

Republic of the Philippines
LALAWIGAN NG TIMOG DABAW
STA. CRUZ

TANGGAPAN NG SANGGUNIANG BAYAN
3rd REGULAR SESSION
January 23, 2001

RESOLUTION NO. 14

Authored and Sponsored by: Hon. Robert Bellarmine R. Bajo
Hon. Dominador M. Bendigo, Jr.
Hon. Lolita P. Legaspi
Hon. Oliver O. Enot
Hon. Carlos G. Tablada
Hon. Felipe M. Omblero
Hon. Bolonio E. Fuellas
Hon. Manolito A. Lagrada
Hon. Vicente L. Semilla, Jr.
Hon. Cornelia R. Lovitos
Hon. Wilfredo C. Bulat-ag

**ENACTING AN ORDINANCE SETTING GUIDELINES IN
THE OPERATION OF THE TRANSPORT TERMINAL OF
STA. CRUZ TO BE KNOWN AS THE STA. CRUZ
INTEGRATED TRANSPORT TERMINAL CODE**

WHEREAS, the LGU of Sta. Cruz embarked on a new venture for resource development for the municipal government, an integrated transport terminal which it established thru PREMIUMED II, a World Bank-assisted program of the national government;

WHEREAS, this bold move by the local government is pursuant to its Comprehensive Development Plan and Area Industry Strategic Plan which identified such facility as a priority in infrastructure and economic development;

WHEREAS, to do this, a guideline for its operation should be enacted to ensure an efficient implementation of the project;

WHEREFORE, on motion of Hon. Robert Bellarmine R. Bajo, unanimously seconded, it was

RESOLVED, as it is hereby resolved by the Sangguniang Bayan of Sta. Cruz, assembled in session to enact the Sta. Cruz Integrated Transport Terminal Code.

MUNICIPAL ORDINANCE NO. 03
Series of 2001

STA. CRUZ INTEGRATED TRANSPORT TERMINAL CODE

Be it ordained by the Sangguniang Bayan of Sta. Cruz, Davao del Sur, in session assembled, that:

ARTICLE I
TITLE, POLICY STATEMENT AND OBJECTIVES

Section 1 - TITLE. This ordinance shall be known and referred to as the STA. CRUZ INTEGRATED TRANSPORT TERMINAL CODE;

Section 2 - POLICY STATEMENT. It shall be the policy of the LGU, pursuant to the provisions mandated in the Local Government Code of 1991 (RA 7160), The Sta. Cruz Area Industry Strategic Plan and Municipal Ordinance No. 13, s. 1998 as amended by Municipal Ordinance No. 09, s. 1999.

Section 3 - OBJECTIVES. This ordinance shall provide the establishment, operation and administration of an efficient Integrated Transport Terminal facility located along the national highway Barangay Zone III, Sta. Cruz, Davao del Sur, for purposes of loading and unloading passengers and cargoes.

ARTICLE II
ORGANIZATIONAL STRUCTURE FOR MANAGEMENT
AND SUPERVISION

Section 1 - MUNICIPAL TERMINAL ADVISORY BOARD. There is hereby constituted a Municipal Terminal Advisory Board to be composed of five (5) members;

Section 2 - COMPOSITION. The Board shall be composed of the following:

- | | | |
|--|---|---------------|
| (a) Municipal Mayor | - | Chairman |
| (b) Chairman, Committee on Economic Enterprise | - | Vice-Chairman |
| (c) Municipal Treasurer | - | Member |
| (d) Mun. Planning & Dev't. Coord. | - | Member |
| (e) Chairman, Comm. on Finance | - | Member |
| (f) PNP Chief of Police | - | Member |
| (g) Sangguniang Bayan Secretary | - | Member |

Section 3 - POWERS, FUNCTIONS AND RESPONSIBILITIES. The Municipal Terminal Advisory Board shall:

- (a) Adopt requisite policy guidelines and standards in the supervision, control, management and administration of the Mun. Integrated Transport Terminal;
- (b) Promulgate rules and regulations in the implementation of Terminal fees and governing the operation, administration and maintenance of the said terminal;
- (c) Promulgate rules in the manner or mode of disposition of all rentable areas in the terminal;
- (d) Prescribe the organizational structure, personnel selection, staffing, expulsion as well as compensation of the management staff based on the standards set by the Civil Service Law and Local Government Code and other related existing rules and regulations;
- (e) Provide for the authorization and regulation on Porterage and Cargo handling at the terminal at its reasonable fees;
- (f) Perform such other functions as may be authorized by the Sangguniang Bayan necessary in the effective administration, supervision, control, maintenance and operation of the terminal.

- Section 4 - MEETINGS. Unless otherwise called by written call of the Chairman, the Board shall meet once a month and such time and place as maybe determined and agreed upon by the Board;
- Section 5 - SECRETARIAT. The Office of the Terminal Supervisor shall act as the secretariat of the advisory council.
- Section 6 - TERM OF OFFICE. The terms of office of the Chairman shall be co-terminus with his official function. The same is true with the members designated by the Mayor.
- Section 7 - MANAGEMENT. The transport terminal shall be under the Management of the Terminal Supervisor who shall be responsible for the supervision of its day-to-day operation.

ARTICLE III FEES AND CHARGES

- Section 1 - FEES. There shall be collected from operators/drivers of the motor vehiclesparking at their designated bays/areas and from operators/users of other facilities therein:

1.1 Terminal Fees

- | | |
|--|--------------------|
| a. Jeepneys with double tires & buses | P 7.00/parking |
| b. Passenger jeepneys (up to 26 passenger Capacity) & Vans | P 5.00/parking |
| c. Tricycle, motorcabs | P 2.00/parking/day |
| d. Trisikad | P 1.00/parking/day |

1.2 Entrance Fees

- | | |
|-----------------------|-----------------|
| a. Heavy Cargo Trucks | P 10.00/parking |
| b. Light Cargo Trucks | P 5.00/parking |
| c. Private cars | P 5.00/parking |

1.3 Overnight Parking Fees

- | | |
|-----------------------|---------------|
| a. Bus | P 10.00/night |
| b. Jeepneys/Vans | P 5.00/night |
| c. Heavy Cargo Trucks | P 10.00/night |
| d. Light Cargo Trucks | P 5.00/night |
| e. Private Cars | P 5.00/night |

1.4 Other Charges & Fees

- 1.4.a. **Stalls.** There shall be imposed a goodwill money and monthly rental of the stalls, to wit:

- | | |
|------------------------|--|
| 1.4.a.1 Goodwill Money | P 50,000.00 (to be paid upon signing of the contract) |
|------------------------|--|

1.4.a.2 Monthly Rentals

- | |
|---|
| 1.4.a.2.1 Rentable Building 1 (20 stall building) |
|---|

- 1.4.a.2.1.a Corner Stalls P 2,000.00/mo.
- 1.4.a.2.1.b Non-Corner Stalls P 1,500.00/mo.

1.4.a.2.2 Rentable Building 2 (4 stall building with Comfort Room)

- 1.4.a.2.2.a Corner Stalls P 1,500.00/mo.
- 1.4.b.2.2.b Non-corner Stalls P 1,000.00/mo.

1.4.a.3 Deposits. There shall be imposed a deposit equivalent to 2 months monthly rental which is refundable in case the business operation stops.

1.4.a.3.1 Rentable Building 1

- 1.4.a.3.1.a Corner Stalls P 4,000.00
- 1.4.a.3.1.b Non-Corner Stalls P 3,000.00

1.4.a.3.2 Rentable Building 2

- 1.4.a.3.2.a Corner Stalls P 3,000.00
- 1.4.a.3.2.b Non-Corner Stalls P 2,000.00

1.4.a.4 Advance Monthly Rentals. There shall be imposed an advance monthly rentals (3 months)

1.4.a.4.1 Rentable Building 1

- 1.4.a.4.1.a Corner Stalls P 6,000.00
- 1.4.a.4.1.b Non-corner Stalls P 4,500.00

1.4.a.4.2 Rentable Building 2

- 1.4.a.4.2.a Corner Stalls P 4,500.00
- 1.4.a.4.2.b Non-corner Stalls P 3,000.00

1.4.b. **Lot.** Vacant lots for future rentables shall be leased at a monthly rate of P30.00/square meter. Each lot size shall not exceed to 10 square meters.

