



Republic of the Philippines
 Province of Zambales
 MUNICIPALITY OF BOTOLAN
OFFICE OF THE SANGGUNIANG BAYAN

EXCERPT FROM THE MINUTES OF THE REGULAR SESSION OF THE SANGGUNIANG BAYAN HELD AT THE MUNICIPAL SESSION HALL, BOTOLAN, ZAMBALES ON THE 18th DAY OF JANUARY, 2023

Present:

| | |
|------------------------------|----------------------------|
| Hon. Doris D. Ladines | Presiding Officer |
| Regular Members | |
| Hon. Nick L. Manzo | SB Member |
| Hon. Angel B. Diesta | SB Member |
| Hon. Dr. Fernando D. Igrobay | SB Member |
| Hon. Arthur R. Daria | SB Member |
| Hon. Marlo Thomas D. Doble | SB Member |
| Hon. Jay T. Dilag | SB Member |
| Hon. Eddie D. Daos | SB Member |
| Hon. Carlos B. Caasi | SB Member |
| Ex-Officio Members | |
| Hon. Garry R. Guevarra | ABC President |
| Hon. Cridian Mark D. Crieta | SK Mun. Fed. Vice Chairman |
| Hon. Ladie M. De Leon | IPMR |

Absent:

None

MUNICIPAL ORDINANCE NO. 04-2023

AN ORDINANCE ENACTING THE MARKET CODE OF THE MUNICIPALITY OF BOTOLAN, ZAMBALES

Be it ordained by the Sangguniang Bayan of Botolan, Zambales that:

ARTICLE 1. GENERAL PROVISIONS

Section 1 – Title – This ordinance shall be known as THE BOTOLAN PEOPLE’S MARKET CODE OF 2023.

Section 2. Coverage.

a. Provisions of this code shall govern the establishment, classification, administration and operation of Botolan People’s Market and the imposition and collection of market rental fees for occupancy thereof.

b. To establish a self-reliant and viable eco enterprises, 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. Public market refers to any place, building or structure of any kind, where people in the community sell and buy goods, materials, food and other commodities, designated as such by the Sangguniang Bayan of Botolan, except public streets, plazas, parks and the like.

b. Market Premises refer to an open space in the compound part of the market lot consisting of bare ground, not covered by the market buildings, usually occupied by transient vendors especially during market days.

- c. Market Stalls refer to any allotted space or booth in the public market where merchandise of any kind are sold or offered for sale.
- d. Market Section refers to a subdivision of the market, housing one class or group of allied goods, commodities or merchandise.
- e. Stall Lessee (also known as stallholder) – refers to the awardees of the lease contract to occupy a market stall or space, with or without booth, inside public market building.
- f. Market Rental Fee – refers to the amount of rental fee for the privilege of occupying or utilizing a market stall or space for commercial activities.

Section 4. Market Sections – for purpose of this Article, the People’s Market of the Municipality of Botolan shall be divided into the following sections:

- 1. **FISH SECTION** – refers to the area where only fresh fish, clams, crabs, seaweeds and other sea foods and marine products are sold.
- 2. **MEAT SECTION** – refers to the area where all kinds of meat such as beef, pork, chicken, and other meat products are sold.
- 3. **DRY GOODS SECTION** – refers to the area where all kinds of textiles, ready-made dresses and toiletries, footwears, kitchen wares, utensils and other household articles, plastics and leather products, school and office supplies are sold.
- 4. **GROCERY & RICE/GRAIN SECTION** – refers to the area where rice and other grain cereals, all kinds of bakery products, confectioneries, beverages/soft drinks, and the like, canned goods, eggs, sausages, starch, salt, soap and other household and food products including native products are sold.
- 5. **FRUITS AND VEGETABLE SECTION** – refers to the area where all kinds of fruits and vegetable including coconut and root crops are being sold.
- 6. **EATERY SECTION** – refers to the area where all kinds of cooked/prepared food are sold. This includes refreshment parlors, cafeterias and kitchenette.
- 7. **GENERAL SERVICES (COMMERCIAL) SECTION** – refers to the area where only drug stores, tailoring shops, barber shops, electronic shops are located.
- 8. **MISCELLANEOUS SECTION** – refers to the area where any other business not classified herein above shall be allowed including firewood, charcoal and other minor facilities. The numbering, designation, or other forms of identifying the market activities shall be the responsibility of the designated Market Administrator.

