

## Republic of the Philippines

### SANGGUNIANG PANLUNGSOD

City Government of Naga

## ORDINANCE NO. 2025-005

AN ORDINANCE ESTABLISHING REGULATIONS FOR MEAT DELIVERIES USING REFRIGERATED VANS IN THE CITY AND DESIGNATING CLIENT BENEFICIARIES PURSUANT TO THE MEMORANDUM OF AGREEMENT BETWEEN THE NAGA CITY GOVERNMENT, NMIS, AND SEVEN MUNICIPALITIES, AND PRESCRIBING GUIDELINES FOR OPERATIONS TO ENSURE FOOD SAFETY AND QUALITY:-

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Hon. Jose V. Perez

WHEREAS, the Naga City District Abattoir (NCDA) is committed to ensuring the quality, safety, and freshness of meat delivered to its clients;

WHEREAS, the use of refrigerated vans for the delivery of meat products ensures that these goods are transported in compliance with health standards set by the National Meat Inspection Service (NMIS) and other relevant regulatory bodies;

WHEREAS, a Memorandum of Agreement (MOA) has been entered into by the City Government of Naga, the NMIS, and the municipalities of Minalabac, Bombon, Magarao, Canaman, Camaligan, Gainza, and Milaor regarding the delivery of meat products from the Naga City District Abattoir, specifying the beneficiaries of this service;

**NOW THEREFORE,** BE IT ORDAINED, by the Sangguniang Panlungsod of Naga City in session assembled, that:

SECTION 1. TITLE. This ordinance shall be known as the "Ordinance on Meat Deliveries Using Refrigerated Vans in Naga City and Beneficiary Municipalities."

SECTION 2. OBJECTIVE. The purpose of this ordinance is to regulate the use of refrigerated vans in the delivery of meat products from the Naga City District Abattoir to ensure the safety, freshness, and quality of meat for consumers and to designate the primary beneficiaries based on the Memorandum of Agreement between the City Government of Naga, NMIS, and the municipalities.

**SECTION 3. DEFINITION OF TERMS.** For the purpose of this ordinance, the following terms are defined:

1. **Abattoir** - A facility where animals are slaughtered for the purpose of processing meat for consumption.

2. Refrigerated Van - A temperature-controlled vehicle equipped with refrigeration systems used for transporting perishable goods, such as meat, while maintaining a specific temperature range to ensure freshness and prevent contamination.

- 3. **Meat Delivery Service** The provision of meat transportation from the abattoir to clients, utilizing refrigerated vans, ensuring timely and safe delivery of meat products to various destinations.
- 4. Clients Any person, business, or entity that purchases meat from the abattoir and utilizes the delivery service provided by the abattoir, including meat vendors, restaurants, market vendors, and other stakeholders.

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- 5. Municipalities Refers to the local government units (LGUs) of Naga City, Minalabac, Bombon, Magarao, Canaman, Camaligan, Gainza, and Milaor, which are covered by the abattoir's meat delivery services.
- 6. **Delivery Zones** Designated areas where deliveries are scheduled to be dropped off. These zones include client locations, markets, or other designated receiving sites agreed upon between the client and the abattoir.
- 7. **Delivery Window** The agreed-upon timeframe within which the delivery of meat products will be made to the client, typically defined between 2:00 AM to 4:00 AM, with considerations for unforeseen delays.
- 8. Official Receipt (OR) A formal receipt issued by the abattoir's treasury or delivery personnel acknowledging the payment for meat products and delivery services rendered.
- 9. Backup Vehicle An alternative refrigerated van that is deployed when the primary vehicle experiences mechanical issues or when there is an emergency that affects delivery schedules.
- 10. **Treasury Protocols** The established procedures for handling payments, issuing receipts, and ensuring proper accounting for all financial transactions related to the meat delivery services.
- 11. Delivery Crew Personnel assigned by the abattoir to manage and execute the delivery of meat products to clients, including drivers and helpers responsible for handling the refrigerated van and the goods.
- 12. **Stakeholders** Individuals or entities with a vested interest in the abattoir's operations, including government bodies, municipal authorities, clients, vendors, and other community members affected by the delivery service.
- 13. Consultation Process The process of engaging stakeholders, clients, and relevant local government units (LGUs) in discussions to ensure the delivery service meets their needs and adheres to local regulations, including the approval of delivery fees.
- 14. Fines and Penalties Financial or administrative sanctions imposed on clients, delivery personnel, or other involved parties for violating the ordinance or failing to comply with its established procedures.
- 15. Food Safety Standards The set of regulations and practices established to ensure that meat is handled, stored, and delivered in a manner that preserves its quality and safety for consumption, as mandated by National Meat Inspection Service (NMIS) and other relevant agencies.
- 16. Good Manufacturing Practices (GMP) A set of guidelines that outline the proper procedures for ensuring food safety and quality during the processing, handling, and delivery of meat products.
- 17. Missed Delivery A situation where the scheduled delivery is not completed due to issues such as client unavailability, vehicle malfunction, or other operational hindrances, requiring rescheduling or further action.
- 18. Delivery Fees The matrix of rates charged for the transportation of meat from the abattoir to the clients, which was approved upon consultations with stakeholders, and which is attached to this ordinance.
- 19. Memorandum of Agreement (MOA) The formal document signed by the abattoir, the city government, NMIS, and the seven

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municipalities, outlining the terms of the meat delivery services and the responsibilities of each party involved.