- 1.4.b.1 Goodwill Money - P 20,000.00 for each lot

1.4.c. **Rest Rooms.** There shall be collected a user's fee per user for the two (2) rest rooms in the terminal premises in the amount of P2.00/user/use.

1.4.d. **Garbage Fee.** There shall be collected a garbage fee from operators/users of stalls as follows:

- 1.4.d.1 Eatery - P 30.00/mo./stall
- 1.4.d.2 Dry Goods/Services/etc - P 20.00/mo./stall

1.4.e. Ticket Booth

- 1.4.e.1 Booth Rental - P 10.00/day

1.4.f. **Water Charges.** All stalls shall be installed with water meter.

1.4.f.1 First Ten (10) Cubic Meters - P100.00(flat rate)

1.4.f.2 In excess of first ten (10) cubic meters

will be an additional charge of:

- for 11 to 20 m³ (cubic meters) - P 10.00/m³

- for 21 to 30 m³ - P 15.00/m³

- for 30 m³ - upward - P 20.00/m³

1.4.f.3 Water meter rental is P10.00/month until the recovery of its acquisition cost.

1.4.g. **Electrical Charges.** Each stall shall be installed its own electric meter which shall be installed by the DASURECO in coordination with LGU-Sta. Cruz.

1.4.h. **Mayor's Permit.** This shall be based on the Existing Revenue Code as amended.

Section 2 - MODE OF COLLECTION. A mode of collection shall be prescribed in the operation of the terminal facilities as follows:

- 2.1 All terminal fees and charges shall be issued with official receipts issued by the Municipal Treasurer;
- 2.2 All daily collections shall be liquidated daily by the Municipal treasurer or his duly assigned representative and the same shall be deposited immediately at a depository bank;
- 2.3 All collectors assigned in the Municipal Integrated Transport Terminal shall be required to get a bond at the Bureau of Treasury;
- 2.4 All requisition for accountable forms to be used in the operation of the terminal shall be coursed thru the Municipal Treasurer at cost with its corresponding Invoice Receipts.
- 2.5 Collection from the operators for the use of the terminal shall be paid prior to every departure or use of terminal facilities;
- 2.6 Collection of rentals of spaces on a monthly basis shall be done within the first five (5) days of every month. All other fees shall be collected daily.

Section 3 – TIME OF OPERATION. The terminal shall be in operation for 24 hours daily.

ARTICLE IV

ADJUDICATION/AWARDING OF STALLS AND OTHER FACILITIES

Section 1 - SCREEN AND AWARD TASK FORCE. A task force shall be created to purposely screen applicants and award occupancy of stalls and/or other facilities. The Task Force shall be composed of:

- Chairman - Mr. Otelio R. Martel – Mun. Budget Officer
- Vice-Chairman - Mr. Marcelino A. Bauya – Adm. Officer II
- Members - Mrs. Camila S. Infiesto – PAIC Manager
- Mrs. Gloria N. Capuno – Asst. Mun. Treasurer
- Mrs. Remedios E. Julian – Market Supervisor

Section 2 - LEASE PERIOD. The contract of lease for a stall/space shall be for a period of one (1) year renewable upon its expiration, unless revoked in accordance with the provisions of this article.

