



Republic of the Philippines
PROVINCE OF NEGROS OCCIDENTAL
OFFICE OF THE SANGGUNIANG PANLALAWIGAN
South Wing, Provincial Capitol Building
South Capitol Road, Bacolod City, Negros Occidental 6100
Tel. Nos. 435-7698 * 433-4894 * 707-8075

EXCERPT FROM THE MINUTES OF THE REGULAR SESSION OF THE SANGGUNIANG PANLALAWIGAN OF THE PROVINCE OF NEGROS OCCIDENTAL HELD IN THE CITY OF BACOLOD ON THE 22ND DAY OF FEBRUARY, 2022

PRESENT:

Hon. Jeffrey P. Ferrer	Vice Governor/Presiding Officer
Hon. Rommel T. Debulgado	Member - 1 st District
Hon. Araceli T. Somosa	Member - 1 st District
Hon. Sixto Teofilo Roxas V. Guanzon, Jr.	Member - 2 nd District
Hon. Samson C. Mirhan	Member - 2 nd District
Hon. Manuel Frederick O. Ko	Member - 3 rd District
Hon. Andrew Gerard L. Montelibano	Member - 3 rd District
Hon. Jose Benito A. Alonso	Member - 4 th District
Hon. Victor B. Javellana	Member - 4 th District
Hon. Agustin Ernesto G. Bascon	Member - 5 th District
Hon. Rita Angela S. Gatuslao	Member - 5 th District
Hon. Valentino Miguel J. Alonso	Member - 6 th District
Hon. Jeffrey T. Tubola	Member - 6 th District
Hon. Juvy A. Pepello	Member - ABC Rep.
Hon. Ryan Milos Romeo M. Gamboa	Member - PCL Rep.
Hon. Pocholo C. Yuvienco	Member - SK Rep.

ABSENT: None

ORDINANCE NO. 003
Series of 2022

AN ORDINANCE PRESCRIBING THE ADMINISTRATION AND OPERATION OF THE FOOD TERMINAL MARKET OF OCCIDENTAL NEGROS (FTMON) AND THE IMPOSITION AND COLLECTION OF RENTAL FEES FOR OCCUPANCY THEREOF

WHEREAS, this Ordinance shall govern the establishment, classification, administration and operation of Food Terminal Market of Occidental Negros (FTMON) and the imposition and collection of rental fees for occupancy thereof.

WHEREAS, the facility is constructed to put more commercial areas in order for the enterprise to be self-reliant and viable:

WHEREAS, Section 17 of R.A. 7160 mandates the Province of Negros Occidental as a local government unit to endeavor to be self-reliant and to exercise such other powers and discharge such other functions and responsibilities as are necessary, appropriate, or incidental to the efficient and effective provision of basic services and facilities;

WHEREAS, Section 18 of R.A. 7160 provides among others that in the furtherance of its governmental and proprietary powers and in ensuring its development into a self-reliant community and an active participant in the attainment of national goals, the Province is likewise empowered to create its own sources of revenue and to levy taxes, fees and charges which shall accrue exclusively for its own use and disposition;

NOW THEREFORE, on motion of Hon. Rommel T. Debulgado, duly seconded by Hon. Jeffrey T. Tubola and Hon. Ryan Milos Romeo M. Gamboa,

see
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(Page 2 of Ord. No. 003, Series of 2022)

Be it enacted by the Sangguniang Panlalawigan in session assembled, that:

Section 1. TITLE - This Ordinance shall be known as “**AN ORDINANCE PRESCRIBING THE ADMINISTRATION AND OPERATION OF THE FOOD TERMINAL MARKET OF OCCIDENTAL NEGROS (FTMON) AND THE IMPOSITION AND COLLECTION OF RENTAL FEES FOR OCCUPANCY THEREOF**”

Section 2. SCOPE AND APPLICATION. – This Ordinance shall govern the administration/ supervision and operation of the FTMON and the collection of and accounting for all fees, charges, and other impositions thereof.

Section 3. DEFINITION OF TERMS

A. Province -shall refer to the Provincial Government of Negros Occidental.

B. Food Terminal Market of Occidental Negros (FTMON) – shall refer to the Province owned multi-purpose Public Market located at North Capitol Road and San Juan Street, Bacolod City

C. Fee – shall mean a charged fixed by law or ordinance for the regulation or inspection of a business or activity.

D. Charges – shall refer to pecuniary liability as rents or fees against persons or property.

E. Cold Storage – refers to a place where perishable goods are stored and preserved.

F. Market Fee – refers to the regulatory fees collected daily for the use of the Local Government Unit (LGU) owned stalls/spaces.

