

**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**

**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 \_\_\_\_\_, \_\_\_\_.

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**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 DECEDED**

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)

**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: \_\_\_\_\_

**FUNERAL HOME**

\_\_\_\_\_  
By: \_\_\_\_\_

(Signature)

(Please Print)

Funeral Director

License No. \_\_\_\_\_

Date: \_\_\_\_\_  
[Rev. 3/12/13]

Date: \_\_\_\_\_