Section 3 - NOTICE OF VACANCY. A notice of vacancy of the newly constructed stalls/spaces shall be made for a period of fifteen (15) days immediately preceding the date fixed for the award to qualified applicant to appraise the public of the fact that such stall/space is unoccupied and available for lease. Such notice shall be posted conspicuously on the unoccupied stall/space and three other conspicuous places in the following form:

NOTICE is hereby given that Stall No. _____ of Rentable Building No. ___ is vacant. Any person, 18 years of age or more and is not legally incapacitated desiring to lease this stall, shall file an application thereof on the prescribed form (copies maybe obtained from the Office of the Municipal Treasurer during office hours and before 12:00 o'clock noon of _____, 2001) in case there are more than one applicant, the award of the lease of the vacant stall shall be determined thru drawing of lots or public bidding of the rentals thereof to be conducted on _____, 2001 at 12:00 o'clock noon at the Office of the Municipal Treasurer by the task force. This stall is found in the ___ section of this building and is intended for the sale of _____.

Chairman
Screen & Award Task Force

Section 4 - QUALIFICATION FOR OCCUPANCY. Occupancy of stall/space is open to all interested applicants provided that the applicant has a track record of sound business management and/or possess a high financial capability and of good moral character.

Section 5 - STALL UTILITY ASSIGNMENT. Stalls in front of the Bus Terminal bays of the Rentable Building No. 1 shall be designated as Food Center while those fronting the jeepney terminal shall be used for other qualified use such as for dry goods and as service enterprises.

Section 6 - APPLICATION FOR LEASE. There shall be adopted a manner by which lease applications shall be treated by the task force which is as follows:

6.1 The applications shall be under oath. It shall be submitted to the Office of the Municipal Treasurer by the applicant either in the person or through his or her representative;

6.2 The Treasurer shall keep a registry book showing the names and addresses of all applicants, the stall applied for and its description and the date and hour of receipt of the application by the Treasurer. He/she shall acknowledge receipt of the application setting forth therein the time and date of receipt thereof.

6.3 The application shall substantially be in the following form:

**APPLICATION TO LEASE STA. CRUZ INTEGRATED TRANSPORT
TERMINAL STALL**

Sta. Cruz, Davao del Sur

Date

The Chairman
Screen and Award Task Force
Municipality of Sta. Cruz
Province of Davao del Sur

Sir:

I hereby apply under the following contract for the lease of stall of the Integrated Transport Terminal. I am _____ years of age, _____, a citizen of _____ and residing at _____.

Should the above mentioned shall be leased to me in accordance with the terminal rules and regulations, I promise to hold the same under the following conditions:

- (1) That while I am occupying or leasing this stall I shall at all times have my picture and that of my helper (or those of my helpers) conveniently framed and hung up conspicuously in the stall.
- (2) I shall keep the stall at all times in good sanitary condition and shall comply strictly with all sanitary and transport terminal rules and regulations now existing or which may hereafter be promulgated.
- (3) I shall pay the corresponding rents for the booth or the fee for the stall in the manner prescribed by the existing ordinance.
- (4) The business to be conducted in the stall shall belong exclusively to me.
- (5) In case I engage helpers, I shall nevertheless personally conduct my business and be present at the stall. I shall promptly notify the terminal authorities of my absence, giving my reason or reasons therefor.
- (6) I shall not sell or transfer my privilege to the stall or otherwise permit another person to conduct business therein.
- (7) Any violation on my part or on the part of my helpers of the foregoing conditions shall be sufficient cause of the transport terminal authorities to cancel this contract.

Very truly yours,

Applicant

I, _____, do hereby state that I am the person who signed the foregoing applications, that I have read the same; and that the contents hereof are true to the best of my own knowledge.

Applicant
TIN _____

SUBSCRIBED AND SWORN to before me in the Municipality of Sta. Cruz, Davao del Sur, Philippines, this ____ day of _____, 200__. Applicant-affiant exhibiting to me his/her Res. Cert. No. _____ issued on _____ at _____, Philippines.

Official Title

6.4 Bus and Jeepney operators shall have the preference for occupancy of the stalls designated as food centers. However, if on the last day set for filing application, there is no application from among the operators, the posting of the notice shall be repeated for another ten (10) day period. If after the expiration of that period there is still no operator applicant the stall affected may be leased to any non-operator applicant and the adjudication of the stall shall be made thru draw of lots or public bidding of the rental thereof to be conducted by the Task Force.