G. Lease - refers to a written agreement through which the Province 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.

H. 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 Province.

I. Lessor – refers to the Province who transfers, conveys and assigns the temporary possession and occupancy of any real property or any portion thereof, for specified rental and period by an agreement or contract of lease.

J. Market Committee – shall refer to the PGNO committee created in this Ordinance whose task is to govern and oversee the award and occupancy of Market Stalls.

K. Market Premises – refers to any space in the FTMON compound.



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(Page 3 of Ord. No. 003, Series of 2022)

L. Market sections – refers to classified stalls and spaces selling the same nature and kind of goods and services in a specified area.

i. Fish Section– Fresh/ frozen fish, clams, oysters, crabs. Lobsters, shrimps, seaweeds, and other seafood and marine products.

ii. Meat and Poultry Section– shall refer to all kinds of meat and, chicken, ducks and birds in dressed forms.

iii. Fruits and Vegetables Section – All kinds of vegetables and fruits, root crops, such as camote, cassava and the like.

iv. Dry Goods Section– refers to all kinds of textiles, ready made dresses and apparels, toiletries, novelties, shoes, laces, kitchen wares, utensils and other household articles, handbags and supplies of the same nature.

M. Bagsakan Area – refers to an open area, which serves as a service landing area for goods delivered in bulk by suppliers and producers for wholesale purposes.

N. Tulahan/Food Court Area – shall refer to the public eating-place, where food and beverages are served and sold.

O. Meeting/Function Room/s – shall refer to sections in the FTMON to be used for official or formal social gatherings and occasions.

P. Market stalls – refers to any specified and assigned area or booth in the public market where merchandises or services are sold or offered.

Q. 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.

R. Support facilities – refers to service areas 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, trading posts.

Section 4. SANITATION

A. Cleanliness and Sanitation. – The FTMON must at all times be disinfected and kept clean and in sanitary condition to safeguard the health and safety of the buying public, as well as the stall owners, vendors and market personnel. Facilities for disinfection, especially against COVID-19, and sanitation and maintenance such as cleaning and elimination of harborage of vermin shall be provided.

B. Disinfection and Sanitation Unit. – Adequate personnel shall be provided to ensure the maintenance of cleanliness and sanitation within the FTMON and its premises.



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(Page 4 of Ord. No. 003, Series of 2022)

- C. Responsibility of Individual Stall Owners/Vendors.**- Individual stall owners/vendors shall keep and maintain their stalls in clean and sanitary condition; they shall likewise be responsible for the cleanliness of the passageways, alleys or spaces immediately in front, behind or beside their stalls. Together with local market authorities and personnel market vendors and stall owners shall be responsible for the general cleanliness and sanitation of the public market and premises.
- D. Facilities and Sanitation.** – There shall be proper and adequate drainage and sewage system in the FTMON to ensure cleanliness and sanitation. Appropriate facilities to prevent viral spread and transmission shall be installed.
- E. Water and Drinking Facilities.**- The FTMON shall have available ample water for cleaning. There shall be separate drinking facilities to prevent contamination.
- F. Public Toilets.** – Public toilets with adequate lavatories, at least one for men and women, shall be provided and installed in strict conformity with the Sanitation Code and the same shall be kept clean and sanitary at all times.
- G. Garbage Receptacles.** – The FTMON shall be provided with large garbage receptacles of fly-and-rat-proof type for the collection of all the garbage and rubbish in the market and its premises. In addition, an adequate number of garbage cans shall be placed at strategic places for the garbage and rubbish of the buyers, ambulant vendors and public market personnel. Likewise all stall owners and vendors shall be required to have individual garbage cans with corresponding markings (biodegradable, non-biodegradable.) All garbage receptacles must be properly covered to keep them from becoming the breeding places of flies, mice, rats, mosquitoes, and other insects.
- H. Disposal of Garbage**– It shall be the responsibility of the individual stall owners and vendors to dispose of their garbage at the end of each day by placing them in the receptacle referred to in Section 2(G) hereof. However, the disposal of the garbage of the buying public and market personnel shall be the responsibility of the market personnel. The waste dumping area of disposed garbage shall be located at convenient places accessible to garbage collectors/trucks. Solid waste accumulated at each stall shall be transferred to the central dumping area to facilitate efficient solid waste management.
- I. Time for Collection and Disposal of Garbage**– All the garbage and rubbish of the FTMON must be collected and disposed at appropriate schedules to be determined by the local market authorities.
- J. Meat and Chicken Products**– All meat and meat products shall be inspected pursuant to existing laws and local ordinances.



