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Republic of the Philippines  
PROVINCE OF LEYTE  
Provincial Capitol  
Tacloban City

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Item No.: **13**  
Date: **17 2024 SEP**

Province of Leyte  
Legal Office  
Released: *[Signature]*  
Time: *9:12 AM*  
Date: *9.12.24*

SANGGUNIANG PANLALAWIGAN  
PROVINCE OF LEYTE  
SEP 12 2024  
4:12 PM

PROVINCIAL LEGAL OFFICE

2<sup>nd</sup> INDORSEMENT  
September 9, 2024

Respectfully returned to the Sangguniang Panlalawigan of Leyte, through SP Secretary, the attached Ordinance No. 24-011 of the Sangguniang Bayan of Mahaplag, Leyte.

Issues/concerns for review/recommendation/legal opinion is/are as follows:

- Ordinance No. 24-011 entitled: "An Ordinance Establishing the Rental Fees, Occupancy Bond, and the Rules and Regulations in the Management and Operation if the Newly Constructed Two-Storey Public Market Building ( Dry Goods Section).

**REVIEW/RECOMMENDATION/LEGAL OPINION:**

This office is of the opinion that the Subject Ordinance is in accordance to its power under Section 129<sup>1</sup>, of the Local Government Code of 1991 (R.A 7160).

However, this office is of the opinion that since Section 5 thereof provides for a non-refundable occupancy bond, the same shall be incorporated in the contract of lease as well as the applicable terms therefor. Hence, returning to Sangguning Panlalawigan for further review.

We hope to have assisted you with this request. Please note that the opinion rendered by this Office are based on facts available and may vary or change when additional facts and documents are presented or changed. This opinion is likewise without prejudice to the opinions rendered by higher and competent authorities and/or the courts.

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

<sup>1</sup> Section 129 Every local government unit shall exercise its power to create its own sources of revenues and to levy taxes, fees and charges subject to the provision herein, consistent with the basic policy of local autonomy. Such taxes, fees, and charges shall accrue exclusively to the local government units.



**OFFICE OF THE SANGGUNIANG PANLALAWIGAN**

**1<sup>ST</sup> ENDORSEMENT**  
**30 August 2024**

Respectfully indorsed to the **PROVINCIAL LEGAL OFFICE** the herein **ORDINANCE NO. 24-011** of the **MUNICIPALITY OF MAHAPLAG, LEYTE,** "AN ORDINANCE ESTBLISHING THE RENTAL FEES, OCCUPANCY BOND, AND THE RULES AND REGULATIONS IN THE MANAGEMENT AND OPERATION OF THE NEWLY CONSTRUCTED TWO-STOREY PUBLIC MARKET BUILDING (DRY GOODS SECTION)", for review and recommendations.

**FLORINDA JILL S. UY VICO**  
Secretary to the Sanggunian

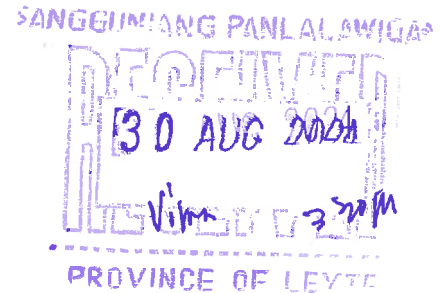


Republic of the Philippines  
PROVINCE OF LEYTE  
Municipality of Mahaplag  
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Office of the Sangguniang Bayan

## TRANSMITTAL

**FLORINDA JILL S. UYVICO**  
Provincial Government Department Head  
Secretary to the Sangguniang Panlalawigan  
Office of the Sangguniang Panlalawigan  
Province of Leyte  
Tacloban City



Attention: Records Office

Madam:

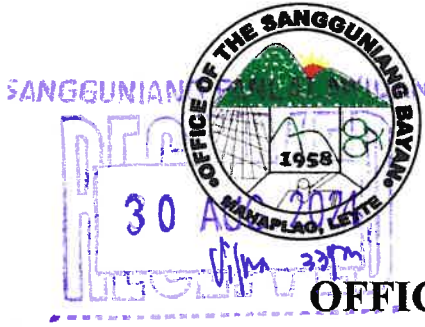
Transmitting to your good office these duly approved **Municipal Ordinance No. 24-011** and **Municipal Ordinance No. 24-012** of the Municipality of Mahaplag, Leyte for review by the Sangguniang Panlalawigan of the Province of Leyte, as follows:

- 1. MUNICIPAL ORDINANCE NO. 24-011: AN ORDINANCE ESTABLISHING THE RENTAL FEES, OCCUPANCY BOND, AND THE RULES AND REGULATIONS IN THE MANAGEMENT AND OPERATION OF THE NEWLY CONSTRUCTED TWO-STOREY PUBLIC MARKET BUILDING (DRY GOODS SECTION).**
- 2. MUNICIPAL ORDINANCE NO. 24-012: AN ORDINANCE ESTABLISHING THE GUIDELINES FOR THE USE, OPERATION, AND MAINTENANCE OF THE MUNICIPAL CEMETERY, INCLUDING THE COLLECTION OF BURIAL PERMIT FEE AND RENTAL FEE, AND IMPOSING PENALTIES FOR VIOLATIONS THEREOF.**

Thank you and more power.

Respectfully yours,

  
**ATTY. JASON L. ALONZO**  
Board Secretary V



Republic of the Philippines  
PROVINCE OF LEYTE  
Municipality of Mahaplag  
-o0o-



**SANGGUNIANG BAYAN**

**OFFICE OF THE SANGGUNIANG BAYAN**

PROVINCE OF LEYTE

**EXCERPT FROM THE MINUTES OF THE REGULAR SESSION OF THE 11<sup>TH</sup> SANGGUNIANG BAYAN OF MAHAPLAG, LEYTE HELD ON AUGUST 19, 2024 AT THE SESSION HALL OF THE MUNICIPAL HALL, BRGY. POBLACION, MAHAPLAG, LEYTE.**

**PRESENT:**

- HON. MYRA P. SOLIS - Municipal Vice Mayor/Presiding Officer
- HON. ARLENE O. GIGANTO - Sangguniang Bayan Member
- HON. AIDA L. DIZON - Sangguniang Bayan Member
- HON. CARMELITO C. ALONZO - Sangguniang Bayan Member
- HON. JEFFREY M. RELEVO - Sangguniang Bayan Member
- HON. REYNALDO M. KANEN - Sangguniang Bayan Member
- HON. GLENN H. BARTOLINI - Sangguniang Bayan Member
- HON. HARLIN O. GONZAGA - Sangguniang Bayan Member
- HON. OSCAR S. REALES - Sangguniang Bayan Member
- HON. EDGARDO R. CAMASIN - Ex officio Sangguniang Bayan Member  
President, Liga Ng Mga Barangay

**ABSENT:**

- HON. REINA ROSE A. DEDAL - Ex officio Sangguniang Bayan Member  
President, Sangguniang Kabataan Federation

**MUNICIPAL ORDINANCE NO. 24-011**

**AN ORDINANCE ESTABLISHING THE RENTAL FEES, OCCUPANCY BOND, AND THE RULES AND REGULATIONS IN THE MANAGEMENT AND OPERATION OF THE NEWLY CONSTRUCTED TWO-STOREY PUBLIC MARKET BUILDING (DRY GOODS SECTION).**

**WHEREAS**, this is pursuant to the pertinent provisions of Republic Act No. 7160 otherwise known as the Local Government Code of 1991, primarily Section 129 thereof which provides that each Local Government Unit shall exercise its power to create its own sources of revenue and to levy taxes, fees, and charges subject to the provisions of the said Code, which shall accrue exclusively to the Local Government Unit, consistent with the basic policy of local autonomy;

**WHEREAS**, a newly-constructed two-storey public market building is now open for rental and occupancy for business purposes predominantly as Dry Goods Section;

**WHEREAS**, there is a need to establish the Rental Fee, Occupancy Bond, and the Rules and Regulations in the management and operation of the said Two-Storey Public Market Building (Dry Goods Section);

**NOW THEREFORE, BE IT ENACTED**, as it is hereby enacted by the Sangguniang Bayan of Mahaplag, Leyte, in session assembled:

*[Handwritten signatures and initials are present below the text, including a large signature on the left and several smaller ones on the right.]*

*[Handwritten signature on the right margin.]*

**Section 1. Title.** This Ordinance shall be known as “An Ordinance Establishing the Rental Fees, Occupancy Bond, and the Rules and Regulations in the Management and Operations of the Newly Constructed Two-Storey Public Market Building (Dry Goods Section)”.