In case there is only one operator applicant the stall applied for shall be adjudicated to him. If there are several operator applicants for the same stall adjudication of the stall shall be made thru drawing of lots or public bidding of the rental thereof to be conducted by the Task Force on the date and hour specified in the notice. The result of the drawing of lots or public bidding shall be reported immediately by the Task Force to the Municipal Treasurer concerned for appropriate action.

6.5 The successful applicant shall furnish the Municipal Treasurer two (2) copies of his/her picture immediately after the award of the lease. It shall be the duty of the Treasurer to affix one (1) copy of the picture to the application and the other copy of the record card kept for the purpose.

6.6 A contract of lease shall be entered into by the Lessee and the Lessor stipulating therein agreed terms and conditions and shall be notarized as in the content and form hereinunder prescribed:

CONTRACT OF LEASE

KNOW ALL MEN BY THESE PRESENTS:

This Contract of Lease, made and executed on this ____ day of _____, 200__ in this municipality of Sta. Cruz, Province of Davao del Sur, Philippines by and between:

THE MUNICIPALITY OF STA. CRUZ, a public corporation existing under and by virtue of the Laws of the Republic of the Philippines, represented by its Municipal Mayor Hon. Joel Ray L. Lopez, hereinafter called the LESSOR;

- AND -

_____, of legal age, single/married to _____, widow/widower, Filipino, a citizen and resident of _____ hereinafter called the LESSEE;

WHEREAS, in consideration of the rent and the term and condition herein contained, the LESSOR hereby demise and lease to the LESSEE a stall which is a portion of the Rentable Building No. __ located

at Sta. Cruz, Davao del Sur absolutely belonging to and owned by herein LESSOR;

WHEREAS, the LESSOR agrees to lease Room No. ___ situated at the above to herein LESSEE;

WHEREAS, the LESSEE agrees to lease said Room No. ___ of LESSOR building situated at the address stated above.

NOW THEREFORE, for and in consideration of the above premises, the parties herein have agreed to the following terms and conditions to wit:

- a) The terms of the lease contract shall be for a period of one (1) year starting from the execution of this contract, renewable for a like period at the option of the LESSOR and subject to the terms and conditions herein contained and those that may be agreed upon by the parties in writing;
- b) The agreed monthly rental for the use and occupancy of Room No. ___ will be _____, (P_____) Philippine Currency, payable within the First Twenty (20) days of each month and every current month thereafter without the necessity of an express demand therefore, said rental to be paid to the Municipal Treasurer or his duly authorized representative. Said monthly rental is exclusive of LIGHT, WATER AND SUCH OTHER SERVICES which shall be borne exclusively by the LESSEE;
- c) Upon the execution of this contract, the LESSEE, will pay the total sum of _____, (P_____) Philippine Currency, which amount is equivalent to the two (2) months deposit, plus three (3) months advance rental for the lease premises. The deposit is to guarantee and secure the faithful compliance on the part of the LESSEE with the terms and conditions set forth herein and cannot be refundable, if the LESSEE stays LESS than one (1) year, in the leased premises, since said deposit maybe forfeited and applied by the LESSOR as liquidated damages;
- d) The LESSEE is strictly prohibited and is not authorized to make any improvement and/or alterations in the leased premises. Any violation of this provisions shall be cause for termination of this contract even before the expiration of the one (1) year period or a ground for ejectment of the LESSEE;
- e) The LESSEE, shall not sublease, or assign the leased premises, neither can the LESSEE sell or transfer his/her rights under the contract of lease to any other person whomsoever. A violation of this condition will be ground for termination of this lease contract even before the expiration of the one (1) year period;
- f) The LESSEE, in case of his temporary absence must appoint any responsible person in the person who will take charge of the safety of the leased premises and the faithful compliance of the terms and conditions herein setforth. In no case shall the temporary absence of the LESSEE exceed thirty (30) days; otherwise, he or she shall be deemed to have abandoned the leased premises. In the event that the LESSEE decide to vacate the leased premises as aforesaid herein. LESSOR shall be released and/or freed from and all claims and responsibilities arising therefrom.
- g) The LESSEE shall not use the leased premises for residence or dormitory, but exclusively for the purpose to which it is intended.
- h) This contract of lease shall be rescinded whenever by reason of conflagration, flood, river, earthquake or other fortuitous

causes, the building shall be totally or partially destroyed and the LESSOR shall not at any time be responsible to the LESSEE or any damage which may result to the LESSEE from any of the said causes.