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(Page 5 of Ord. No. 003, Series of 2022)

- K. Sale of Marine Products** – Only Freshly caught fish and marine products or dried, salted, smoked, or fermented fish, and marine products, which are safe for consumption, shall be sold. Fish and other marine products caught in areas contaminated by toxic substances or high in mercury count as determined by the Department of Health (DOH) through the Bureau of Food and Drug (BFAD) in coordination with the Bureau of Fisheries and Aquatic Resources (BFAR), shall be condemned and shall not be allowed for sale.
- L. Protection and Prevention of Food Contamination** – All kinds of food which require no further cooking shall be wrapped, covered or enclosed in containers to preserve their freshness and prevent contamination.

Section 5. SERVICE AREAS/FACILITIES

- A. Service Areas.**- Storage facilities and other support and auxiliary market facilities, such as those intended for ice and cold storage, shall be appropriately situated to facilitate efficient storage and distribution of ice and perishable goods delivered to the market.
- B. Parking Spaces.**- Ample parking space shall be provided within the vicinity of the public market.
- C. Ramps and Stairways.**- Ramps shall be placed in strategic, visible locations near the approach points to the market structure and shall conform to the provisions, of the existing accessibility law which requires building, institutions, establishments and public utilities to install facilities and devices to enhance the mobility of disabled persons. Regular stairways shall complement the ramps installed in the market.
- D. Market Aisles.** – To facilitate mobility, security and safety at all times, market aisles shall be free from any obstruction. Market officials and personnel and policemen detailed in the vicinity of the public market shall exercise strict vigilance on this matter and enjoin strict compliance with this provision.

Section 6. AWARD AND OCCUPANCY OF STALLS

- A. Award, How Made.** – Award of adjudication of newly constructed or vacant stall shall be made pursuant to the provision of this Code.
- B. Market Committee.** – The Bids and Awards Committee of the Province of Negros Occidental is hereby designated as the FTMON Market Committee whose duties shall be to qualify prospective stall/area applicants, conduct the bidding and opening of proposals in connection with the adjudication of newly constructed or vacant stalls or areas in the FTMON as prescribed herein, and to certify to the Provincial Governor the results thereof.
- C. Qualifications of Stall/Area Applicants.** – Prospective lessees of any FTMON stall/area shall possess the following qualifications:
- a. Must be a Filipino Citizen

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(Page 6 of Ord. No. 003, Series of 2022)

- b. Must have no derogatory records of delinquency at the time of the application of stall/area occupancy
- c. Must be a taxpayer in good standing with the Province
- d. Must be of good moral character

Residents of the component cities and municipalities of the Province shall be given preference in the occupancy or lease of stalls/areas over non-resident applicants at the time of the awarding of stalls.

D. Stall/Area Vacancy – Market stalls/areas shall be deemed vacant under any of the following circumstance:

- a. When it is newly constructed
- b. When it is declared vacant by the Province for the following circumstances:
 - i. Abandonment by the lessee-occupant
 - ii. Violation of the terms and conditions of the contract of lease
 - iii. Voluntary surrender by the Lessee of the leased premises

E. Adjudication of Vacant Stalls to Applicants. – Vacant stalls shall be leased to applicants in the following manner:

- a. A notice of vacancy of the commercial areas/stalls shall be posted at the Provincial Capitol and the Administration Office of the FTMON for a period of not less than ten (10) days prior to the date of actual award to qualified applicants to apprise the public of the fact that such areas/stalls are vacant and available for lease.

The Notice of Vacancy shall be in the form prescribed in Annex A of this Ordinance.

- b. Prospective lessees shall submit duly accomplished Application to Lease Forms in three (3) copies, together with the official receipt of the Application Fee to the Administration Office of the FTMON.

In addition to the aforementioned requirements, prospective lessees shall offer a Goodwill Fee as provided under Section 6, subsection (F) of this Ordinance.

