CITY OF TOLEDO
DIVISION OF PARKS AND FORESTRY

CEMETERIES
INDIGENT BURIAL PROCEDURES

The following summarizes the City of Toledo Cemetery Procedures and list all necessary documentation required:

Funeral Home Shall:

- **Complete and Notarize #1 & #2:**
  1. **Indigent Burial Agreement**
  2. **Affidavit of Funeral Home Director**
  3. **Present original documents of the above to the family (Applicant)**
  4. **Advise the family (Applicant) to collect all necessary paperwork (see below) and go to the Cemetery Office**

The Family (Applicant) Shall:

1. **Deliver Indigent Burial Agreement (From Funeral Director)**
2. **Deliver Indigent Burial Affidavit (From Funeral Director)**
3. **Provide Proof of Residency (2 pieces of mail postmarked within 60 days of Date of Death)**
4. **Sign and Notarize Indigent Burial Affidavit**

Cemetery Office and Funeral Home Confirmation:

- **Cemetery Office Personnel calls Funeral Home**
  1. **Cemetery Office advises that the paperwork is "In Order"**
  2. **Schedule service / action**
  3. **City of Toledo requires Burial Permit (needed prior to burial)**
  4. **Death Certificate (copy) to be supplied to the Cemetery Office**

NOTE: Payment will not be made until City of Toledo Cemetery Office receives Invoice and A Death Certificate.

City of Toledo
Cemetery Office
2201 Ottawa Parkway
Toledo, 43606
Office Hours: 8:30am - 4:00pm Mon. – Fri.
Cemetery Office Phone 419-936-3081
Cemetery Office Fax 419-936-3087

DMG:TBS:LAN:tsb 2-18-10

City of Toledo

Indigent Information

Date: _____ Time: _____ Funeral Director Phone #: _____

Funeral Director: _____ Funeral Director Fax #: _____

Address: _____

Name of Deceased: _____

D.O.B. _____ D.O.D. _____ Age: _____

Address (Deceased): _____

Next of Kin: _____ Relationship: _____

Address (Next of Kin): _____

Telephone Number (Next of Kin): _____

Family will accept cremains: _____ Is deceased a Veteran? _____

CITY OF TOLEDO
MUNICIPAL CEMETERIES OFFICE
2201 OTTAWA PARKWAY
TOLEDO, OHIO 43606
(419) 936-3081

EXHIBIT A
INDIGENT DISPOSITION AGREEMENT
AFFIDAVIT OF FUNERAL HOME DIRECTOR

STATE OF OHIO)
) ss:
COUNTY OF LUCAS)

I, _____ (the "Affiant"), being first duly sworn, do
(Please Print)
depose and state that:

1) I am a duly licensed funeral director of _____ ("Funeral Home") located at _____;

2) As the funeral director I am responsible for all aspects of the burial or cremation of the deceased including the funeral arrangements and the funeral rites.

3) If the family does not claim the cremains within a reasonable period, the cremains shall be left with the funeral home for a period of 12 months. After this 12-month time period, arrangements shall be made between the Funeral home and the City of Toledo to inter the cremains at Forest Cemetery

4) This Affidavit of Funeral Director is provided in accordance with a certain Indigent Disposition Agreement of even date herewith for the cremation and/or burial of cremains of _____ (the "Decedent").

5) Neither the Affiant nor the Funeral Home has received any type of compensation for cremation and/or burial of cremains services associated with the Decedent.

6) To the best of Affiant's knowledge, Decedent died an indigent resident of the City of Toledo and qualifies for indigent disposition pursuant to Ohio Revised Code and Toledo Municipal Code.

7) **AFFIANT CERTIFIES HE/SHE HAS READ AND UNDERSTANDS THE TRUTH AND COMPLETENESS OF THE STATEMENTS HEREIN AND UNDERSTANDS AND ACKNOWLEDGES THESE STATEMENTS ARE FOR THE EXPRESS PURPOSE OF INDUCING THE CITY OF TOLEDO TO PAY FOR INDIGENT DISPOSITION SERVICES PROVIDED BY THE FUNERAL HOME AND UNDERSTANDS THAT ANYONE WHO FURNISHES FALSE OR MISLEADING INFORMATION IS SUBJECT TO CRIMINAL PROSECUTION AND/OR CIVIL LIABILITY.**

Further Affiant sayeth naught.

_____
(Signature)

Sworn to before me and subscribed in my presence this ___ day of _____, _____.

