



Republic of the Philippines
Province of Bukidnon
MUNICIPALITY OF MANOLO FORTICH
OFFICE OF THE SANGGUNIANG BAYAN
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EXCERPT FROM THE MINUTES OF THE 5TH REGULAR SESSION OF THE 20TH SANGGUNIANG BAYAN OF MANOLO FORTICH, BUKIDNON WHICH WAS HELD AT SANGGUNIANG BAYAN SESSION HALL ON FEBRUARY 2, 2023.

PRESENT:

HON. REYNALDO L. BAGAYAS, JR.

Presiding Officer

HON. MIGUEL D. DEMATA

Municipal Vice Mayor

HON. JAY S. ALBARECE

Sangguniang Bayan Member

HON. RINA EDROTE QUIÑO

Majority Floor Leader

HON. ELZEVIR A. DAGUNLAY

Sangguniang Bayan Member

HON. JOY LAVISORES CORDOVEZ

Sangguniang Bayan Member

HON. CHRISTY L. SALABE

Sangguniang Bayan Member

HON. RAQUEL ABALES BAYACAG

Sangguniang Bayan Member

HON. FLORAMAE DAYDAY PENASO

Liga ng mga Barangay Rep.

HON. JOHN ANTHONY G. LEYSON

SK Federation Rep.



ABSENT:

HON. JUNIDINI J. ARTAJO

Sangguniang Bayan Member

HON. ALEX D. PAYANGGA

IP Mandatory Rep.

- On Official Business

ORDINANCE NO. 2023-1812

(5TH Regular Session)

AN ORDINANCE APPROVING AND INCORPORATING THE AMENDMENTS TO ORDINANCE NO. 2022-1584 OTHERWISE KNOWN AS THE "MANOLO FORTICH MEMORIAL PARK -MFMP- PANLUBUNGA TA MANOLO FORTICH".

WHEREAS, the influx of migratory residents from the neighboring Cities and Municipalities is considered as one of the factors for the rapid growth of this Municipality's population. Under such premise, as the demographic structure increases; the mortality rate is likewise expected to increase. This proved to be a vital problem with the presently utilized public cemetery which is evidently congested.

WHEREAS, to address this concern, the Municipality of Manolo Fortich considered the establishment of the new Public Cemetery at Sitio Pol-oton, Tankulan, Manolo Fortich, Bukidnon.

WHEREAS, this Ordinance is crafted to set guidelines in its utilization and operational maintenance. Further, it shall prescribe rules and regulations and impose fees thereof. This is designed to offer quality memorial services at a

reasonable and affordable cost. It shall also ascertain that a bigger populace can be accommodated in a more secure, orderly and decent cemetery.

NOW THEREFORE

BE IT ORDAINED by the Sangguniang Bayan of Manolo Fortich, Bukidnon in session that;

ARTICLE 1

TITLE, SCOPE, PURPOSE AND DECLARATION OF POLICY

SECTION 1. TITLE. This shall be known as an ordinance establishing the "Manolo Fortich Memorial Park-MFMP (Panlubunga Ta Manolo Fortich)".

SECTION 2. SCOPE. This Ordinance shall cover the Manolo Fortich New Public Cemetery otherwise known as the Manolo Fortich Memorial Park which is located at Sitio Pol-oton, Tankulan, Manolo Fortich, Bukidnon composed of Seventy-Six Thousand (76,000) square meters. The provisions hereof apply to the utilization, operation, imposition of fees and administration of the same. All revenues generated from the operations shall accrue to the account of the MFMP under the Municipal Economic Enterprise Funds.

SECTION 3. PURPOSE. The establishment of the Manolo Fortich Memorial Park shall address the municipality's rapid population growth which likely increases the demands for burial spaces that could no longer be accommodated by the existing public cemetery. It shall offer the public quality standard memorial service with facilities that are affordable and reasonable and with a location that is accessible to the people.

SECTION 4. DECLARATION OF POLICY. It shall be the policy of the municipality to provide decent interment for its constituents, bearing in mind the significance of preserving the dignity and memory of the departed loved ones of the families at the time of grief. It shall uphold the highest standard of memorial services.