- c. Application to Lease Forms shall be available for purchase at the Provincial Treasurer's Office. There shall be one (1) application form for every area/stall intended to be leased by the applicant.

The Application to Lease shall be in the form prescribed in Annex B of this IRR

An application fee shall be collected by the Provincial Treasurer's Office for every application to lease form procured in the amount of Five Hundred Pesos (P500.00).



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(Page 7 of Ord. No. 003, Series of 2022)

- a. It shall be the duty of the Administration Office of the FTMON to keep a registry book showing the names and addresses of all applicants for vacant commercial block/stalls, the description of the block/stall applied for by them, and the date and hour of receipt of each application.
 - b. Thereafter, Applications to Lease received by the Administration Office shall be forwarded to the FTMON Market Committee for evaluation and determination of the winning bidder.
 - c. The winning bidder shall furnish the Administration Office of the FTMON two (2) copies of his 1×1 ID pictures immediately after the award of the lease. It shall be the duty of the Administration Office to affix one (1) copy of the picture to the application and the other copy to the record card kept for that purpose.
- F. Goodwill Fee.** –Notwithstanding the provisions of Section 6, Paragraph 2 of Subsection (C) of this Ordinance, the area/stall shall be awarded to the applicant who offered the highest goodwill fee. The minimum goodwill fee is fixed at One Thousand Pesos (₱1,000.00) per square meter.
- If a prospective lessee is declared the winning bidder, the goodwill fee shall be due and payable within ten (10) ten working days, reckoned from the date of receipt of the notice of award. Failure to pay the full amount of the goodwill fee within ten (10) workings days will result to the disqualification and blacklisting of the winning bidder. The right to lease the area/stall shall be awarded to the next highest bidder, subject to compliance of the required payment for goodwill fee.
- G. Failure of Bidding.** - There shall be a failure of bidding in case no bid is tendered by any applicant. Another bidding shall be set by the FTMON Market Committee as provided under Section 6, Subsection (E) of this Ordinance.
- H. Tie-breaking Method** - In case of a tie in bid proposals, the tie shall be broken through drawing of lots.
- I. Finality of the Award.** - The decision of the Province to whom the area/stalls shall be awarded shall be final.
- J. Effect of Death of Lessee.** – Upon the death of the holder of a stall/area, the contract of lease covering said stall shall be deemed terminated. However, if the deceased leaves a surviving spouse or legal heirs who are not disqualified under the provisions of this Code, and who desire to continue the business of the deceased, the lease may be transferred to the spouse of the deceased or legal heirs upon application therefor. Provided, that the Market Committee shall be notified within (30) days after the death of the original Lessee to the desire of the spouse or legal heirs to succeed and upon payment of all necessary rents or lease due at the time of death of the original lessee.



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(Page 8 of Ord. No. 003, Series of 2022)

- K. Subleasing or Selling Privilege Not Allowed.** – No awardee shall sublet or sublease the stall so awarded nor shall any privilege acquired be sold. If any person other than the stallholder is found selling in the latter's stall, this shall be considered prima facie evidence of subleasing and the stallholders shall be subjected to outright revocation of his lease award.
- L. Limit on Number of Stalls Awarded.**– No person shall be allowed to lease more than one stall: Provided, that it shall be a violation of this section for more than one member of a family consisting of the father, mother, sons and daughters to hold stalls in the public market unless these sons and daughters are already living by themselves and independently of their parents.
- M. Duration of Lease.** – The duration of lease of a market stall in the public market shall not exceed three (3) years, renewable at the discretion of the Province.
- N. Revocation of Lease.**- The lease contract of stallholders may be revoked for failure to comply with the provisions of this Code and/or the contract of lease, or failure to pay rentals for three(3) months.

Section 7. UNSOLICITED PROPOSAL. – Aside from the provisions of the last preceding rule, the Province reserves the right to accept unsolicited proposals from qualified applicants for the lease of vacant commercial blocks/stalls. The terms of the unsolicited proposal should be advantageous to the Provincial Government of Negros Occidental and preferably indicate therein a rental rate higher than the prevailing market rate or the rental rates fixed by the Province under this Ordinance.

