



Republic of the Philippines
Province of Ilocos Norte
SOLSONA

OFFICE OF THE SANGGUNIANG BAYAN

EXCERPTS FROM THE MINUTES OF THE 28TH REGULAR SESSION OF THE 8TH SANGGUNIANG BAYAN OF SOLSONA, ILOCOS NORTE HELD IN ITS SESSION HALL ON APRIL 18, 2011 AT NINE O'CLOCK IN THE MORNING.

PRESENT:

Hon. Jonathan L. de Lara,	Vice Mayor/Presiding Officer
Hon. Edison E. de Lara,	Member,
Hon. Marcelino M. Quitaras, Jr.	Member,
Hon. Ismael L. Agulay,	Member,
Hon. Dixie C. Miguel,	Member,
Hon. Jose A. Martin,	Member,
Hon. Francis Gerald L. Ganotisi,	Member,
Hon. Mimi Vicente-Pulicay,	Member,
Hon. Lorenzo M. Pascua,	Member,
Hon. Jovencio M. Pascua,	ABC President/Member,
Hon. Claudette Abigail B. de Lara,	SK President/Member.

ABSENT:

None.

MUNICIPAL ORDINANCE NO. 2011-588

AN ORDINANCE REVISING THE MARKET CODE OF THE MUNICIPALITY OF SOLSONA, ILOCOS NORTE, PARTICULARLY THE CONTRACT OF LEASE OF MARKET STALLS.

WHEREAS, the Sangguniang Bayan has enacted Municipal Ordinance No. 2008-571, otherwise known as the Market Code of 2008 of the Municipality of Solsona, Ilocos Norte;

WHEREAS, the Contract of Lease of Market Stall as provided for in the Market Code has not been implemented due to the clamors of stall lessees;

WHEREAS, after a thorough and careful study of the contract, same has been revised, giving due consideration to the pleadings of the market stall lessees;

WHEREAS, there is a need to revise the Market Code particularly the Contract of Lease of Market Stall of the Municipality of Solsona, Ilocos Norte;

NOW THEREFORE, on motion of Hon. Marcelino M. Quitaras, Jr., unanimously seconded by all the members present, be it:

ORDAINED, by the Sangguniang Bayan of Solsona, Ilocos Norte duly assembled that:

SECTION 1. ON THE PART OF THE LESSEE, is hereby amended as follows:

- The LESSEE shall pay the amount of FIVE THOUSAND PESOS (Php5,000.00) as GOODWILL FEE for every thirty (30) square meters or less. In the event that the space leased is more than 30 square meters, an additional TWO HUNDRED FIFTY (Php 250.00) PESOS per square meter shall be charged. The one time goodwill fee shall be payable only by every new applicant and shall not be required in the renewal of lease contracts.*
- The three (3) months advance rental shall only be refunded upon termination of the contract but shall be forfeited in case there is a violation of the terms and conditions of the lease contract. The three (3) months advance rental shall not be applied to the regular monthly rental fees.*

SECTION 2. MUTUAL UNDERSTANDING is hereby amended as follows:

- Should the LESSEE enter into a business partnership with any party during the duration of this Contract, he/she shall first obtain the consent of the LESSOR. In such a case, the LESSEE shall have no authority to transfer to his/her partner the right to occupy the subject stall.*

4. In case of death or any legal disability of the LESSEE to continue his/her business, the surviving partner may continue occupying the stall for a period of not exceeding sixty (60) days within which to wind-up the business of such partnership. *If the surviving partner is qualified to occupy the said stall without the spouse, parent, or any of the LESSEE's children applied for succession of the business affairs, the surviving partner shall be given the preference to continue occupying the stall concerned if he/she will apply for it.*
7. The LESSEE shall not use the stall for warehouse of his goods/merchandise *except those goods or materials ready for sale.* Any stallholders violating this shall cause the termination of this contract *and the stallholder shall be removed from the stall premises.*
8. The Lessee shall have three (3) months grace period to operate *from the time he/she accepts the terms and condition of this contract. It must be understood that the Lessee's signing of this contract is considered as formal acceptance of all the terms and conditions thereof.* Non-operation for the said period shall cause the automatic termination of this contract. The Head of the Economic Enterprise shall cause the notification and shall be deemed operative until further revoked by the Sangguniang Bayan or the Local Chief Executive.
11. That any improvement introduced by the LESSEE shall be considered property of the municipality of Solsona, Ilocos Norte upon the termination of the Contract.

SECTION 3. DURATION is hereby amended as follows:

This Contract of Lease shall be for a period of two (2) years commencing from the date the parties signed, and affixed their signature in it. It must be understood that any fraction of a year shall be considered as one year, thus the period to occupy shall end until December 31 of the same year. The Contract shall be renewable upon its expiration mutually by the parties, unless sooner revoked. The Contract can be rescind or revoked unilaterally.

SECTION 4. SEPARABILITY CLAUSE: If for any reason, any part or provision is declared unconstitutional or invalid, other parts or provisions which are not affected thereby shall continue to be in full force and effect.

SECTION 5. EFFECTIVITY. This ordinance shall take effect upon approval and upon compliance of the existing rules of posting as provided for by the Local Government Code of 1991.

Copies of this Municipal Ordinance shall be forwarded to the Sangguniang Panlalawigan, Provincial Capitol, Laoag City for their review and other offices and authorities concerned for their information and appropriate action;

CARRIED UNANIMOUSLY, with the following votes:

Infavor - Hons. E. de Lara, Quitoras, Agulay, Miguel, Martin, Ganotisi, Pulicay, L. Pascua, J. Pascua and C. de Lara;

Against - None.

ATTESTED:


HON. JONATHAN L. DE LARA
Vice Mayor/Presiding Officer

CERTIFIED TRUE & CORRECT:


GLORIA S. ESPIRITU
Administrative Assistant II

APPROVED:


HON. JOSEPH E. DE LARA
Municipal Mayor
Date MAY 12 2011