ARTICLE II

DEFINITION OF TERMS

SECTION 5. DEFINITION OF TERMS. For purposes of this Ordinance, the following definitions of terms shall be applied:

1. **Applicant.** Refers to a person who is interested of availing the memorial services of the Manolo Fortich Memorial Park and who has filed an application with the Municipal Economic Enterprise Management Office (MEEMO). He/she can be the next-of-kin of the deceased, guardian or, in the absence thereof, the person held in-charge of the deceased.
2. **Coffin Crypt.** A unit used for one (1) fresh interment, with a length of 220cm, width of 90cm and height of 90cm. It is a "lease only" policy process with maximum of six (6) years; however renewable only once for another six (6) years.

3. **Bone Crypt.** Type of service which shall be used solely for exhumed bone remains that can accommodate up to four sets of skeleton. These bones are taken from the Coffin Crypts or exhumed from existing (old) and other cemeteries.
4. **Burial Permit.** A pre-requisite document to be obtained from the Civil Registrar's Office before burial.
5. **LEEO.** Local Economic Enterprise Office
6. **Common Bone Depository.** Refers to a common compartment where unattended or unclaimed bones of the dead can be stored where a big cross is erected as a sign.
7. **Mausoleum.** Is a form of tomb or pantheon made above-ground composed of permanent material which design is provided by the Engineer's Office of the Local Government Unit of Manolo Fortich, Bukidnon. All expenses relative to the construction materials and labor component for the mausoleum shall be borne/paid by the client.
8. **Interment.** The act of burying the deceased in a coffin crypt, mausoleum and lawn lots, typically with funeral rites.
9. **Multiple Interment.** Consist of two (2) or more plots in adjacent areas with the same interment schedule.
10. **Double Interment.** Consists of two concrete vaults in one interment schedule.
11. **Fresh Interment with Rider.** Consists of a fresh body with a rider (bone remains or ash in an urn).
12. **Next-of-kin.** Refers to a relative by affinity or consanguinity of the deceased up to the fourth civil degree.
13. **Non-resident.** A person who is not a resident of Manolo Fortich, Bukidnon.
14. **Resident.** A person currently residing for at least six (6) months in Manolo Fortich, Bukidnon prior to his/her death.
15. **Family.** Refers to the actual member of the family such as the parents, children, relatives living with the subject family & the household help who has at least resided with the subject family for one (1) year prior to his/her death.
16. **Recording Fee.** Refers to the fees such as transfer of remains from other cemeteries and transfers within the park (from coffin crypt to bone crypt bone crypt to lawn lot as rider).

17. **Old Municipal Cemetery.** Refers to the Public Cemetery located at Purok 2, Tankulan, Manolo Fortich, Bukidnon.

18. **Columbarium.** A place for keeping the remains of a cremated body (urn) or bones.

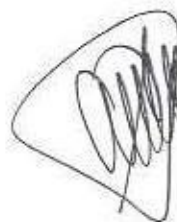
19. **Remains.** The person's body after death. Can be in a form of ash in urn or bones.

20. **Memorial Park.** An enterprise owned and managed by the Municipal Government of Manolo Fortich, designed and developed for the general community with available services comparable to private-operated memorial parks.

ARTICLE III SERVICES, RATES, PAYMENT METHODS AND PENALTIES

SECTION 6. PRODUCTS AND SERVICES. The Manolo Fortich Memorial Park provides the basic burial needs of the Manoleños, with a variety of services offered that would suit their preferences. These products and services include the following:

1. Coffin Crypts
2. Bone Crypts
3. Lawn Lots
4. Mausoleum Lots
5. Facilities and Utilities
 - a. Chapel
 - b. Parking Lots
 - c. Restrooms
 - d. Water Stations
 - e. Administrative Building
6. Interment Services
 - a. Concrete Vaults
 - b. Marble Markers
 - c. Grave Digging
 - d. Hauling
 - e. Tents
 - f. Sound System
 - g. Tables and Chairs
 - h. Interment Coordinator
 - i. Flowers
 - j. Thank you cards
 - k. Water dispenser with cups
 - l. Interment Equipment



SECTION 7. SCHEDULE OF FEES AND OTHER CEMETERY CHARGES.