- A. Guidelines for Unsolicited Proposals** – unsolicited proposals shall be subject to the following guidelines:
- a. Any prospective lessee qualified under Section 6, Subsection (C) of this Ordinance can submit an unsolicited proposal to the Office of the Governor through the FTMON Market Committee subject to the following conditions:
 - i. The terms thereof are advantageous to the Province of Negros Occidental;
 - ii. It involves a business that will contribute to the economic development of the Province; and
 - iii. No direct government guarantee, subsidy or equity is required.
 - b. The FTMON Market Committee may decline an unsolicited proposal outright for noncompliance with the aforementioned conditions.
 - c. In case the Province receives more than one unsolicited proposal with identical or similarly advantageous terms for the same area/stall, the FTMON Market Committee may reject all such proposals and instead, bid out the area/block in accordance with Section 6, Subsection (C) of this Ordinance.



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(Page 9 of Ord. No. 003, Series of 2022)

- d. If the FTMON Market Committee decides that the unsolicited proposal is meritorious, it shall inform the proponent of such and shall invite comparative or competitive proposals through the posting of notices at the Provincial Capitol and at the Administration Office of the FTMON for a period of fifteen (15) calendar days.
- e. If the Province does not receive a valid comparative or competitive proposal within the 15-day period, then the right to lease the commercial stall/area shall be immediately awarded to the original proponent.
- f. If there is a comparative price proposal better than that submitted by the original proponent, then the latter shall have the right to match such proposal within ten (10) calendar days from receipt of a notification regarding the result of the competitive bid.
- g. If the original proponent fails to match the comparative proposal within the 10-day period, the right to lease the commercial stall/block shall be awarded to the comparative proponent.

Section 8. RATES, RENTAL FEES AND CHARGES.

Payment rental fees and charges shall be exclusively collected by the Provincial Treasurer's Office on a daily basis. Subject to competitive market pricing, there shall be a rate on charges, rents and fees on the occupancy of stalls, but in no case lower than the following:

A. Market Stalls

	No. of Units	Area (in sq.m.)	Rate/unit/day
Fish Section	24	4	P200.00
Fruit & Vegetables	16	6	P300.00
Meat & Poultry Section*	7	5.4	P300.00
Dry Goods Section*	8	12	P600.00

* Individual sub-meter shall be installed for electricity and water on the account of the lessee.

B. Bagsakan Area

a. Bagsakan Bay Rental(10 bays available at an ave. of 84sq.m.)

Regular season	P1,400/day/bay
Off season	P1,000/day/bay*

* The off-season rate is based on the Department of Agriculture-Bureau of Fisheries and Aquatic Resources (DA-BFAR) imposition of a **three-month fishing ban** in the Visayan Sea.

b. Stall Rental – 3 units available at an average of 12sq.m./stall - **P300.00/stall**



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(Page 10 of Ord. No. 003, Series of 2022)

C. Tulahan (Food Court Area)

	No. of Units	Area (in sq.m.)	Rate/unit/day
Rentable Kitchen	13	30	P 600.00*
Vending Kiosk	15	1.5	100.00*
Rentable Storage	14	2.3	50.00

*Inclusive of CUSA fee of use and maintenance of the common seating structure, restrooms, and parking spaces.

*On the 2nd year, a charge of 5% on daily gross receipts will be imposed to the lessee of the Rentable Kitchens and through POS (Point of Sale) System

D. Function Rooms

Capacity	No. of Units	Rate/unit/8 Hours	Rate in Excess of 8 hours on a per hour basis
60 pax	1	P3,000.00	P500.00
48 pax	5	P2,500.00	P400.00
24 pax	4	P1,600.00	P200.00
18 pax	2	P1,000.00	P150.00

*In cases where customers would like to dine in the vacant function rooms, an additional charge of 7% on the bill will be charged to the customer for usage of the air-conditioned rooms on the 2nd level function hall (common use) areas.

E. Inclusions and Terms on Meeting and Function Rooms- Rental payment for the venue includes use of Internet Service, Tables and Chairs payable to the Provincial Treasurer's Office. For private functions, a reservation fee of 50% of the rental payment shall be deposited by the customer. The usual accounting procedure of refund shall be followed.

Cancellation of Events- A notice of cancellation is required at least 14 days before the scheduled booking. Rescheduling is allowed within the calendar year subject to availability of the venue. A 10% fee shall be imposed for cancelled events.

F. Rental Adjustments of Functions Rooms - The Market Committee may recommend to the Sangguniang Panlalawigan to adjust rates during off season or in the event of low rental activity. Rental of function rooms which may be temporary, may be substituted by special/promotional prices ordinance but not lower than 50% of prescribed rates herein and shall cover a specified period only. No Smoking policy is enforced on all meeting and function room areas.