- i) LESSEE, shall permit the LESSOR or his duly authorized representative to enter and inspect the condition of the leased premises at reasonable hour in convenient manner;
- j) It is further agreed that the LESSEE shall be responsible for any and all acts omissions or his/her servants/employees;
- k) Should the LESSEE fails to pay the rent herein stipulated in accordance with the terms above mentioned or violate the terms of this contract, the LESSOR shall have the right to eject the LESSEE from the premises, and to collect and recover from him/her all accrued rentals and to pay a penalty of twenty-five PERCENT (25%);
- l) In case of court litigation by virtue of non-payments of the agreed rentals or any other breach of this contract on the part of the LESSEE, said LESSEE further bind and obligate himself/herself to pay the LESSOR the additional amount of _____ (P _____) Philippine Currency as attorney's fees exclusive for cost legally taxable;
- m) LESSOR and LESSEE hereby agrees that in the event of court litigations, the venue shall be in Sta. Cruz, Davao del Sur;
- n) LESSOR reserve its rights to increase the rents at the end of one (1) year.
- o) LESSEE shall surrender and yield up quietly and peacefully to the LESSOR the premises with all the fixtures other than those owned by the LESSEE at the termination of this lease or earlier termination thereof, in the same condition in which he/she shall have found them; Ordinary wear and tear and reasonable use and other unavoidable loses, excepted;
- p) LESSOR hereby warrants the peaceful possession and enjoyment of the leased premises by the LESSEE;
- q) PROVIDED, always, that in case of breach by the LESSEE of any of the terms and conditions herein contained, the LESSOR may while said breach may continue, and notwithstanding any waiver of any prior breach of said terms and conditions without notice of demand, hereby terminate this lease, and may thereupon expel and remove the LESSEE and his effects;

IN WITNESS WHEREOF, the parties have hereunto signed their names on this ____ day of _____, 200__ in Sta. Cruz, Davao del Sur, Philippines.

LESSOR

LESSEE

Signed in the presence of:

Republic of the Philippines)
Province of Davao del Sur)
MUNICIPALITY OF STA. CRUZ)
x -----/

BEFORE ME, a Notary Public for an in the Province of Davao del Sur, personally appeared: _____ with Res. Certificate No. _____ issued at _____ on _____ 200__ all known to me to be the same person who executed foregoing instrument and they acknowledge to me that the same is their free and voluntary act and deed.

This instrument, consisting of three pages including this acknowledgement, refers to a Contract of Lease of a portion of the one-storey rentable building situated at Integrated Transport Terminal premises in Sta. Cruz, Davao del Sur. Signed by the parties and their instrumental witnesses on each and every page thereof, and sealed with my Notarial seal.

WITNESS MY HAND AND SEAL on this ____ day of _____, 200__ in Sta. Cruz, Davao del Sur, Philippines.

NOTARY PUBLIC

Doc. No. ____
Page No. ____
Book No. ____
Series of 2001.

- 6.7 The Local Chief Executive is hereby authorized to enter into a contract of lease with the lessee.
- 6.8 Any applicant who is not satisfied with the adjudication made by the Municipal Treasurer or the Task Force of the stall/space applied for, may file an appeal with the Department of Interior and Local Government (DILG) thru the Provincial Director whose decision in such case shall be final.