The fees and charges shall be based on the following Payment Scheme:

CLASSIFICATION	TCP	SPOTCASH (15% DISCOUNT)	AT-NEED PRICE (50% MARK UP ON TCP)	20% DP (PAYABLE IN 6 MONTHS)	REMAIN ING BALANC E	TERM (5% INTEREST PER ANNUM)				
						5 YEARS	4 YEARS	3 YEARS	2 YEARS	1 YEAR
MAUSOLEU M	1,100, 000.00	935,000 .00	165,00 0.00	220,000 .00	880,0 00.00	16,606. 69	20,265. 75	26,374. 39	38,606. 82	75,334. 58
LAWN LOT PRIME	50,000. 00	42,500. 00	75,000. 00	10,000. 00	40,00 0.00	754.85	921.17	1,198.8 4	1,754.8 6	3,424.3 0
LAWN LOT REGULAR	40,000. 00	34,000. 00	60,000. 00	8,000.0 0	32,00 0.00	603.88	736.94	959.07	1,403.8 8	2,739.4 4
COFFIN CRYPT (LEASE)	6,000.0 0	5,100.0 0	-	1,200.0 0	4,800. 00	80.00	100.00	133.33	200.00	400.00
BONE CRYPT (PERMANEN T)	10,000. 00	8,500.0 0	-	2,000.0 0	8,000. 00	133.33	166.67	222.22	333.33	666.67
COMMON BONE DEPOSITOR Y OF UNCLAIMED BONES (BIG CROSS)	FREE	FREE	FREE	FREE	FREE	FREE	FREE	FREE	FREE	FREE

OTHER CEMETERY CHARGES

Facilities and Other Services	Rates
1. Burial Permit Fee	P 500.00
2. Interment Fee	
A – Coffin Crypt	P 5,000.00
B – Lawn Lot & Mausoleum (Per Interment)	P 25,000.00
3. Use of Chapel other than interment	P 500.00
4. Postponement/Cancellation of Interment Schedule	P 500.00
5. Bone Transfer (bones from other cemetery)	P 3,500.00
6. Revocation Fee	P 500.00
7. Certificate of Interment Rights (COIR)	1,000.00
8. Transfer of Interment Rights (TOIR)	1,000.00
9. Restructuring Fee	500.00
10. Purchase Agreement of Interment Rights (PAIR)	1,000.00
11. Re-issuance of Purchase Agreement (Certified True Copy)	500.00
12. Upgrading Fee	Free
13. Downgrading Fee	10% decrease in NCP
14. Certification Fee	60.00

15. Construction Deposit	
a. Mausoleum/Base	15,000.00
16. Construction Fee	-
a. Mausoleum/Base/Repairs	10,000.00
17. Exhumation Service Fee	12,000.00
18. Transfer of Vault (Within the Park)	10,000.00
19. Transfer of Lot Location (TOLL)	1,000.00
20. Recording Fee per set of bones/ash in urn (per remains)	2,500.00
21. Rush Interment (24 hrs. notice)	3,500.00
22. Rush Interment (48 hrs. notice)	3,000.00
23. Interment Cancellation	3,500.00
24. Interment Re-scheduling	2,500.00

SECTION 8. - A). TIME AND MANNER OF PAYMENT. Fees and charges herein imposed are payable to the Office of the Municipal Treasurer before availing of the services, as indicated hereunder;

Type of Fee	Time and Manner of Payment
1. Burial and Interment Fee	- Before Interment
2. Transfer Fee	- Before Transfer of Cadaver
3. Coffin Crypt	- Before Actual Use of Coffin Crypt
4. Fee for Bone Crypt	- Before Actual Use of Bone Crypt
5. Purchase of Mausoleum Lots	<p>A. Pre-Need-Minimum down payment of 20% and the remaining balance on a Monthly Installment Plan for a minimum period of Three (3) Years and maximum period of Five (5) years.</p> <p>B. On-Need - One time/full payment</p>
6. Purchase of Lots	
a. Park A - Prime Lawn Lot	<p>A. Pre-Need-Minimum down payment of 20% and the remaining balance on a Monthly Installment Plan for a minimum period of Three (3) Years and maximum period of Five (5) years.</p> <p>B. On-Need - One time/full payment</p>
b. Park B - Regular Loan Lot	<p>A. Pre-Need-Minimum down payment of 20% and the remaining balance on a Monthly Installment Plan for a minimum period of Three (3) Years and maximum period of Five (5) years.</p>

7. All other fees and charges

- Full payment before availing the services.