ARTICLE 2. COLLECTION, ASSESSMENT AND PAYMENT OF STALL RENTALS AND MARKET FEES

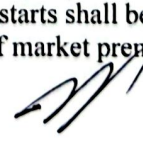
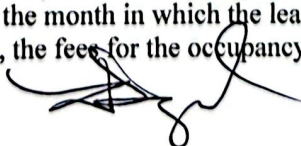
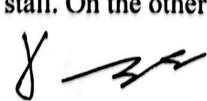
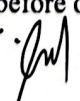
Section 5. Imposition of Fees – there shall be collected the following fees on people’s market:

New People’s Market

- | | |
|--------------------------|--------------------------|
| 1.) Primary Sales Area | ₱ 14.00/square meter/day |
| 2.) Secondary Sales Area | ₱ 13.00/square meter/day |
| 3.) Tertiary Sales Area | ₱ 11.00/square meter/day |

Section 6. Direct and Immediate Supervision on Collections. – The Market Administrator in coordination with the Municipal Treasurers Office (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 7. Time and Manner of Payment – the fees for the rental of market stalls shall be paid to the Municipal Treasurer or his duly authorized representatives every fifth (5th) day of the next month. In case of a new lease, the rental due for the month in which the lease starts shall be paid before occupancy of the stall. On the other hand, the fees for the occupancy of market premises



shall be paid daily, in advance, before any commodity or merchandise is sold within the market premises.

*All vendors must first secure their mayor's and business permits before they are allowed to sell their goods.

Section 8. Issuance of Official Receipts and Cash Tickets

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

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

Section 9. Surcharge for Late or Non-Payment of Fees.

- a. The lessee of a stall, who fails to pay the monthly rental fee within the prescribed period, shall pay a surcharge of 25% of the total rent due. Failure to pay the rental fee for three (3) consecutive months shall cause automatic cancellation of the contract of lease on stalls without prejudice to suing the lessee for the unpaid rents at the expense of the lessee. The stall shall be declared vacant and subject to adjudication
- b. Any person occupying space in the market premises without first paying the fee imposed in this Article shall pay three (3) times as much as the regular rate for the space occupied.
- c. Person occupying more space than what he has paid for shall pay double the regular rate for such space.

ARTICLE 3. STALL ADJUDICATION

Section 10. Vacancy of Stall/Booth; Adjudication to Applicant. – Vacant market stalls/booth shall be adjudicated to qualified applicant in the following manner:

- a. Notice of vacancy of vacant stalls 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 of the market. This notice of vacancy shall be written on cardboard, thick paper or any suitable material and shall be in the following form:

NOTICE OF VACANCY

Notice is hereby given that Stall/Booth No. _____ of the Botolan People's Market is vacant or will be vacated on _____ 20____. Any person, twenty-one (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 Committee. This stall/booth located in the _____ section and is intended for the sale of _____.

MARKET ADMINISTRATOR

b. Application for Lease

1. The application shall be under oath. It shall be submitted to the Office of the Municipal Treasurer by the applicant either in person or through his/her attorney.
2. It shall be the duty of the Municipal Treasurer to keep a register book showing the names and addresses of all applicants for a stall, the number and description of the stall applied for and the date and hour of the receipt by the Municipal Treasurer of each application. It shall also be the duty of the Municipal Treasurer to acknowledge receipt of the application setting forth therein the time and date of receipt thereof.
3. The application shall be substantially in the following form:

APPLICATION TO LEASE MARKET STALL

Municipal Mayor
Botolan, Zambales

Check area:

- | | |
|------------------------------|-----------------------|
| _____ Grocery/Sari Sari | _____ Rice/Corn |
| _____ Dry Goods | _____ Eatery |
| _____ Fruits | _____ Vegetables |
| _____ Local Beverage/Liquor | _____ Marine Products |
| _____ Meat | _____ Dried meat/fish |
| _____ Audio/Video products | _____ Agri Supplies |
| _____ Kakanin | _____ Food cart/kiosk |
| _____ Others (specify) _____ | |

I hereby apply under the CONTRACT OF LEASE of Stall No. (s) _____ at the _____ Section of the Botolan People's Market.