ARTICLE V

TRAFFIC ROUTING AND REROUTING

- Section 1 – NORTH BOUND. Buses and public utility jeepneys bound for Davao City and in the case may be to other northern destination shall pass by the terminal and park at a designated bay for a length of time which will cover ticketing, loading and unloading of passengers and the other necessities the passengers may do;
- Section 2 – SOUTH BOUND. Those bound for southern destination as in Digos, Bansalan, Kidapawan City and Cotabato City as well as those similarly bound to Gen. Santos City, Malita and South Cotabato, shall pass by the terminal in the same manner stated in the aforementioned section;
- Section 3 – TRAFFIC OUTPOSTS. There shall be two (2) traffic outposts; one (1) located at the Lubo junction and another one at the Fong junction which shall be manned by barangay police respectively. These outposts shall check ticket issued at the terminal ticketing office. Activities in the outposts shall be supervised and monitored by local traffic officers on duty;
- Section 4 – ROUTING/REROUTING. Jeepneys shall still be allowed to enter the Zone III Poblacion Area at any time of the day and shall pay the corresponding

fee this ordinance may require, but only at such time when the LGU have not yet acquired and developed the proposed arterial road connecting the public market and the new terminal facility;

Section 5 – PASSENGER DROPPING POINTS. For purposes and intents pursuant to the preceding section, this ordinance shall declare certain areas in the Poblacion as passenger dropping points which are as follows:

1. Lubo junction
2. Apo Beach Crossing
3. Infront of the St. Joseph Church
4. Kapitan Eting Street - Rizal Street Crossing (near Pancho's Residence)
5. A. Bendigo Street/Rizal Street Crossing
6. Public Market
7. UST crossing
8. Fong junction

Section 6 – TERMINAL SECURITY ARRANGEMENT. The LGU in coordination with the Local PNP Unit shall designate four (4) PNP Officers to be detailed at the terminal for 24 hours with honorarium in the amount subject to the discretion of the Mayor chargeable against his Peace and Order Fund.

ARTICLE VI MISCELLANEOUS PROVISIONS

Section 1 - Extension in front of the stalls shall not be allowed. Space infront of the roll-up doors must be maintained as pathways;

Section 2 - Maintenance services and major repairs of any vehicle shall not be allowed inside the bus terminal area;

Section 3 - Damages of the building due to reckless driving shall be charged to the erring party;

Section 4 - Cargo handlers/dispatchers/food handlers shall be allowed but their services inside the terminal shall be regulated. They shall be organized and their activities be monitored by the Terminal Management.

Section 5 - Minors 15 years and below shall not be allowed to peddle goods at the terminal.

Section 6 - Laundering and taking a bath are prohibited in the restrooms.

Section 7 - Defacing and other acts of vandalism in any of the facilities in the terminal including that of posting bills are prohibited.

ARTICLE VI FINAL PROVISION

Section 1 - **PENALTY.** Any person or persons who shall violate any provision of this Ordinance, or who shall violate the rules and regulations promulgated under the authority of this ordinance, shall be fined administratively in a manner prescribed below:

1 st offense	-	P 200.00
2 nd offense	-	P 500.00
3 rd and final offense	-	P2,500.00 or imprisonment of not exceeding six (6) months, or both in the discretion of the court.

Section 2 - **SEPARABILITY CLAUSE.** If for any reason/s any part of this Ordinance shall be held unconstitutional or invalid, the other parts or provisions hereof which are not affected thereby, shall continue to be in full force and effect.

Section 3 - **REPEALING CLAUSE.** All Ordinances/Resolutions or parts thereof inconsistent herewith are hereby modified or repealed accordingly.

Section 4 - **EFFECTIVITY CLAUSE.** This Ordinance shall take effect immediately upon approval.

UNANIMOUSLY APPROVED.

CERTIFIED CORRECT:

(SGD.) **BENBENUTO L. CASPI, JR.**
Secretary to the Sanggunian

ATTESTED:

(SGD.) **DOMINADOR M. BENDIGO, JR.**
Vice-Mayor
(Presiding Officer)

APPROVED: February 7, 2001

(SGD.) **JOEL RAY L. LOPEZ**
Mayor