_____
NOTARY PUBLIC

CITY OF TOLEDO
MUNICIPAL CEMETERIES OFFICE
2201 OTTAWA PARKWAY
TOLEDO, OHIO 43606
(419) 936-3081

EXHIBIT B

INDIGENT DISPOSITION AGREEMENT

AFFIDAVIT OF NEXT OF KIN/PERSON WITH KNOWLEDGE OF DECEDENT

STATE OF OHIO)
) ss:
COUNTY OF LUCAS)

I, _____ (the "Affiant"), as next of kin or the person
(Please Print)
with knowledge of decedent, _____ (the "Decedent"), being first duly sworn, do depose and state that:

1) Affiant's relationship to Decedent is _____.
(i.e., brother, mother, close friend, etc.)
2) Decedent died a resident of the City of Toledo, having an address of:
_____.
Proof of residency of the city of Toledo attached.
3) To the best of Affiant's knowledge, neither the funeral director nor the funeral home has received any compensation, either directly or indirectly, in any form, for the cremation of the Decedent.
4) To the best of Affiant's knowledge, the Decedent is indigent and has no real or personal property, employment benefits, pensions, annuities, social security, unemployment compensation, inheritances, insurance, or other assets.
5) Affiant agrees to reimburse the City of Toledo for disposition expenses, if it is determined that the Decedent died owning assets, property, and/or insurance sufficient to cover the Decedent cremation and/or cremains burial expenses.
6) Affiant hereby consents to the ___ cremation of Decedent and ____burial of Decedent cremains. (Initial one or both)
7) **AFFIANT CERTIFIES HE/SHE HAS READ AND UNDERSTANDS THE TRUTH AND COMPLETENESS OF THE STATEMENTS HEREIN AND UNDERSTANDS AND ACKNOWLEDGES THESE STATEMENTS ARE FOR THE EXPRESS PURPOSE OF INDUCING THE CITY OF TOLEDO TO PAY FOR INDIGENT DISPOSITION SERVICES AND UNDERSTANDS THAT ANYONE WHO FURNISHES FALSE OR MISLEADING INFORMATION, SUBJECT TO CRIMINAL PROSECUTION AND/OR CIVIL LIABILITY.**

Further Affiant sayeth naught.

_____
(Signature)

Sworn to before me and subscribed in my presence this ___ day of _____, _____.

_____
NOTARY PUBLIC

[Rev. 1/28/2011]

CITY OF TOLEDO
MUNICIPAL CEMETERIES OFFICE
2201 OTTAWA PARKWAY
TOLEDO, OHIO 43606
(419) 936-3081

INDIGENT DISPOSITION AGREEMENT

This **INDIGENT DISPOSITION AGREEMENT** ("Agreement") is made this _____ day of _____ 20___ by and among, the City of Toledo, through its Cemeteries Office ("Cemeteries Office") located at 2201 Ottawa Parkway, Toledo, Ohio 43606, and _____ ("Funeral Home") located at _____, Toledo, Ohio.

WHEREAS, the City of Toledo and the Funeral Home desire to enter this Agreement by which the Funeral Home shall provide cremation for the decedent pursuant to Ohio Revised Code and Toledo Municipal Code.

NOW, THEREFORE, for and in consideration of the mutual promises hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged the Parties agree as follows:

The City of Toledo Cemeteries Office shall pay Funeral Home $ _____ in consideration of Funeral Home providing professional cremation and burial of cremains services for _____, deceased, who has been identified as an indigent resident of the City of Toledo. Such services shall be in accordance with the Ohio Revised Code, Toledo Municipal Code and the established rules and regulations of the Cemeteries Office. Payment for the services is conditioned upon the Cemeteries Office receipt of a properly-executed Affidavit of Funeral Home Director, a copy of which is attached as Exhibit "A" and an Affidavit of Next of Kin, a copy of which is attached as Exhibit "B" and an invoice, death certificate, cremation certificate, and proof of residency of the City of Toledo (of the deceased). In the event at any time it is determined by the Cemeteries Office that the decedent was not indigent, was not a resident of the City of Toledo upon death; or the Funeral Home, its agents or employees, received any form of compensation for professional services provided to or on behalf of the decedent, this agreement shall terminate and Funeral Home shall be liable to the Cemeteries Office for reimbursement in full for any payment Funeral Home has received per this agreement. The decedent's cremains shall be returned to the next of kin or person of knowledge of the decedent or buried as cremains and otherwise in accordance with law.

IN WITNESS WHEREOF, the Parties have caused this Indigent Disposition Agreement to be executed as of the day and year first above written.

CITY OF TOLEDO
MUNICIPAL CEMETERIES OFFICE:

By: _____

Date: _____

[Rev. 3/12/13]

FUNERAL HOME
_____:

By: _____
(Signature)

_____
(Please Print)
Funeral Director
License No. _____

Date: _____