**SECTION 4. DESIGNATED BENEFICIARIES.** Clients of the following municipalities will be the primary beneficiaries of the meat delivery services using refrigerated vans from the Naga City District Abattoir, as per the Memorandum of Agreement:

- 1. Minalabac
- 2. Bombon
- 3. Magarao
- 4. Canaman
- 5. Camaligan
- 6. Gainza
- 7. Milaor

The Naga City Peoples' Mall, barangays, and satellite markets of the city of Naga shall also be a beneficiary, ensuring that meat deliveries within its jurisdiction meet the same standards of safety and freshness.

**SECTION 5. MEAT DELIVERY REQUIREMENTS.** All meat deliveries originating from the Naga City District Abattoir shall be conducted using refrigerated vans to maintain product quality during transport.

- a. Refrigerated vans must maintain a temperature range of  $0^{\circ}\text{C}$  to  $4^{\circ}\text{C}$  to prevent the spoilage of fresh meat products.
- b. The delivery of meat products using non-refrigerated vehicles shall be strictly prohibited, except in cases of emergency or force majeure, subject to approval by the appropriate regulatory authority.

# SECTION 6. RESPONSIBILITIES OF THE ABATTOIR AND DELIVERY PERSONNEL.

- a. The Naga City District Abattoir shall ensure that all refrigerated vans are well-maintained and meet the safety and operational standards set by the NMIS and other relevant authorities.
- b. Delivery personnel must be properly trained in food handling, temperature control, and sanitation protocols to guarantee that meat is delivered in optimal condition.
- c. A detailed delivery log must be maintained for each trip, recording the following information:
  - · Date and time of delivery
  - · Temperature of the van at loading and unloading
  - Name of the client and delivery destination
  - · Any irregularities encountered during transport

### SECTION 7. CLIENT RESPONSIBILITIES.

- a. All clients receiving meat deliveries must ensure that they have appropriate facilities to store meat at safe temperatures immediately upon receipt.
- b. Clients are required to inspect meat deliveries for any signs of spoilage or improper handling and report issues within 24 hours of receipt.

SECTION 8. FEES AND CHARGES.





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- a. The delivery fee for using refrigerated vans shall be established by the Naga City District Abattoir based on the distance, weight, and volume of the meat products delivered.
- b. The delivery fees were approved following consultations with various stakeholders and clients from Naga City and the seven municipalities.
- c. A Distance-to-Weight-Based Pricing Model of service fees on delivery rates shall serve as the basis for computing delivery costs for clients. The formula for the Total Delivery Cost is:

Total Delivery Cost = (Base Rate × 12.53) + (₱5 × (Weight - 100 kg)) Note: The weight surcharge only applies to deliveries exceeding 100 kilograms.

### Illustrative Example:

Using the average distance of 12.53 kilometers, the following are examples of how the hybrid model will calculate delivery fees:

- 1. Delivery of 60 kg (below 100 kg):
  - a. Distance Charge: P50 x 12.53 km = P626.50
  - b. Weight Surcharge: None (below 100 kg)
  - c. Total Cost: ₱626.50
- 2. Delivery of 130 kg (above 100 kg):
  - a. Distance Charge: P50 x 12.53 km = P626.50
  - b. Weight Surcharge: (130 kg 100 kg) × ₱5 = ₱150.00
  - c. Total Cost: ₱626.50 + ₱150.00 = ₱776.50
- 3. Delivery of 200 kg (above 100 kg):
  - a. Distance Charge: P50 x 12.53 km = P626.50
  - b. Weight Surcharge: (200 kg 100 kg) × ₱5 = ₱500.00
  - c. Total Cost: ₱626.50 + ₱500.00 = ₱1,126.50
- d. The delivery fee shall be posted publicly at the Naga City District Abattoir and provided to clients upon request.
- SECTION 9. PENALTIES. Any client found to be mishandling or improperly storing meat products after delivery may be subject to penalties or suspension of delivery services as determined by the City Veterinary Office and the NMIS as its regulatory bodies.
- SECTION 10. IMPLEMENTING AGENCY. The Naga City District Abattoir, in coordination with the City Veterinary Office and the NMIS, shall be responsible for the enforcement of this ordinance.
- SECTION 11. SEPARABILITY CLAUSE. If any provision of this ordinance is declared invalid or unconstitutional, the other provisions not affected shall remain in full force and effect.
- SECTION 12. REPEALING CLAUSE. All ordinances, rules, regulations, or parts thereof that are inconsistent with the provisions of this ordinance are hereby repealed or modified accordingly.

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SECTION 13. EFFECTIVITY CLAUSE. This ordinance shall take effect immediately upon approval and compliance with the publication requirement provided by law.

Enacted: February 11, 2025

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WE HEREBY CERTIFY to the correctness of the foregoing resolution.

GIL A. DE LA TORRE

Secretary to the Sangguniang Panlungsod

CECILIA B. VELUZ-DE ASIS
City Vice Mayor

& Presiding Officer

APPROVED:

LEGACION 02 18/25