The individual/company shall be responsible for any damages made to the meeting and function room during the stay or function and the corresponding repair charges shall be billed accordingly to the value of damages.



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(Page 11 of Ord. No. 003, Series of 2022)

G. Rates, Fees and Charges- All rates, fees and charges rates prescribed herein shall increase at the rate of 5% every year from the date of effectivity if this ordinance. Electricity, water and LPG shall be provided to the lessee with a fee.

Section 9. SUPERVISION, ADMINISTRATION & ENFORCEMENT OF RULES AND REGULATIONS

- A. General Supervision and Control** - The Provincial Governor shall exercise general supervision, administration and control over the operations of the FTMON 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.
- B. Immediate and Direct Supervision.** – The Economic Enterprise Development Department Head shall be the Market Administrator who shall exercise immediate and direct supervision and control over the operation of FTMON and who shall enforce all ordinances and regulations in all matter relative to the operations of the public market.
- C. Duties and Functions** – The Market Administrator shall:
- a. Implement and execute the plans and policies of the Honorable Governor and this Ordinance in the operation of the FTMON 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 Honorable Governor 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 Provincial Treasurer on matters of collection and imposition of fees and charges;
 - e. Recommend to the Provincial Governor the creation of necessary positions in the public market for effective and efficient delivery of the needed services in its operation;
 - f. To submit a Monthly Report to the Provincial Governor on the market operations for evaluation and appropriate action.

Section 10. MARKET RULES AND REGULATIONS



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(Page 12 of Ord. No. 003, Series of 2022)

A. Enforcement of Rules and Regulations – The Provincial Governor through the Market Administrator shall have the authority to enforce and implement these market rules and regulations.

B. Coverage - These market rules and regulations shall apply to all employees of the market, market stall/area operators and vendors, and general public who do business inside the public market.

C. 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, and a follow-up medical examination every six (6) months. Failure to secure these permits shall mean automatic closure of the establishment.

E. Obligatory Duties and Responsibilities of the Stall/Area Lessees. Only winning bidders are granted the privileges by virtue of a lease contract to occupy and operate a particular stall or space and as such each lessee is bound to comply the following:

- a. To display his/her business permit and have his/her picture conveniently framed and hung up conspicuously in the stall ready for inspection;
- b. To secure an annual sanitary permit and a health certificate ID for vendors who are engaged in the business of food handling and a follow-up medical examination every six (6) months or as per requirement of the Department of Health;
- c. To provide fire extinguisher and another kitchen safety equipment that the lessor may later require;
- d. To provide garbage cans or receptacle for waste segregation and Maintain cleanliness and good sanitary condition at all times;
- e. To pay promptly without demand the rental fee, market dues and other fees at the market office on or before due dates as specified in the Lease of Contract.
- f. To install store signages with materials and measurements specified by the Provincial Engineer's Office;
- g. To exercise the diligence of a good father of family to secure his goods and properties inside his leased stall and absolves the Food Terminal Market of Negros Occidental the responsibility of any loss or damage, by reason of fire, theft or robbery or force majeure.

G. 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 Provincial Legal Office. 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.



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(Page 13 of Ord. No. 003, Series of 2022)

Section 11. PROHIBITED ACTS IN THE CONDUCT OF BUSINESS

- a. Occupation of the stall without business permit is strictly not allowed;
- b. Selling of goods not in a designated or assigned areas and/or selling of illegal goods or items;
- c. Unauthorized making of extensions of stalls beyond leased areas and/or utilizing pathways for display of goods;
- d. Short weighing and false measuring including tampering of standard weights and measures;
- e. Bringing in motorcycles, bicycles, pushcarts and the like inside the Food Terminal compound except in any designated areas;
- f. Utilizing any of the stalls or market spaces as residence or living quarters;
- g. Littering, vandalism and improper use of comfort rooms and non-observance of cleanliness and orderliness;
- h. To sub-lease or transfer the privilege to lease the stalls or spaces or permitting another person to conduct business therein who is not the lessor.
- i. Construction of permanent extension of stall spaces is not allowed other than those already covered by plans previously approved by the enterprise. Any extensions that obstruct the free passage of the buying public shall be removed summarily. The Market Supervisor must see to it that appropriate boundary makings shall be made to monitor and effectively implement this provision.
- j. Unauthorized/ illegal transactions from transient vendors and ambulant salesmen shall be prohibited.