B). Offering for Sale of Mausoleum & Lawn Lots on a pre-need development will be offered only to the residents of Manolo Fortich. Non-residents are supposed to pay in full upon usage.

SECTION 9. LEASE AGREEMENT. The Lease Agreement shall be substantially in the following form but may be modified to conform to the type of services availed:

**LEASE AGREEMENT
(Coffin Crypt)**

This Lease Agreement for Coffin Crypt space is entered into by and between the Municipal Government of Manolo Fortich as Lessor and the undersigned Lessee named herein:

Date:		
Name of Lessee:		Occupation:
Address:		Telephone/Mobile:
Relationship with the Deceased:		

Two (2) Other Contact Persons in case of unavailability of the herein Lessee.

Relationship with the Lessee:		
Name:		Occupation:
Address:		Telephone/Mobile:

Relationship with the Lessee:		
Name:		Occupation:
Address:		Telephone/Mobile:

INTERMENT PARTICULARS AND LEASE AMOUNT

Block No: _____
Crypt No: _____
Date of OR: _____

AMOUNT: _____
Official Receipt (OR) No. _____

INTERMENT RIGHTS

The coffin crypt can be used for one (1) fresh interment. The period of lease of the coffin crypt expires after six (6) years reckoned from the date of interment. The lease shall be subject for renewal on the sixth (6th) year up to the twelfth (12th) year. Lease, mortgage, sale or any transfer of interment rights shall not be allowed.

LAWS AND REGULATIONS

The use of any tomb, exercise of interment rights, installation of any memorial, visitation of any memorial site and performance of all services are subject to the restrictions and regulations and all other provisions as provided for under Municipal Ordinance No. 2022-1633 and the rules and regulations of the cemetery as may be currently in effect or from time-to-time amended by the Municipality of Manolo Fortich through the Sangguniang Bayan upon recommendation of the Municipal Economic Enterprise Management Office (MEEMO).

COLLECTION USE AND PRIVACY OF PERSONAL INFORMATION

The Lessee, by signing this agreement, acknowledges and gives his/her permission/consent to the Cemetery Management to, from time to time, as requested; provides interment or memorial locations to cemetery visitors.

The Lessee, by signing this agreement, waives any responsibility or liability of the Cemetery Management to control, limit, restrict or prevent access to or disclosure of personal information that may be recorded on any monument, marker or memorial installed for display at the cemetery.

EXPIRATION OF LEASE

Immediately after the expiration of the lease, the interred remains shall be exhumed for transfer from the Coffin Crypt Section of the Manolo Fortich Memorial Park, upon payment of the appropriate fees, unless the LESSEE or the surviving relative of the deceased notifies the Municipal Economic Enterprise Management Office (MEEMO) of their intention to transfer the remains to other licensed memorials or burial site, in which case they shall cause the exhumation and transfer before the expiration of the lease.

Unattended bones at the expiration of the lease shall be transferred to the Common Bone Depository (Big Cross) of the Manolo Fortich Memorial Park. The MEEMO shall consider the interred bones as unattended bones in the event that the LESSEE or any of the surviving relatives of the deceased cannot be located. Likewise, failure or refusal to pay the fees for the transfer of the bones to the Bone Crypt three (3) months prior to the expiration of the lease, despite notice, shall be deemed unattended and shall authorize the MEEMO to place the bones in the Common Bone Depository (Big Cross) of the Manolo Fortich Memorial Park.

MARKINGS

The lessee shall not make markings on the coffin crypt/s as markings will be done by the Manolo Fortich Memorial Park (MFMP).

NOTICES

The LESSOR, through the MEEMO shall promptly serve notices to the LESSEE or to the concerned surviving relatives of the deceased interred in the coffin crypt at least three (3) months prior to the date of expiration of the lease.

It shall be the duty of the LESSEE or the surviving relative of the deceased to promptly notify the MEEMO of any change in their address or contact numbers for purposes of serving the notices required under the contract.

The Municipality or any of its officials, employees or agents shall not be liable or held accountable for the automatic transfer of bones to the Common Bone Depository for failure of the LESSEE or surviving relative to notify the MEEMO of any change in their address or contact numbers.