I am _____ years of age, married/single, a citizen of the Republic of the Philippines and residing at Barangay _____, Botolan, Zambales.

Should the abovementioned stall be leased to me in accordance with the market rules and regulations, I will utilize the said stall for

(Nature of Business)

Sincerely yours,

(Signature above printed name of Applicant)

Date: _____

4. Applicants who are Filipino citizens shall have preference in the lease of public market stalls. If on the last day set for filing applications, there is no application from a Filipino citizen, the posting of Notice of Vacancy prescribed above shall be repeated for another ten-day period. If after the expiration of that period there is still no Filipino applicant, the stall affected may be leased to any alien applicant who filed his application first. If there are several alien applicants, the adjudication of the stall shall be made through drawing of lots to be conducted by the Market Committee. In case, there is only one (1) Filipino applicant, the stall applied for shall be adjudicated to him. If there are several Filipino applicants for the same stall, adjudication of the stall shall be made thru drawing of lots to be conducted by the Market Committee on the date and hour specified in the notice. The result of the drawing of lots shall be reported immediately by the Committee to the Municipal Treasurer concerned for appropriate action.

5. The successful applicant shall furnish the Municipal Treasurer two (2 copies) of his picture immediately after the award of the lease. It shall be the duty of the Treasurer

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to affix one (1) copy of the picture to the application and the other copy to the report card kept for that purpose.

- c. Dummies, Sub-lease of Stalls. In any case where the person registered to be the holder or lessee of a stall/s in the public market is found to be in reality not the person who is actually occupying, said stall/s shall be cancelled, if upon investigation such holder be found to have sub-lease his or her stall/s to another person or to have connived with such person so that the latter may, for any reason, be able to occupy the said stall/s.

Section 11. Vacancy of Stall Before Expiration of Lease - Should for any reason, stallholder or lessee discontinue his business before his lease term of the stall expires, such shall be considered vacant, and its occupancy thereafter shall be adjudicated in the manner herein prescribed.

Section 12. The occupant shall provide their own fire extinguisher and electric meter with the supervision of the Municipal Engineer.

Section 13. All related fees such as Municipal Business Permit, BIR Clearance and others shall also be complied by the occupant before he is allowed to occupy the stall/space.

Section 14. Lease Contract Agreement – For every stall awarded, the successful applicant must sign a contract of lease and observe the terms and conditions set forth therein. Documentation shall be at the expense of the lessee. The Contract shall be in the following form:

CONTRACT OF LEASE

KNOW ALL MEN BY THESE PRESENTS:

This CONTRACT OF LEASE made and entered into by and between:

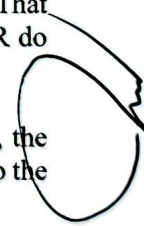
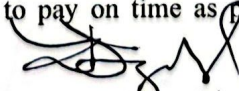
The Municipality of Botolan represented by the Municipal Mayor and in his behalf as Chairman of the Botolan People's Market Committee hereinafter referred to as LESSOR and _____ of legal age, Filipino, single/married/widow resident of _____, Philippines hereinafter referred to as the LESSEE;

WITNESSETH

The Municipality of Botolan, Zambales is the owner of Botolan People's Market, That for and in consideration of the agreement hereinafter stipulated, the herein named LESSOR do hereby lease unto LESSEE, a space/stall/block at the _____ sector.