Section 12. SANCTIONS AND PENALTIES FOR VIOLATION.

Commission of any of the acts mentioned in Section 8 hereof, and violations of any of the 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 PhP1,000.00
- b. Second violation - Fine of PhP1,500.00
- c. Third violation - Fine of PhP2,000.00 and revocation of permit and termination of lease contract.
- d. Failure to pay his rental fees for a period of 3 months is a ground for the termination of lease as specified in the Lease of Contract

A. 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 Supervisor. In case of the revocation of permit or termination of lease, the hearing shall be investigated and heard by the Provincial Legal Office.

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



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Tel. Nos. 435-7698 * 433-4894 * 707-8075

(Page 14 of Ord. No. 003, Series of 2022)

Section 13. GENERAL PROVISIONS

The following provisions govern the management of the Food Terminal Market of Occidental Negros:

Vendors Association and/ or Cooperatives- The EEDD recognizes the need of the vendors to form their own association/cooperatives as such the former will recognize only one legitimate organization of the lessors to represent their cause to the former to rationalize and integrate their diverse interests and serve as a forum for the market management to relate to in resolving operational problem and to foster a more functional relationship in the administration of the Food Terminal.

For a vendor's association to be recognized by the market management, such association shall comply with the following requirements:

- a) There shall be only one (1) association or cooperative in the Food Terminal Market;
- b) The association/cooperative shall secure a certificate of recognition from the Food Terminal Market;
- c) The association/cooperative pledges to abide with the rules and regulations prescribed by the Ordinance and with other supplementing instructions of the market management approved by the Governor.

To enable the vendors association/cooperative to exercise and demonstrate their sense of social responsibility and to provide them with the opportunity to participate to a certain extent in the management of the facilities of the public market in which they are situated, the Food Terminal Market may define the areas of management participation and enter into a memorandum of agreement with the vendors association/cooperative concerned. Any violation of the terms and conditions of the agreement by the vendors' association/cooperative shall mean the automatic cancellation of the memorandum of agreement.

The vendors' association/cooperative shall not allow its officers and members to use the association for any purpose or activity other than those specified in their by-laws, otherwise, the Food Terminal Market will withdraw its certificate of recognition.

1. **Recognition of Stevedores or Carrier-** All stevedores or carrier doing business with the FTMON should be registered and will be provided ID by the latter which shall be worn conspicuously while working in the premises
2. **Market Hours** – Market hours shall be agreed schedule of tenants and the FTMON management based on the necessity of times.
3. **Uniforms and Identification Cards-** All Food Terminal personnel shall wear uniforms and identification cards.

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(Page 15 of Ord. No. 003, Series of 2022)

Section 14. SEPARABILITY CLAUSE

Any provision, section or part of this Ordinance is held unconstitutional or declared invalid by a court of competent jurisdiction, or in anyway, has been found by an appropriate government agency unenforceable, such declaration/findings/judgment shall not affect or impair the remaining provisions of this ordinance, which shall continue and remain to be in full force and effect.

Section 15. REPEALING CLAUSE

All ordinances, rules and regulations, and/or parts thereof, which are in conflict or inconsistent with any provisions of this Ordinance, are hereby amended or repealed accordingly.

Section 16. EFFECTIVITY CLAUSE

This Ordinance shall take effect upon approval of the Provincial Governor and after compliance with the publication requirement under the provisions of the 1991 Local Government Code.

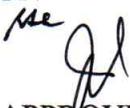
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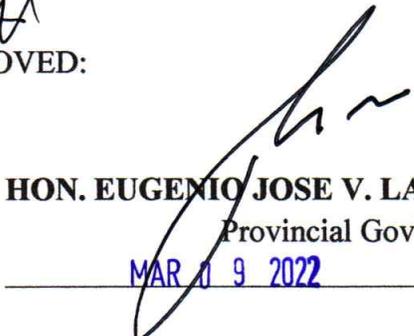
CERTIFIED CORRECT:


HON. JEFFREY P. FERRER
Vice Governor/ Presiding Officer 

ATTESTED:


ATTY. MAKRI ANGEL O. ASCALON
Provincial Secretary


APPROVED:


HON. EUGENIO JOSE V. LACSON
Provincial Governor

MAR 19 2022

*Copy for: all concerned
My doc: 2022 res_ord rsa*



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Annex "A"

NOTICE

Notice is hereby given that Stall/Area No. _____ of the Food Terminal Market of Occidental Negros is vacant (or will be vacated on _____, 20__).

