Penalty** – Any violation to the provisions, of this Code not herein otherwise covered by a specific penalty, shall be punishable by a fine of:

1 <sup>st</sup> violation	- Php 1,000.00
2 <sup>nd</sup> violation	- Php 1,500.00
3 <sup>rd</sup> violation	- Php 2,500.00 and revocation of license and permit.

## FINAL PROVISIONS

**Section 65. Separability Clause** – If, for any reason any provision or part of this Code is declared not valid by a court of competent jurisdiction, such judgment shall not affect nor impair the remaining provisions, sections, or parts thereof which shall continue to be enforce and effect.

**Section 66. Repealing Clause** – All ordinance, rules and regulations, or part thereof, in conflict with, or inconsistent with any provisions of this Code are hereby repealed or modified accordingly.

**Section 67. Effectivity** – This Code shall take effect after 30 days from submission to the Sangguniang Panlalawigan of Leyte.

**ENACTED:** This 27<sup>th</sup> day of March 2023 during the 34<sup>th</sup> Regular Session of the 12<sup>th</sup> Sangguniang Bayan at the Sangguniang Bayan Session Hall, Santa Fe, Leyte.

Let copies of this Ordinance be furnished to the Office of the **Municipal Mayor Hon. Amparo H. Monteza**, to the **Municipal Disaster Risk Reduction and Management Office of this LGU**, to the **Municipal Treasurer of this LGU** and to all others concerned for their guidance and appropriate action.

This ordinance is approved unanimously.

ATTESTED/APPROVED:

  
HON. AMIEL P. ENAGE  
SB Member

  
HON. RODEL L. AJETO  
SB Member

  
HON. EDGARDO R. SALCEDA  
SB Member

  
HON. RICARDO D. FAJARDO  
SB Member

*petilla*  
**HON. ALVIN D. PETILLA**  
SB Member

*Aruta L*  
**HON. LARRY S. ARUTA**  
SB Member

*Esmero*  
**HON. GENY R. ESMERO**  
SB Member

*Chuca*  
**HON. BELEN C. CHUCA**  
Liga Pres. / SB Member

*Chuca*  
**HON. AGNES A. CHUCA**  
SB Member

*Lantajo*  
**HON. MAE JO A. LANTAJO**  
SK Federation President / SB Member

**I HEREBY CERTIFY** to the correctness of the foregoing resolution.

*Obenque*  
**JULIUS XERXES M. OBENQUE**  
Secretary to the Sangguniang Bayan Designate

**ATTESTED BY:**

*Toreros*  
**HON. EDUARDO N. TOREROS**  
Municipal Vice-Mayor  
Presiding Officer

**APPROVED BY:**

*Monteza*  
**HON. AMPARO H. MONTEZA**  
Local Chief Executive/Municipal Mayor

Date of Approval: 5-29-23