CEMETERY RULES AND REGULATIONS

The Lessee, by signing this agreement, acknowledges receipt of a copy of the same and agrees to observe that the provision, use and maintenance as applicable covered in this agreement together with all of the facilities of the cemetery are subject without exception to the Municipal Ordinance No. 2022-1633 and other Rules & Regulations and Schedule of Rates for the cemetery in its entirety.

The Lessee, by signing this agreement, acknowledges that there are, without exception, restrictions and limitations on the exercise of interment rights and on the form, type and installation of memorial structures in the cemetery and that is the responsibility of the Applicant to ensure the exercise of Interment Rights and that any memorial structure is in compliance with this Municipal Ordinance No. 2022-1633 and other Rules & Regulations as maybe prescribed in the future.

The MFMP reserves the right, without prior notice, to remove any memorial structure, personal memento, decoration or floral tributes which do not conform or comply with the Municipal Ordinance No. 2022-1633, s. 2022 and other Rules & Regulations.

Subject to a request being made in advance and with the permission and at the sole discretion of the Memorial Park Administrator, display of items that of significance to the deceased may be permitted on Coffin Crypts on holidays, anniversaries or other dates. Such displays will only be permitted overnight to remain on site otherwise, items maybe removed even without prior notice.

IN WITNESS WHEREOF, the Parties executed this Agreement on the ____ day of ____ 2022.

Signature of Lessee

Signature for the
Municipality of Manolo Fortich

Print Name of Lessee

Municipal Mayor
or Duly Authorized Representative

ACKNOWLEDGEMENT

Republic of the Philippines)
Manolo Fortich, Bukidnon) SS

BEFORE ME, a Notary Public on this appeared ____ day of _____ personally appeared:

Name

Valid ID No.

Date/Place Issued

Known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledge before me that the same is their free and voluntary act and deed. This Agreement is composed of _____ (_____) pages including the page wherein the acknowledgement is written.

WITNESS MY HAND AND SEAL at the place and on the date first above indicated.

ARTICLE IV ADMINISTRATIVE PROVISION RULES, REGULATIONS AND PROHIBITIONS

SECTION 10. PROVISIONS FOR COFFIN CRYPTS, BONE CRYPTS, MAUSOLEUM AND LAWN LOTS.

A. COFFIN CRYPTS SHALL HAVE THE FOLLOWING SPECIFIC RULES AND REGULATION:

1. Operation can be used for one (1) fresh interment. Such interment shall be exhumed for transfer to Bone Crypt Section after a period of six (6) years reckoned from the date of interment and upon payment of appropriate fees. Failure or refusal to pay within the period stated in the notice required under Section 16 hereof shall cause the bones to be considered as unattended bones and shall authorize the MEEMO to place the bones in the common bone depository (Big Cross) unless otherwise renewed for another six (6) years.

2. Sub-lease, mortgage, or other transfer or use of interment rights shall not be allowed.

B. BONE CRYPTS SHALL HAVE THE FOLLOWING SPECIFIC RULES AND REGULATION:

1. Bone Crypts shall be utilized solely for exhumed bone remains, four sets of skeleton per unit.
2. All re-interred remains in the Bone Crypts are permanent and may not be disinterred except for lawful causes and/or purposes.

3. Sub-lease, mortgage, or other transfer or use of interment rights shall not be allowed.

C. PROVISIONS FOR MAUSOLEUM & LAWN LOTS:

1. Mausoleum and Lawn lots are available for sale in a "Pre-need" or "on-need" concept. However, clients are only allowed to purchase a maximum number of five (5) Lawn lots and one (1) Mausoleum lot, based on the anticipated need to prevent unscrupulous investors from acquiring multiple lots for resale in the future in a much higher price. "Anticipated need" can be determined based on the number of family members, close relatives and household help.

The grave marker or tombstone in the memorial park shall be uniform and provided by the MFMP in accordance with the plans and specifications approved by the Municipal Engineer's Office.

2. Certificate of Full Payment indicating the "Right to Occupancy" shall be issued only upon full payment.

The Right to Occupy Lawn Lots in the Mausoleum area are transferrable. Any interested person may assume the Right to Occupy, provided that the necessary fees as well as the prescribed documentation requirements are being complied with.