That under this Ordinance, duly adopted and approved by the Sangguniang Bayan, the Botolan People's Market Committee through raffle conducted for the purpose has awarded to the LESSEE, subject to the following terms and conditions:

1. That the LESSEE shall occupy and engage business therein in accordance with the plans and programs of LESSOR, subject to the legal requirements on business;
2. That by occupying or leasing said space, the LESSEE shall at all times have his/her 2x2 picture and that of his/her helper conveniently framed and displayed conspicuously in the premises to include the business permit;
3. That the LESSEE shall keep the premises in good sanitary condition and comply strictly with all sanitary market rules and regulations now existing or which may hereinafter be promulgated. Any violation thereof maybe subject to cancellation of the lease of contract;
4. That the LESSEE for and in consideration of its occupation shall pay his/her monthly rental, payable on or before every fifth (5th) day of the next month and a 25% surcharge shall be imposed for failure to pay on time as prescribed by existing ordinance;



5. That the LESSEE must be prompt in paying his/her rentals in accordance with this contract, so that failure on the part of the LESSEE to pay his/her monthly rentals or a period of three (3) months, or found to have violated any of the terms and conditions of this contract, will give rise to the right of the LESSOR to **automatically terminate** this contract through the Municipal Mayor upon the recommendation of the Market Committee and open the above-described property to public bidding on the right to occupy;
6. That the LESSEE shall use the leased premises exclusively for the business applied and shall have no right to use the same for dwelling purposes, sleeping quarter, 'BODEGA' or storage and the like;
7. 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;
8. That the LESSEE shall not be allowed to cook, except when using electric appliances and gas stove provided that the LESSEE has his/her own fire extinguisher;
9. There shall be no extension of stall spaces other than those already covered by plans previously approved by the Committee. However, areas utilized as extension for the display of the stallholders goods that do not obstruct the flow of 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 (specify the daily rate) basis imposed on the area concerned in addition to the monthly rentals already imposed on the stalls where extension was made. Extensions that obstruct the free passage of the buying public shall be removed summarily;
10. In case the LESSEE hire helpers, the LESSEE shall nevertheless personally conduct his/her business and be present at the stall. He/She shall promptly notify the market authorities of his/her absence giving the reason, or reasons thereof;
11. Lease contract of the stall/space awarded is strictly non-transferable. If upon investigation the stallholder/lessee have been found to have transferred or sub-leased to anybody, his lease contract shall automatically be terminated or revoked by the Municipal Mayor upon recommendation of the Market Committee and payments made shall not be refunded by the LGU;
12. 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, and any permanent improvements installed therein shall accrue to the Municipal Government;
13. The Municipality shall not be responsible for any loss or damage, which stallholders may incur in the municipal market, by reason of fire, theft or robbery or force majeure. Any person caught stealing or committing any offense in the people's market shall be turned over to the Police and file appropriate legal action/complaint for the prosecution of the offender;
14. Any violation of the foregoing conditions committed by the LESSEE or his/her helpers shall be sufficient cause for the market authorities to cancel this contract;
15. That this contract of lease is good only for three (3) years, and may be renewed if the LESSEE is found to have religiously complied with the terms of this contract;
16. That the LESSOR and LESSEE hereby agree under the covenant to fully comply with the provisions of Ordinance, laws, rules and regulations affecting the operations of the lessee's business/or occupancy in the market. All actions arising from this contract shall be brought and heard by the Botolan People's Market Committee.

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

IN WITNESS WHEREOF, parties have hereunto set their hands this ____ day of _____ 20____ at Botolan, Zambales, Philippines.

MUNICIPALITY OF BOTOLAN

Lessor

Lessee



By:

Mayor

CTC No. _____
Issued at _____
On _____, 20__

CTC No. _____
Issued at _____
On _____, 20__

SIGNED IN THE PRESENCE OF:

- 1. _____
- 2. _____

Republic of the Philippines)
Province of Zambales)s.s.
Municipality of Botolan)

BEFORE ME, Notary Public for and in the Province of Zambales, this _____ day of _____ 20__ personally appeared _____ 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.

NOTARY PUBLIC

Section 15. Stall/Space Vacancy. – A market stall/space is deemed vacant under any of the following conditions:

- a. When it is newly constructed and not yet leased and awarded to qualified applicant.
- b. When it is declared vacant by the Committee 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

Section 16. Effect of Death of Lessee/stallholder – Upon the death of the holder of stall/Lessee, the contract of lease covering the stall shall be deemed terminated. However, the surviving spouse, direct heirs and/or estate of the deceased who desire to continue the lease and business of the deceased may apply and the lease may be then transferred to the qualified legal heir applicant; provided that the Committee be notified within thirty (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 17. Idle or Inactive Stalls. – Any stall/space that shall be idle for one (1) month or 30 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 18. Losses of Stallholders. – The Municipality shall not be responsible for any loss or damage, which stallholders may incur in the municipal market, by reason of fire, theft or robbery or force majeure. Any person caught stealing or committing any offense in the people’s market shall be turned over to the Police and file appropriate legal action/complaint for the prosecution of the offender.