**Section 2. Definition of Terms.** For the purpose of this ordinance, the following terms shall be understood in the sense indicated hereunder:

- a. **Public market** refers to any structure, building or place of any kind which have been established and owned by the Municipality of Mahaplag, dedicated to the service of the general public where basic food items and other commodities are displayed and offered for sale. “Public market” also includes market stalls, tiendas, buildings, roads, drainage, parking space, and other appurtenance which are integral thereto.
- b. **Market Stall** refers to any allocated space, stand, compartment, store, or any place wherein merchandise is sold, offered for sale, or intended for such purpose in the public market.
- c. **Stallholder** refers to the awardee of a definite space or spaces within the public market who pays a rental fee thereof for the purpose of selling his/her goods, commodities or service.
- d. **Booth** refers to an enclosure built or erected on market space for the purpose of selling goods/commodities/service.
- e. **Market premises** refer to any open space in the market compound or part of the market parking lot consisting of bare grounds or covered by market building usually occupied by ambulant vendors especially during market days.
- f. **Market Rental Fee** refers to the fee paid to and collected by the Municipal Treasurer’s Office through the market collectors for the privilege of using public facilities.

**Section 3. Application to Lease Market Stall/Booth.** The application for market stall/booth shall be in the following form:

APPLICATION TO LEASE MARKET STALL/BOOTH  
PUBLIC MARKET, MAHAPLAG, LEYTE

The Municipal Treasurer  
Municipality of Mahaplag  
Province of Leyte

Sir:

I hereby apply under the following conditions a contract for the lease of the Stall/Booth No. \_\_\_\_\_ in \_\_\_\_\_ (name of building) in the Mahaplag Public Market. I am \_\_\_\_\_ (name of applicant), Filipino citizen, of legal age, and resident of \_\_\_\_\_.

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

That while I am occupying or leasing the stall/booth, I shall at all times have any picture and that of my helper, conveniently framed and hung up conspicuously in the stall/booth.



- a) To abide with all the terms and conditions mentioned and enumerated in the LESSEE'S APPLICATION TO LEASE MARKET STALL/BOOTH marked as Annex "A" attached to the herein agreement and made an integral part thereof;
- b) To conduct activities of selling and display in the leased stall/booth only the hereinafter described business and/or commodities, to wit: \_\_\_\_\_;
- c) To use the leased stall/booth for the conduct of a legitimate business and not for residential purposes;
- d) To pay on or before the 20<sup>th</sup> day of every month the duly authorized Market Collector of the Lessor the monthly rental in the amount of \_\_\_\_\_;
- e) To keep the premises in good sanitary conditions;
- f) To sell only and keep in the said premises only those articles or merchandise which are legitimate subject of commerce and in accordance to the duly approved sectioning and business classification in the market;
- g) Not to transfer the privilege acquired by the LESSEE under this agreement and to inform the LESSOR in advance (at least 10 days advance) before the LESSEE desires to abandon the above-mentioned stall/booth, with the full understanding that should the aforementioned stall/booth be kept closed continuously for a period of one (1) month without any justifiable cause, the said closure shall be considered as an implied abandonment and surrender by the LESSEE of the occupation and lease of the premises even if the rental of said stall premises had been paid, and the LESSOR can now lease the aforesaid stall/booth to another new LESSEE in accordance with law;
- h) That aside from the aforementioned specific conditions, the following are also grounds for termination of this contract, to wit:
  - 1) Death of the LESSEE or his/her inability to continue the business by himself/herself due to physical incapacity;
  - 2) Non-payment of monthly rentals for three months; or
  - 3) Any violation of the ordinance establishing the rules and regulations in the management and operation of the Mahaplag Public Market;
- i) The LESSEE by virtue of this agreement expressly authorized the LESSOR, or his duly authorized representative to repossess the aforementioned premises upon the happening of any aforesaid events without the necessity of court action, provided however that in the absence of the LESSEE or his/her authorized representative, an inventory of the contents of the said stall/booth shall be made by the agent of the LESSOR, said inventory to be witnessed by a police officer assigned to the market and one witness who is leasing adjoining or near the aforementioned stall/booth and said inventory shall be duly signed by the said persons;
- j) During the lease or occupation of the stall/booth, the LESSOR is prohibited to alter, disfigure, add to, or change the structures of the stall without a Mayor's Permit from the Office of the Municipal Mayor through the Office of the Municipal Treasurer;
- k) The LESSOR hereby agrees with the LESSEE on the following:
  - 1) That the LESSEE shall peacefully hold and enjoy the occupation of the stall/booth leased during the time of his/her faithful compliance with the terms of this contract;
  - 2) To make thereon, during the period of lease, all the necessary repairs of the stall and premises in order to preserve it in a serviceable condition for the purpose for which it is leased.

IN WITNESS WHEREOF, the parties have hereunto affixed our signatures this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ at Mahaplag, Leyte, Philippines.

MUNICIPALITY OF MAHAPLAG  
LESSOR

LESSEE

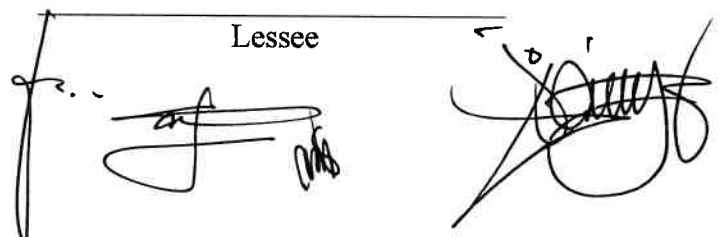
BY:

BY:

Municipal Mayor

Lessee







SIGNED IN THE PRESENCE OF:

\_\_\_\_\_

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)  
 PROVINCE OF LEYTE ) S.S.  
 MUNICIPALITY OF MAHAPLAG)

Before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ at \_\_\_\_\_ personally appeared the following:

Name	Competent Evidence of Identity	Date and Place Issued
_____	_____	_____
_____	_____	_____

known to me to be the same persons who executed the foregoing instrument, and acknowledged that the same are their free and voluntary act and deed.

This instrument consists of TWO (2) pages, including the page on which this acknowledgment is written, has been signed by the herein parties and their witnesses in every page thereof, and sealed with my notarial seal.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the date and place above written.

**Section 5. Rental Fee.** Awardees of stall/booth in the newly constructed Two-Storey Public Market Building shall pay the monthly Rental Fee payable on or before the 20th day of every month to the duly authorized Market Collector of the Municipal Treasurer’s Office or directly to the Municipal Treasurer. The Rental Fees shall be as follows:

LOCATION	MONTHLY RENTAL PER STALL/BOOTH	SANITARY FEE	TOTAL
Ground Floor	₱ 1,000.00	₱ 40.00	₱ 1,040.00
Ground Floor Corner Stall	₱ 1,250.00	₱ 40.00	₱ 1,290.00
Second Floor	₱ 800.00	₱ 40.00	₱ 840.00

**Section 6. Occupancy Bond.** New awardees of stall/booth in the newly constructed Two-Storey Public Market Building shall pay a one-time nonrefundable Occupancy Bond prior to their occupation on the stall/booth assigned to them, as follows:

AREA	OCCUPANCY BOND PER STALL/BOOTH
Ground Floor	30,000.00
Second Floor	20,000.00

*Sumari*

**Section 7. Individual Electric Meter.** Every stall/booth holder in the newly constructed Two-Storey Public Market Building for the Dry Goods Section shall provide their respective Electric Meter at their own expense for their electric consumption in their respective stall/booth by individually applying for electric connection to the Don Orestes Romualdez Electric Cooperative (DORELCO).

*M. P.* *Amor* *De la Cruz* *5* *[Signature]* *[Signature]*



**Section 8. Awarding of Vacant Stall/Booth.** Vacant stall/booth shall be leased to applicants, with priority given to the former or existing stall/booth holders in the old public market building, by filling an application in the Municipal Treasurer's Office. In case of conflict in the choice of stall/booth among the new applicants, the determination of stall/booth shall be determined by a raffle.

**Section 9. Updated Business Permit and Monthly Rental.** Every stall/booth holder/lessee shall renew their Business Permit during the first quarter of every year and shall regularly pay their Rental Fee every month.

**Section 10. Condition for Renewal of Contract of Lease.** Every stall/booth holder/lessee shall not be allowed to renew their contract of lease for the next following year unless all outstanding financial obligations or payables of the lessee to the lessor shall have been fully paid.

**Section 11. Uniform Stall Design.** Every stall/booth holder/lessee in the Second Floor must follow the prescribed technical design and specifications of the stall/booth as prescribed by the Municipal Engineering Office and by the Municipal Treasurer's Office for a uniform stall/booth design.

**Section 12. Assignment of Occupied Stall/Booth.** No person shall sell, offer, or expose for sale any articles in the said two-storey public market building without first having been assigned to a particular stall/booth by the Municipal Treasurer's Office.

**Section 13. Subleasing or Selling of Privilege to Occupy Stall/Booth Prohibited.** No person shall be allowed to sublease to others the stall/booth awarded. Any other person, other than the stall/booth holder/lessee or his representative, who is found subleasing or selling in the stall/booth of the latter shall be prima facie evidence of subleasing and shall subject the stall/booth holder/lessee to outright revocation of his/her lease award.

**Section 14. Duration of Regular Lease.** Any awarded lease of stall/booth shall be for a period of one (1) year renewable contract subject to review, in case of renewal, by the Municipal Treasurer's Office who will determine if the conditions of the lease/award are faithfully complied with by the stall/booth holder/lessee during the one (1) year preceding contract. In case of violation, said stall shall be declared vacant and will be declared available for occupancy to any new qualified applicant.

**Section 15. Death of Lessee and Succession.** Upon the death of the stall/booth holder/lessee, the stall/booth shall be declared ipso facto vacant. However, if the deceased leaves a surviving spouse or legal heir who is not disqualified under the provisions of this Ordinance and who desires to continue the business of the deceased, the lease may be transferred to the deceased's surviving spouse or legal heir if qualified to lease the stall/booth, upon application, provided the Municipal Treasurer's Office shall be notified within a reasonable time about the desire of the heirs to succeed and upon payment of all the necessary rents or fees on the stall/booth that are due at the time of the death of the predecessor.

**Section 16. Non-occupancy of Stall/Booth Other than those Leased to Stall/Booth Holder/Lessee.** No stall/booth holder shall be allowed to occupy a stall/booth more than what is awarded to him/her. The Municipal Treasurer's Office shall see to it that the stalls/booth are all accounted for.

**Section 17. Limitation on Construction and Removal of Structures.** No stall/booth holder/lessee in the newly constructed two-storey public market building shall construct, repair, renovate, or undertake any kind of construction in the stall/booth without first securing a Mayor's Permit from the Office of the Municipal Mayor through the Municipal Treasurer's Office. Stalls/booths constructed/repared or renovated in violation of this section may be summarily removed or destroyed by the Municipal Treasurer's Office.

The bottom of the page contains several handwritten signatures and initials. On the left, there is a large signature that appears to be 'M. M. M.'. Below it is another signature that looks like 'L. A. J.'. In the center, there are initials 'J. S.' and '6'. To the right, there are more signatures, including one that looks like 'M. S.' and another that is more complex and illegible. On the far right, there is a vertical signature that reads 'D. M. M.'.

**Section 18. Absence of Stall/Booth Holder/Lessee.** The absence of the stall/booth holder/lessee for a short duration of time because of illness or other justifiable cause is permissible, provided notice thereof must be given to the Municipal Treasurer's Office or its representative. However, if the stall/booth will be kept closed continuously for a period of more than one (1) month without any justifiable cause whatsoever, the said closure shall be considered as an implied abandonment and surrender by the Lessee of the occupation and lease of the stall/s or booth/s even if the rental of said stall/s or booth/s has been paid continuously, and the Lessor can now lease the aforesaid stall/s or booth/s to another new lessee in accordance to this Ordinance.

**Section 19. Losses of Stall/Booth Holders/Lessees.** The Municipality of Mahaplag shall not be responsible for any loss or damage which stall/booth holders/lessees may incur in the market by reason of fire, theft, or force majeure. Any merchandise, goods, wares, or commodities left in the newly constructed two-storey public market building during closure time shall be at the risk of the stall/booth holders/lessee.

**Section 20. Cleanliness and Sanitation.** The newly constructed two-storey public market building must at all times be kept clean and in good sanitary condition, including the aisles, divisions, stalls, booths, floors, walls, and equipment to safeguard the health and safety of the buying public as well as the owners, vendors, and market personnel. The market building and grounds should at all times be kept free from garbage and trash.

**Section 21. Maintenance Fee for the Use of the Comfort Rooms.** Every person who will use the Comfort Rooms in the second floor of the said two-storey public market building (Dry Goods Section) will be required to pay a Maintenance Fee of Five Pesos (P5.00) per use.

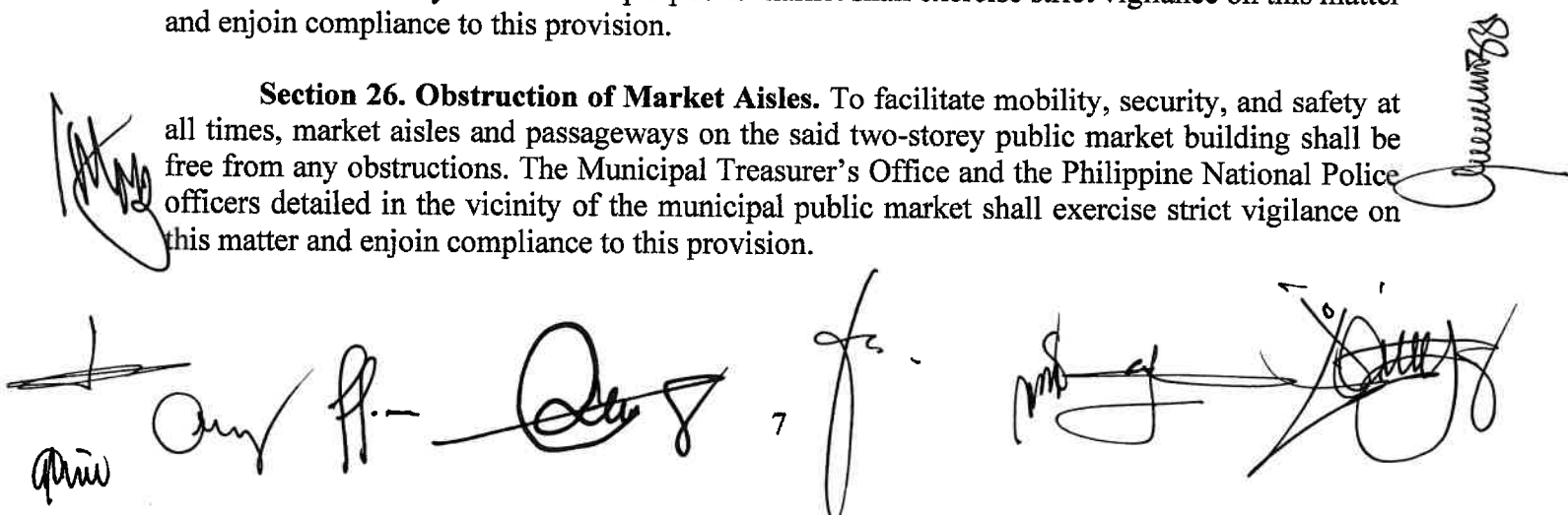
**Section 22. Fiscal Management.** All collection of fees and charges from the operation, management, and administration of the said two-storey public market building (Dry Goods Section) shall be paid to the duly authorized Market Collector of the Municipal Treasurer's Office or directly to the Municipal Treasurer and it shall accrue to the General Fund of the Municipal Local Government Unit of Mahaplag.

**Section 23. Role of Stall/Booth Holders/Vendors.** Individual stall/booth holder/vendors shall keep and maintain their stall/booth in clean and sanitary condition. They shall likewise be responsible for the cleanliness of the passageway, alleys, or spaces immediately in front or behind or by the side of their stall/booth. In cooperation and coordination with the local government authorities and personnel, market vendors and stall/booth holders/lessees shall be responsible for the general cleanliness and sanitation of the public market and its premises.

**Section 24. Stalls, Booths, Tables, and Fixture.** All stalls, booths, or fixtures in the newly constructed two-storey public market building shall be made of or constructed according to the approved plans, specifications, and design by the Municipal Engineering Office.

**Section 25. Nuisance and Disorderly Conduct.** No person within the premises of the entire Mahaplag Public Market shall commit any nuisance or any disorderly conduct, or make any loud or boisterous noises, or use any profane or vulgar language, or obstruct the passageway or do any act which is calculated to lead to a breach of peace and tend to disturb the good order and decorum therein. The Municipal Treasurer's Office and the Philippine National Police officers detailed in the vicinity of the municipal public market shall exercise strict vigilance on this matter and enjoin compliance to this provision.

**Section 26. Obstruction of Market Aisles.** To facilitate mobility, security, and safety at all times, market aisles and passageways on the said two-storey public market building shall be free from any obstructions. The Municipal Treasurer's Office and the Philippine National Police officers detailed in the vicinity of the municipal public market shall exercise strict vigilance on this matter and enjoin compliance to this provision.



**Section 27. Violations of this Ordinance.** Any violation of any provision of this Ordinance by any stall/booth holder/lessee or their representative shall be sufficient cause for the cancellation of their lease contract or the privilege to occupy or lease the stall/booth in the said two-storey public market building.


**Section 28. Separability Clause.** If, for any reason, any item, section or provision of this Ordinance is declared invalid or unconstitutional, the other items, sections or provisions thereof which are not affected thereby shall continue to be in full force and effect.

**Section 29. Repealing Clause.** All ordinances, resolutions, or parts thereof, whose provisions are in conflict with or contrary to the provisions of this ordinance are hereby repealed, amended, or modified accordingly.

**Section 30. Effectivity Clause.** This Ordinance shall take effect after fifteen (15) days from the approval by the Municipal Mayor, its posting in at least three (3) conspicuous and publicly accessible places in the Municipality of Mahaplag for three (3) consecutive weeks, and its publication in the newspaper of general or local circulation, whichever occurs later.


ENACTED on this 19<sup>th</sup> day of August 2024 in Mahaplag, Leyte.

**APPROVED BY THE SANGGUNIANG BAYAN MEMBERS:**

  
**HON. ARLENE O. GIGANTO**  
SB Member

  
**HON. AIDA L. DIZON**  
SB Member

  
**HON. CARMELITO C. ALONZO**  
SB Member

  
**HON. JEFFREY M. RELEVO**  
SB Member

  
**HON. GLENN H. BARTOLINI**  
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**HON. REYNALDO M. KANEN**  
SB Member

  
**HON. HARLIN O. GONZAGA**  
SB Member

  
**HON. OSCAR S. REALES**  
SB Member

**HON. EDGARDO R. CAMASIN**  
President, Liga Ng Mga Barangay


CERTIFIED TRUE AND CORRECT:

  
**ATTY. JASON C. ALONZO**  
Board Secretary V

ATTESTED BY:

  
**HON. MYRA P. SOLIS**  
Municipal Vice Mayor/ Presiding Officer

APPROVED BY:

  
**HON. RONALDO T. LLEVE**  
Municipal Mayor  
Date of Approval:           AUG 19 2024