3. Construction of Mausoleum shall be allowed only after the client has paid in full the cost of lot. Building permit must be secured first before the construction by an accredited contractor. However if the applicant is a resident of Manolo Fortich, Section 9.B of Article III of Municipal Ordinance No. 2022-1633 applies.

SECTION 11. GENERAL PROVISION. Non-residents shall pay the selling price of the perpetual bone crypt and coffin crypt twice the amount charged against the residents.

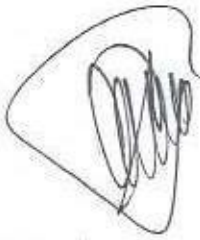
SECTION 12. COMMON BONE DEPOSITORY (BIG CROSS). The Municipality shall provide a common bone depository for unclaimed or unattended bones after a period of six (6) years reckoned from the date of interment from the coffin crypt.

SECTION 13. PROHIBITED AND REGULATED ACTS

A. PROHIBITED ACTS.


It shall be unlawful for any person to do the following acts within the premises of the Manolo Fortich Memorial Park (MFMP):

1. Smoking and drinking of alcoholic beverages;
2. Bringing inside of alcoholic beverages;
3. Gambling;
4. Display of drunkenness and unruly behaviour,

5. Loud noise from stereos, components, videoke machines, player or the like with the effect of disturbing the serenity of the area except those used during interment services, provided it shall not exceed the audible level necessary for the conduct of the services
 6. Bringing in of deadly weapons and firearms, except law enforcement personnel on duty;
 7. Defacement, vandalism, graffiti, unauthorized alteration of structures and grave markers;
 8. Improper disposal of waste;
 9. Building of structures not authorized by the Municipal Engineer's Office, MEEMO, including those structures which tend to obstruct the free passage of persons and vehicles inside the premises;
 10. Selling of food items and beverages including but not limited to, candies, sandwiches, other packed foods, colas or sodas, juices, alcoholic beverages, bottled water. Vending of items including but not limited to: candles, flowers, religious items, tobacco products, clothing;
 11. Unauthorized paintworks on Coffin Crypts, Bone Crypts and Lawn Lots;
 12. Fencing, hedging, and railings on Coffin Crypts and Bone Crypts;
 13. Other Acts deemed unlawful under the law.
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B. REGULATED ACTS.

The following acts are regulated:

1. Selling of items, food and beverages, as stated in Paragraph T Section 13, Article IV above may be allowed only during special days as determined by law and only upon authorization by the MEEMO and upon payment of reasonable fees for the permit. Provided, however, that the selling thereof shall be limited to designated areas outside of the cemetery in which case the placement of temporary stalls and the like shall be determined by the Cemetery Management. Selling of tobacco products and alcoholic beverages are absolutely prohibited.
 2. Consumption of tobacco products outside of the Cemetery shall follow the prohibition as stated in the Ordinance No. 2017-1134 Entitled; AN ORDINANCE REGULATING SMOKING WITHIN THE MUNICIPALITY OF MANOLO FORTICH, BUKIDNON. Consumption of alcoholic beverages outside the Cemetery shall be prohibited within fifty (50) meters from the Cemetery entrance and exit.
 3. The MEEMO may contract outside services for interment. The latter shall conduct a public bidding for this purpose and shall strictly follow the guidelines under RA 9184.
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ARTICLE V
INTERMENT PROCESS AND EQUIPMENT USAGE

SECTION 14. INTERMENT PROCEDURE

A. REQUIREMENTS AND PROCESS FLOW

1. Interment process shall include complying documentary requirements, such as:
 - 1.a Death Certificate from the Municipal Civil Registrar's Office;
 - 1.b Barangay Certification for proof of residency.
 - 1.c Application for the lease contract/contract of agreement to the MEEM or Deed of Sale, as the case maybe and
 - 1.d Secure a burial permit from the Municipal Civil Registrar's Office. Payment of all regulatory fees shall be paid at the Municipal Treasurer's Office.

B. CHURCH ARRANGEMENTS, USE OF CHAPEL AND GRAVESIDE SERVICES

1. The Manolo Fortich Memorial Park Ecumenical Chapel shall be made available during interments provided that the following requirements under Article V, Section 14A shall be complied;
2. Arrangements pertaining to church (serving priest, pastor) or other religious requirements for funeral servicing shall be complied with by the concerned families relative to the type of interment services availed of.
3. Notice to Use the chapel, including graveyard services, shall be made three (3) days prior to the actual schedule of interments. However, any changes of schedules shall be made two (2) days prior to the applied interment schedule.
4. Accomplished requirements shall be presented to the concerned personnel at the Cemetery Office who shall subsequently advise the in-charge for physical preparation of the Chapel;
5. Arrangements pertaining to the use of chapel shall be made personally by the concerned family or an authorized representative.

SECTION 15. RULES AND REGULATIONS ON THE USAGE OF CEMETERY EQUIPMENT/TOOLS. The MFMP shall provide all the necessary tools/ equipment for efficient and effective operation of the cemetery. The use of the cemetery tools and equipment shall be governed by the following rules:

1. The MEEMO shall keep an inventory, as well as records on the utilization of cemetery tools and equipment.
2. Periodic Preventive Maintenance of all equipment shall be undertaken by the Office.
3. Other facilities may be introduced during interment by the concerned families, subject to the approval of the MFMP.
4. All cemetery equipment shall be exclusively used for interments, disinterment and removal. In the event that the interments are to be contracted out, the contractor shall provide its own equipment for interment. The MEEMO shall provide the minimum number and type of equipment for interment that must be owned or acquired by the contractor.

ARTICLE VI RECORDS, NOTICES AND FORTUITOUS EVENTS

SECTION 16. RECORDS AND NOTICES. Records of all burial contracts shall be under the custody of the MEEMO. It shall:

1. Maintain a systematic and orderly filing of records of all deceased persons interred in the Manolo Fortich Memorial Park with the following information: Name, Date of Birth, Date of Death, Age upon Death, Sex (Male or Female), Nationality, Date of Interment, Date of Transfer in case of transferred cadaver. The name and address of contact person must be indicated in the registry.
2. Keep an inventory of all available and leased coffin crypt and bone crypt and sold Lawn and Mausoleum Lots.
3. Promptly serve notices to concerned relatives of the deceased interred in coffin crypt three (3) months before the expiration of the lease contract, informing them of the transfer of bones to the bone crypt. Application for disinterment or exhumation must be filed before the Municipal Health Office and copy of which shall be submitted to the Memorial Park Administrator five (5) days before the actual exhumation of the bones.
4. It shall also keep a comprehensive map to emphasize the specific location, dimension size if applicable and other information regulating the lawn and mausoleum lots.

SECTION 17. FORTUITOUS EVENT. The MFMP shall not be held liable for any loss, damage or inconvenience caused to any person or immediate relatives inside the MFMP by any reason caused by fortuitous event. The municipality, through the MEEMO, however for humanitarian reason, may judiciously exert efforts in order to minimize such loss or damage.

ARTICLE VII ADMINISTRATIVE AND SUPERVISORY FUNCTIONS

SECTION 18. THE MFMP ADMINISTRATOR. The Manolo Fortich Memorial Park shall be under the Municipal Memorial Park Administrator who shall exercise supervision, administration, operation and control over the old and new public cemeteries owned and operated by the Municipal Government of Manolo Fortich.

SECTION 19. The Municipal Mayor may authorize the Memorial Park Administrator to sign Contract of Sale or Contract of Lease. The contract shall specify information, among others, the name, civil status, address, his relationship to the deceased person, the lot or coffin crypt classification, specific location, price and such other information as may be necessary.

The Memorial Park Administrator (MPA) in coordination with the Municipal Engineer's Office shall design a uniform marker of memorial for all lawn & Mausoleum Lots; Coffin & Bone Crypts in the MFMP.

SECTION 20. Burial of indigents who are residents of Manolo Fortich, shall be assisted by the Local Government Unit provided that it shall pass the scrutiny of the Municipal Social Welfare and Development Office. The guardian of the deceased shall secure first a certification from the concerned Punong Barangay that the deceased is an indigent.

SECTION 21. ORGANIZATIONAL STRUCTURE. To ensure the efficient and effective implementation of the policies, rules and regulations on cemetery operations, the following positions are hereby created to be included in the plantilla of positions of the Municipal Economic Enterprise Management Office (MEEMO), to wit;

1-Administrative Officer IV	-	SG 15
2-Administrative Aide III (Clerk 1)	-	SG 3
4-Cemetery Caretaker	-	SG 2

The security services may be contracted out by the MEEMO with the legitimate security service provider following the Republic Act 9184, otherwise known as "An Act Providing for the Modernization, Standardization and Regulation of the Procurement Activities of the Government and for other Purposes".

The above-mentioned personnel shall have the following duties and responsibilities:

Administrative Officer IV Salary Grade 15

- Serves as the Memorial Park Administrator and shall take charge of the overall operation and maintenance of the Manolo Fortich Memorial Park.
- Supervises subordinates and ensures that their respective tasks are being carried out on time.
- Designs strategies and performs activities that promote marketing of the new MFMP.
- Coordinates and periodically reports to the Head of Economic Enterprise Matters pertaining to the overall operation of the Manolo Fortich Memorial Park.
- Monitors and ensures the daily turnover of collections to the Municipal Treasury Office.
- Assigns related tasks to immediate staff.

Administrative Aide III (Clerk 1) Salary Grade 3

- Takes charge of the front desk/customer service area.
- Performs clerical works, prepares report to be reviewed by the MF Administrator for submission to the Head of the Municipal Economic Enterprise and does other functions as maybe assigned from time to time.
- Maintains proper keeping of records and documents pertaining to the operation of the Manolo Fortich Memorial Park.

Cemetery Caretaker Salary Grade 2

- Responsible in ground preparation and actual interment and takes charge in the after care of equipment & other facilities inside the Manolo Fortich Memorial Park.
- Stores equipment tools in safe areas and report to MP Administrator for periodic inventory of such tools.
- Takes charge of physical maintenance of the Manolo Fortich Memorial Park including the facilities, utilities, Administrative Building (including lavatories) & Chapel, gardening, lawn and landscaping (planting carabao grass/manila grass).
- Reports to immediate supervisor any irregularities that may arise at any time during his tour of duty.

Security Guard (Contracted)

- Ensures safety and order of the Manolo Fortich Memorial Park during the entire shift.
- Observes protocol and strictly enforce memoranda and orders of the management, coordinates and reports any untoward incident to the proper law enforcement agencies.
- Checks and notes all incoming and outgoing visitors.
- Maintains logbook and record of events.
- Strictly follows the eleven (11) general orders for security guards

ARTICLE VIII
ENFORCEMENT, PENAL AND TRANSITORY PROVISIONS

SECTION 22. PENAL CLAUSE. Violations to any provision of this Ordinance shall be fined as follow:

1st offense	-	Php 500.00
2nd Offense	-	Php1,500.00
3rd Offense	-	Php2,500.00 or an imprisonment

of not less than one (1) month but not exceeding three (3) months, upon the discretion of the Proper Court.

Acts mentioned herein which are already penalized under existing laws and ordinance shall be prosecuted and penalized under this Ordinance.

SECTION 23. TRANSITORY PROVISION. No more burial shall be allowed in the old public cemetery at the start of operation of the Manolo Fortich Memorial Park.

SECTION 24. SEPARABILITY CLAUSE. If any portion of this ordinance shall be found to be unconstitutional or otherwise declared invalid by a court of competent jurisdiction, all remaining provisions shall remain in effect and shall not be affected by the ruling on the invalid section.

SECTION 25. REPEALING CLAUSE. This Ordinance hereby repeals/modifies Ordinance No. 2022-1584. All other Ordinances, resolutions, rules or parts thereof which are inconsistent of this Ordinance are hereby likewise repealed and/or modified accordingly.

SECTION 26. EFFECTIVITY CLAUSE. This Ordinance shall take effect after three (3) series of publications in a newspaper of the local circulation and after issuance of appropriate Certificates and Licenses from the Department of Settlements and Urban Development (DSUD).

This Ordinance was enacted on motion of Honorable Jay S. Albarece and unanimously seconded by the members present.

ENACTED: February 2, 2023.

CERTIFIED CORRECT:


JANICE C. BACOL

Board Secretary IV

Secretary to the Sanggunian- Designate

CERTIFIED AND ATTESTED TO HAVE
BEEN ENACTED ON FEBRUARY 2, 2023:




REYNALDO L. BAGAYAS, JR.

Presiding Officer

Municipal Vice Mayor

APPROVED:



ROGELIO N. QUIÑO

Municipal Mayor