Section 19. Extension of Stall Spaces. – There shall be no extension of stall spaces other than those already covered by plans previously approved by the Committee. However, areas utilized

as extension for the display of the stallholders goods that do not obstruct the flow of 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 (specify the daily rate) basis imposed on the area concerned in addition to the monthly rentals already imposed on the stalls where extension was made. Extensions that obstruct the free passage of the buying public shall be removed summarily. The Market Administrator must see to it that appropriate boundary makings shall be made to monitor and effectively implement the extension of stall charging.

ARTICLE 4 – THE BOTOLAN PEOPLE’S MARKET COMMITTEE

Section 20 – Creation – For the attainment of the objectives enunciated by this Code, a Body is hereby created which shall henceforth be known as the Botolan People’s Market Committee.

Section 21– Composition – The Committee shall be composed of the following:

- Municipal Mayor - Chairperson
- SB Member on Market, Trade and Industry – Vice-Chairperson
- SB Member on Ethics - Member
- SB Member on Appropriations - Member
- Municipal Treasurer - Member
- Market Administrator - Member
- Business Permit and Licensing Officer- Member
- President of Market Vendors Association - Member
- Local Price Monitoring Council – Member
- Municipal Agriculturist – Member

Section 22. – Power and Functions

The Committee shall:

- a. Conduct the drawing of lots and opening of bids in connection with adjudication of vacant or newly constructed stalls in the municipal market.
- b. To formulate policies, rules and regulations covering the stall and stallholders, market premises including its hygiene and sanitation.
- c. To define or group by sections the kind or class of similar commodities or articles for easy marketing.
- d. To appraise or impose the rental and other market fees and charges on permanent/ temporary stall.
- e. To sponsor the passing and adoption of the rules and regulations and ordinances in the Sangguniang Bayan for the efficient administration of the Botolan People’s Market.
- f. To impose, enforce and implement the rules and regulations and ordinances passed and approved by the Sangguniang Bayan.

Section 23. Term of Office. All members of the Botolan People’s Market Committee shall hold office for the duration of the terms of the office to which they were elected or appointed. In case of the SB representative, he shall hold office for as long as he is still the Chairperson of the respective SB Committee, which he head.

ARTICLE 5. SUPERVISION, ADMINISTRATION & ENFORCEMENT OF RULES AND REGULATIONS

Section 24. General Supervision and 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 ordinances pertaining thereto.

Section 25. 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

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and who shall enforce all ordinances and regulations in all matter relative to the operations of the public market. In the absence of the Market Administrator, an Assistant Market Administrator will perform the functions of the former. Hence, there is a need to create items for Market Administrator and Assistant Market Administrator.

Section 26. 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 Committee the proper actions to be taken;
- c. Supervise, 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;

ARTICLE 6. MARKET RULES AND REGULATIONS

Section 27. 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 28. Coverage. These market rules and regulations shall apply to all employees of the market, market vendors and general public who do business inside the public market.

Section 29. 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. All market vendors engaged in the business of food handling shall secure an annual sanitary permit and a health certificate ID in addition thereto. Food handlers are also required to secure Health Certificate. Failure to secure these permits shall mean automatic closure of the establishment.

Section 30. 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.
- 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.
- e. Utilizing any of the stalls or market spaces as residence or living quarters.
- f. Littering, vandalism and improper use of comfort rooms and non-observance of cleanliness and orderliness.
- g. Selling or transferring the privilege to lease the stalls or spaces or permitting another person to conduct business therein.
- h. Operation of Videoke machines and the like.

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- i. Display and selling of illegal products/items.
- j. Illegal electrical tapping.
- k. Cooking, except for those using electric appliances and gas stove provided that they have their own fire extinguishers.

Section 31. Obligatory Duties and Responsibilities of the Market Vendors.