Any person, 21 years of age or more and is not legally incapacitated, desiring to lease this stall/area, shall file an application therefor on the prescribed form (copies may be obtained from the Office of the Provincial Treasurer during Office hours and before 12 o'clock noon of _____ 20__).

In case there are more than one applicant, the award of the lease of the vacant stall/booth shall be determined thru drawing of lots to be conducted on _____, 20__, at 12 o'clock noon at the Bids and Awards Committee Bidding Room by the Market Committee.

This stall/area is found in the _____ Section and is intended for the sale of _____.

MARKET SUPERVISOR



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Annex "B"

The application shall be under oath and shall be submitted by applicant or through his or her Attorney in following subscribed form:

APPLICATION TO LEASE THE MARKET STALL

HON. EUGENIO JOSE V. LACSON
 Governor
 Province of Negros Occidental

Dear Hon. Governor Lacson:

Checked area:

- | | |
|---|---|
| <input type="checkbox"/> Grocery/Sari Sari | <input type="checkbox"/> Lechon/Barbecue |
| <input type="checkbox"/> Dry Goods | <input type="checkbox"/> Checherias |
| <input type="checkbox"/> Cafeteria | <input type="checkbox"/> Vegetable spices |
| <input type="checkbox"/> Local Beverage/Liquor | <input type="checkbox"/> Marine Products |
| <input type="checkbox"/> Local Delicacies | <input type="checkbox"/> Dried meat/fish |
| <input type="checkbox"/> Fruit and Flowers | <input type="checkbox"/> Rice/Corn |
| <input type="checkbox"/> Audio/Video products | <input type="checkbox"/> Agri Supplies |
| <input type="checkbox"/> Communication Products | <input type="checkbox"/> Others (specify) |

Greetings!

I am _____ and I hereby submit my application for the right to lease Stall No. _____ in the _____ area of the Food Terminal Market of Occidental Negros. I am _____ years of age, married/single, a citizen of the Philippines and residing at _____. Attached herewith are documents in compliance with Section 6(C) of Ordinance No. _____, Series of 2021.

I am expressing my intention to join in the competitive bidding conducted for the Right to Lease the abovementioned stall/area. Pursuant to Section 6(F) of Ordinance No. _____, Series of 2021, I hereby offer the Goodwill Fee of _____ PESOS (PHP _____).

If I am declared the winning bidder, I hereby undertake to pay the goodwill fee stated above within ten (10) ten working days, reckoned from the date of receipt of the notice of award. I understand that failure to pay the full amount of the goodwill fee within ten (10) workings days will result to the disqualification of my bid and subsequent blacklisting from future biddings of area/stalls at FTMON. The right to lease the area/stall shall be awarded to the next highest bidder, subject to compliance of the required payment for goodwill fee.



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Should the abovementioned stall be leased to me in accordance with the Food Terminal rules and regulations, I promise to hold the same under the following conditions:

- a. That while I am occupying or leasing this stall, I shall at all times have my picture conveniently framed and hung up conspicuously in the stall.
- b. I shall keep the stall(s) at all times in good sanitary condition and comply strictly with all sanitary and market rules and regulations now existing or which may hereafter be promulgated.
- c. I shall pay the corresponding rents for the booth(s) or stall(s) in the manner prescribed by existing rules and regulations.
- d. The business to be conducted in this stall(s) shall belong exclusively to me and may only sell goods and commodities as authorized per established sectioning as indicated on the above list of my choice.
- e. In case I engage helpers, I shall nevertheless be present at the stall(s) or booth(s) and I shall promptly notify the Food Terminal management of my absence, giving my reasons or reasons therefore.
- f. I shall not sell or transfer my privilege to the stall(s) or booth(s) or otherwise permit another person to conduct business therein.
- g. 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 truly yours,

Applicant

Position/Designation

TIN: _____

Applicant Fee (Php 500.00)

O.R. No. _____ / (date)

SUBSCRIBED AND SWORN to before me in the _____, Negros Occidental, Philippines this _____ day of _____ 20____ applicant-affiant exhibiting to me his/her Identification No. _____ issued on _____ at _____, Philippines.

A

see
JH