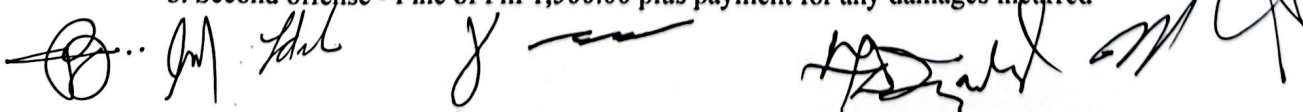
- a. To have his/her picture conveniently framed and hung up conspicuously in the stall.
- b. To secure business permit and have it renewed upon expiration. The same must be conspicuously displayed at his/her stall for ready inspection.
- c. To keep his/her stall in good sanitary condition at all times, by having a 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 32. Miscellaneous Provisions. The following provisions shall be observed as added policies and guidelines in the implementation of this Ordinance.

- a. In the disposition of the stalls, priority shall be given to the residents of Botolan;
- b. No person shall be allowed to avail more than two (2) stalls of the SAME CLASSIFICATION;
- c. Stall holders are responsible for the payment of electric bills of their respective stalls;
- d. Stall holders selling alcoholic beverages are only allowed to sell. Drinking alcoholic beverages and intoxicating liquors are not allowed in the market premises;
- e. Stall holders are not allowed to sleep in their respective stalls;
- f. Food handlers/servers/waiters/waitresses shall secure health certificates from the Municipal Health Officer;
- g. The people's market shall be opened for sale of articles permitted for sale therein from 3:00 o'clock in the morning until 8:00 o'clock in the evening everyday. Persons caught violating the provision on market hours and prohibition on the use of stalls as living rooms and sleeping quarters shall cause the contract of the stall holder to be terminated;
- h. Stall holders are not allowed to remove, construct and alter the original structure of any stall, electrical wiring or water connection without prior permit from the Market Administrator and approved by the Municipal Mayor.
- i. The Sangguniang Bayan shall enact a traffic ordinance which shall determine the proper places of parking, loading and unloading of delivery trucks, jeepneys, tricycles and other public utility and private vehicles to ensure peace and order within the market.

Section 33. Sanctions and Penalties for Violation. – Violations 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 offense - Fine of PhP1,000.00 plus payment for any damages incurred
- b. Second offense - Fine of PhP1,500.00 plus payment for any damages incurred



c. Third offense - Fine of PhP2,500.00 plus revocation of permit and termination of lease contract.

Section 34. 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 Committee. For the effective monitoring, the Market Inspector shall always keep an updated vendor's conduct record, noted by the Market Administrator where all violations will be recorded for ready reference.

Section 35. Separability Clause – If, for any reason, any provision, section 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 which shall continue to be enforce and effect.


Section 36. Repealing Clause – All ordinances, rules and regulations, or part thereof, in conflict with, or inconsistent with any provisions of this code are hereby repealed or modified accordingly.

Section 37. Effectivity – This code shall take effect upon approval.

ENACTED this 18th day of January, 2023 in Botolan, Zambales.

APPROVED UNANIMOUSLY.

I hereby certify to the correctness of the foregoing ordinance.

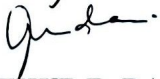

GLADYS D. DE VERA
Secretary to the Sanggunian

ATTESTED:


NICK L. MANZO
SB Member



ANGEL B. DIESTA
SB Member


DR. FERNANDO D. IGROBAY
SB Member



ARTHUR R. DARIA
SB Member


MARLO THOMAS D. DOBLE
SB Member


JAY T. DILAG
SB Member


EDDIE D. DAOS
SB Member


CARLOS B. CAASI
SB Member

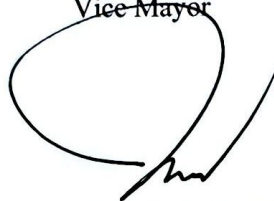

GARRY R. GUEVARRA
ABC President


CRIDIAN MARK D. CRIETA
SK Mun. Fed.V- Chairman



LADIE M. DE LEON
IPMR

DORIS D. LADINES
Vice Mayor



JUN OMAR C. EBDANE
Municipal Mayor

APPROVED: