

These Rules and Regulations apply to the:

Berkshire Cemetery

Sunbury, Ohio 43074

For information please contact

Berkshire Township

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www.BerkshireTwp.Org

Effective July 25, 2016

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Article I Definitions

1.1 Definitions

The following definitions apply to terms used in these Rules and Regulations:

- A. "Board" means the Berkshire Township Board of Trustees.
- B. "Cemetery Grave Space" means a plot of real estate intended for the burial of one set of human remains that have not been cremated or up to two (2) sets of human remains that have been cremated. One (1) standard Cemetery Grave Space measures four feet (4') by twelve feet (12'). A standard Cemetery Grave Space may be divided into two (2) separate spaces measuring four feet (4') by six feet (6') for the burial of cremated remains.
- C. "Cemetery Lot" means a plot of real estate made up of more than one (1) Cemetery Grave Space.
- D. "Companion Cemetery Grave Space Marker" means any Marker centered on one or more Cemetery Grave Space(s). A Companion Cemetery Grave Space Marker with two (2) or more names on it is considered one monument for each Cemetery Grave Space it is designed to mark.
- E. "Companion Cemetery Grave Space Monument" means any Monument centered on one or more Cemetery Grave Space(s). A Companion Cemetery Grave Space Monument with two (2) or more names on it is considered one monument for each Cemetery Grave Space it is designed to mark.
- F. "County" means Delaware County, Ohio.
- G. "Domestic Partner" means a person with whom another person maintains a household, other than a person to whom he or she is legally married.
- H. "Immediate Family Member" means a Spouse or **Domestic Partner** or any of the following who are related by full or half consanguinity or marriage to the Purchaser:
 - i. Parent
 - ii. Child
 - iii. Sibling
 - iv. Grandparent
 - v. Grandchild
 - vi. Uncle or Aunt
 - vii. Nephew or Nice
 - viii. Great-Grandparent
 - ix. First Cousin
- I. "Marker" means any permanent marker of a Cemetery Grave Space(s) placed on a foundation and which is flush with the ground.
- J. "Monument" means any permanent marker of a Cemetery Grave Space(s) placed on a foundation that is not flush with the ground.

- K. "Non-Township Resident" means a person who is not a resident of Berkshire Township, Delaware County, Ohio.
- L. "Owner" means the person(s) in whom is vested ownership of the Cemetery Grave Space or Cemetery Lot. The Owner may or may not be the same person as the Purchaser.
- M. "Purchaser" means the purchaser of or grantee relative to any purchase of a Cemetery Grave Space and/or Cemetery Lot.
- N. "Rules and Regulations" means these Berkshire Township Board of Trustees Rules and Regulations Governing Berkshire Cemetery.
- O. "Single Cemetery Grave Space Marker" means a single Marker placed on a single Cemetery Grave Space.
- P. "Single Cemetery Grave Space Monument" means a single Monument placed on a single Cemetery Grave Space.
- Q. "Spouse" means a person to whom one is legally married (i.e. a husband or wife).
- R. "Termination Date" means that date which is fifty (50) years from the date of purchase of a Cemetery Grave Space or Cemetery Lot or the expiration of any renewal of such time period.
- S. "Township" means Berkshire Township, Delaware County, Ohio.
- T. "Township Resident" means a person who is a resident of Berkshire Township, Delaware County, Ohio.
- U. "Triple Cemetery Grave Space Marker" means any Marker centered on three (3) Cemetery Grave Space(s). A Triple Cemetery Grave Space Marker with three (3) names on it is considered one monument for each Cemetery Grave Space it is designed to mark.
- V. "Triple Cemetery Grave Space Monument" means any Monument centered on three (3) Cemetery Grave Space(s). A Triple Cemetery Grave Space Monument with three (3) names on it is considered one monument for each Cemetery Grave Space it is designed to mark.

Article II Sale of Cemetery Grave Spaces

2.1 Sale

Upon application, the Board shall sell at a reasonable price, such price to be set by the Board, the number of Cemetery Grave Spaces or Cemetery Lots as public wants demand for burial purposes, per Article VII, Purchase Limitations.

2.2 Deed

A Purchaser of a Cemetery Grave Space or Cemetery Lot, upon complying with the terms of sale, shall receive a deed for the Cemetery Grave Space or Cemetery Lot which the Board shall execute and which shall be recorded by the Township in a book for that purpose.

2.3 Prices and Fees

- A. All prices and fees shall be as set forth in the effective schedule as approved by the Board. The current Fee schedule is available at www.BerkshireTwp.org
- B. The Board may distinguish between Township Residents and Non-Township Residents in setting and establishing prices for Cemetery Grave Spaces.
- C. Upon the application of a head of a family living in the Township, the Board shall, without charge, make and deliver to the applicant a deed for a suitable lot for the burial of the applicant's family, if, in the opinion of the Board and by reason of the circumstances of the family, the payment would be oppressive.
- D. Except as otherwise required by the Ohio Revised Code, prices and fees are subject to change.

Article III Terms and Conditions of Sale

3.1 Payment

The Purchaser shall be required to pay the full purchase price of the Cemetery Grave Space or Cemetery Lot at the time of purchase or within the time specified in any purchase agreement and before receiving a deed.

Cemetery Grave Spaces or Cemetery Lots not fully paid for as specified herein may be subject to resale. If a Cemetery Grave Space or Cemetery Lot is resold for nonpayment or failure to pay the full purchase price at the time of purchase or within the time specified in any purchase agreement, the Purchaser shall be entitled to a full refund of any moneys paid toward the Cemetery Grave Space or Cemetery Lot or may choose to have any such moneys applied toward the purchase of another Cemetery Grave Space or Cemetery Lot.

3.2 Purchaser/Owner Notification Requirements

A. Notification Requirements

The terms of sale and any deed for a Cemetery Grave Space and/or Cemetery Lot purchased after the effective date of these Rules and Regulations include the following:

1. The Purchaser shall provide to the Board, in writing, a list of the names and addresses of the persons to whom the Purchaser's property would pass by intestate succession.
2. The Purchaser shall notify the Board in writing of any subsequent changes in the name or address of any persons to whom property would descend.
3. Any person who receives a Cemetery Grave Space or Cemetery Lot by gift, inheritance, or any other means other than the original

conveyance shall, within one (1) year after receiving the interest, give written notice of the person's name and address to the Board, and shall notify the Board of any subsequent changes in the person's name or address.

The terms of sale and any deed for any Cemetery Grave Space or Cemetery Lot purchased after the effective date of these Rules and Regulations shall state that the Board shall have right of reentry to the Cemetery Grave Space or Cemetery Lot if the above notification requirements are not met.

B. Right of Reentry – Failure to Meet Notification Requirements

The Board shall have right of reentry to any Cemetery Grave Space or Cemetery Lot purchased after the effective date of these Rules and Regulations if the notification requirements as set forth in the terms of sale above (See Article III, Section 3.2(A) and deed are not met.

At least ninety days before establishing reentry, the Board shall send a notice by certified mail to the last known Owner at the Owner's last known address to inform the Owner that the Owner's interest in the Cemetery Grave Space or Cemetery Lot will cease unless the notification requirements are met. If the Owner's address is unknown and cannot reasonably be obtained, it is sufficient to publish the notice once in a newspaper of general circulation in the County.

In order to establish reentry, the Board shall pass a resolution stating that the conditions of the sale or of the deed have not been fulfilled, and that the Board reclaims its' interest in the lot.

3.3 Termination for Lack of Use

A. Time Within Which Cemetery Grave Space or Cemetery Lot Must Be Used

The Owner, a member of the Owner's family, or an Owner's descendant must use the Cemetery Grave Space, or at least one Cemetery Grave Space within the Cemetery Lot, by the Termination Date (within fifty (50) years of the date of purchase of the Cemetery Grave Space or Cemetery Lot).

The Owner shall have a right to renewal of the time for use of the Cemetery Grave Space or Cemetery Lot. Any such renewal shall be for an additional term of fifty (50) years and be provided to the Owner at no cost.

The terms of sale and any deed for Cemetery Grave Space or Cemetery Lot purchased after the effective date of these Rules and Regulations shall be conveyed with a Termination Date and shall state that the Board shall have right of reentry to the Cemetery Grave Space or Cemetery Lot at the end of the specified time period if the Cemetery Grave Space, or at least one Cemetery Grave Space within the Cemetery Lot, is not used within this time period or renewed for an extended period.

B. Right of Reentry – Failure to Meet Use Requirements

The Board shall have right of reentry to any Cemetery Grave Space or Cemetery Lot purchased after the effective date of these Rules and Regulations if the Cemetery Grave Space, or at least one Cemetery Grave Space within the Cemetery Lot, is not used by the Termination Date as set forth in the terms of sale above (See Article II, Section 2.4(C)(1)) and deed or renewed for an extended period.

At least ninety days prior to the Termination Date for use of the Cemetery Grave Space or Cemetery Lot, the Board shall send a notice to the Owner to inform the Owner that the Owner's interest in the Cemetery Grave Space or Cemetery Lot will cease on the Termination Date unless the Owner contracts for renewal by that date. The Board shall send the notice by certified mail to the Owner if the Owner is a resident of the township or is a nonresident whose address is known. If the Owner's address is unknown and cannot reasonably be obtained, it is sufficient to publish the notice once in a newspaper of general circulation in the County.

In order to establish reentry, the Board shall pass a resolution stating that the conditions of the sale or of the deed have not been fulfilled, and that the Board reclaims its interest in the lot.

The Board shall compensate Owners of unused lots who do not renew the terms of sale or the deed by paying the Owner eighty per cent (80%) of the purchase price.

3.4 Interest Purchased

The Purchaser or Owner of a Cemetery Grave Space or Cemetery Lot shall not receive and shall not possess a fee simple interest in or ownership of the actual real estate itself. The only interest the Purchaser or Owner shall receive in the Cemetery Grave Space or Cemetery Lot shall be a right of

burial to use the Cemetery Grave Space or Cemetery Lot for the interment of human remains.

3.5 Transfers

Cemetery Grave Spaces or Cemetery Lots shall not be sold, transferred, or gifted by a Purchaser or Owner to any person or party except an Immediate Family Member or the Board.

Cemetery Grave Spaces or Cemetery Lots may be transferred to any person by will, devise, or intestate succession.

Article IV Repurchase by the Board

The Board may repurchase any Cemetery Grave Space or Cemetery Lot from its Owner at any time at a price that is mutually agreed upon by the Board and the Owner.

Article V Burial

5.1 Burial of Human Remains Only

Only human remains are permitted to be buried in Berkshire Cemetery. Burial of pets or other animals is not permitted.

5.2 Burial Containers Required

The use of an outside burial container (vault) is required for all burials. The requirement of such container is not solely for protection from the environment, but to insure against cave in, so that the cemetery shall remain safe for maintenance, the general public, and ingress and egress. All burial vaults or other containers must be constructed of concrete or steel or of other composition approved by the Board and Cemetery Sexton.

Interment of cremated remains must be in a sealed non-biodegradable container.

5.3 Limitation of Burial Container Per Cemetery Grave Space

Only one burial container (vault) for human remains that have not been cremated, or one burial container (vault) for human remains and one (1) cremation container for human remains that have been cremated or up to two (2) cremation burial containers for human remains that have been cremated shall be permitted per one (1) standard Cemetery Grave Space.

5.4 Infant Burial

One entire Cemetery Grave Space shall be purchased for burial of an infant. Only one (1) infant that has not been cremated shall be buried in a single Cemetery Grave Space.

Article VI Cremated Remains

6.1 Burial of Cremated Remains

A standard Cemetery Grave Space may be divided into two (2) separate spaces measuring four feet (4') by five feet (6') for the burial of cremated remains. One entire Cemetery Grave Space shall be purchased whether the Cemetery Grave Space will be used for the burial of one (1) or two (2) cremated remains.

6.2 Scattering of Cremated Remains Prohibited

Scattering of cremated remains (ashes) over the cemetery or over a specific Cemetery Grave Space or Cemetery Lot is prohibited.

Article VII Purchase Limitations

Individuals may purchase up to four (4) Cemetery Grave Spaces or one (1) Cemetery Lot per person. Cemetery Grave Space purchases exceeding the above limit must be requested in writing and approved by The Board.

Article VIII Interments

8.1 Payment for Cemetery Grave Space Required Before Interment

No interments shall be permitted until the Cemetery Grave Space has been paid for in-full.

8.2 Payment for Opening and Closing

Except where other payment arrangements have been made and accepted by the Board, opening and closing charges are due and must be paid in-full by the interment date. Absent payment in-full by the interment date or other approved payment arrangements, the interment will not be made.

8.3 Interment

An Owner may permit any person to be buried in any Cemetery Grave Space which he or she owns. To transfer the burial right to another person, the Owner shall submit to the Board and the Cemetery Sexton an original signed writing evidencing the Owner's intent to transfer the burial rights to another person. Such writing shall be notarized.

To transfer the burial right to another person where the Owner is deceased, each heir of the Owner who has inherited an interest in the Cemetery Grave Space must submit to the Board and the Cemetery Sexton an original signed writing evidencing the intent to transfer the burial rights to another person. Such writing shall be notarized.

It is recommended that any transfer of burial rights be coordinated with the Cemetery Sexton and Township Fiscal Officer.

8.4 Above Ground Interments Prohibited

Any and all above ground interments are prohibited, including, but not limited to, all above ground mausoleums and all above ground burial containers.

Article IX Funerals

9.1 Confirmation of Funeral Times Required

The Cemetery Sexton shall be notified forty-eight (48) hours in advance of any funeral service. All funeral service times must be confirmed by the Cemetery Sexton. Failure to confirm funeral service times with the Cemetery Sexton will not guarantee the desired time for the funeral service will be available.

9.2 Days Burial Permitted

Burials, in accordance with these Rules and Regulations, shall be permitted to occur on all days during established cemetery hours, including the following observed holidays: New Year's Day; Martin Luther King Day; President's Day; Memorial Day; Independence Day; Labor Day; Columbus Day; Veterans Day; Thanksgiving Day; and Christmas Day.

Article X Disinterment

Disinterment will be permitted in accordance with O.R.C. § 517.23 or pursuant to the order of any court having competent jurisdiction.

Disinterment, except as otherwise required by a court of competent jurisdiction, shall occur only Monday through Friday during established hours and shall not occur on any legal holidays.

Charges for disinterment shall be as stated in the Board approved pricing and fee schedule.

Article XI Monuments and Markers

11.1 Requirement of Foundation

All Monuments and Markers shall be placed on a foundation of a size and type approved by the Board and the Cemetery Sexton. The foundation must be 6" longer and 6" wider than the actual base of the marker. Foundations will regularly be poured in May and September. If a special pour is requested, an increased fee will be charged, as specified on the Fee Schedule posted at www.BerkshireTwp.org

11.2 Placement

Monuments and Markers must be placed at the head of the Cemetery Grave Space.

Footstones, as a second monument, shall only be a Marker and shall only be placed at the foot of the Cemetery Grave Space.

11.3 Number of Monuments Limited

Only two (2) monuments are permitted per any one (1) Cemetery Grave Space. A single Monument or Marker may be placed at the head and a single Marker may be placed at the foot.

11.4 Monument Placement and Size

All Monuments shall be placed at the head of the Cemetery Grave Space(s) and centered on the Cemetery Grave Space(s) intended to be marked. The size of Monument is restricted as follows:

- A. Single Cemetery Grave Space Monuments.** A Single Cemetery Grave Space Monument shall not exceed forty-two (42) inches in length and twenty-four (24) inches in width.

Individual Monuments in lieu of a Companion Cemetery Grave Space Monument or a Triple Cemetery Grave Space Monument may be placed on contiguous Cemetery Grave Spaces under common ownership. Individual Monuments so placed are restricted to the size requirements listed in this section for a Single Cemetery Grave Space Monument.

- B. Companion Cemetery Grave Space Monuments.** The maximum length of a Companion Cemetery Grave Space Monument is six (6) inches less in length than the width of the Cemetery Grave Spaces it is intended to mark. (Example: two (2) Cemetery Grave Spaces are ninety-six (96) inches in width, thus the Companion Cemetery Grave Space Monument shall not exceed ninety (90) inches in length.) The maximum width of a Companion Cemetery Grave Space Monument is twenty-four (24) inches.
- C. Triple Cemetery Grave Space Monuments.** Triple Cemetery Grave Space Monuments shall not exceed one hundred thirty-eight (138) inches in length and twenty-four (24) inches in width.

11.5 Marker Placement and Size

All Markers placed as a single or only monument on a Cemetery Grave Space(s) shall be placed at the head of the Cemetery Grave Space(s). If a Marker is being used as a second monument, the Marker may be placed at the foot. All Markers

shall be flush to the ground and centered on the Cemetery Grave Space(s) intended to be marked. The size of Marker is restricted as follows:

- A. Single Cemetery Grave Space Markers.** A Single Cemetery Grave Space Marker shall not exceed forty-two (42) inches in length and twenty-four (24) inches in width.

Individual Markers in lieu of a Companion Cemetery Grave Space Marker or a Triple Cemetery Grave Space Marker may be placed on contiguous Cemetery Grave Spaces under common ownership. Individual Markers so placed are restricted to the size requirements listed in this section for a Single Cemetery Grave Space Marker.

- B. Companion Cemetery Grave Space Markers.**

The maximum length of a Companion Cemetery Grave Space Marker is six (6) inches less in length than the width of the Cemetery Grave Spaces it is intended to mark. (Example: two (2) Cemetery Grave Spaces are ninety-six (96) inches in width, thus the Companion Cemetery Grave Space Marker shall not exceed ninety (90) inches in length.) The maximum width of a Companion Cemetery Grave Space Marker is twenty-four (24) inches.

- C. Triple Cemetery Grave Space Markers.** Triple Cemetery Grave Space Markers shall not exceed one hundred thirty-eight (138) inches in length and twenty-four (24) inches in width.

- D. Sitting structures;** including chairs, benches, etc., are not permitted in the cemetery at individual grave spaces. Benches or other sitting structures that are made of the same components as a monument/marker are permitted as long as they are on a foundation as defined in Section 11.1

Article XII Planting

12.1 Planting Guidelines

Flowers are permitted to be planted within twelve (12) inches of the Monument or Marker on the grave side of a Cemetery Grave Space. Plantings may not extend past the ends or on the opposite side of the monument or marker. It is suggested a bed be prepared in which to place such flowers. Maintenance of a planted area is the responsibility of the lot owner or family.

12.2 Cut Flowers

Cut flowers are permitted in unbreakable containers. Cut flowers shall only be placed at the head of the Cemetery Grave Space, on the grave side, and must be within twelve (12) inches of the Monument or Marker on the grave side. Cut flowers shall not be placed behind or at the sides of the Cemetery Grave Space Monument or Marker.

Destruction and/or Removal of Plantings

If flowers or plantings become overgrown or overgrown with grass and/or weeds the area will be mowed when it becomes unsightly.

Any planting may be removed if deemed unsightly, a nuisance, a hazard, or if plantings are infringing upon other Cemetery Grave Spaces. The Board reserves the right to remove any planting at any time it deems necessary.

The Board assumes no responsibility financial or otherwise for any plants mowed-over, removed, or damaged.

12.4 Prohibited Items

Glass containers, gravel or stone, and above ground borders or fencing are not permitted and will be removed and disposed of immediately.

Trees, rose bushes, shrubs and similar plantings are prohibited.

12.5 Seeding

Due to settling of the soil, seeding of Cemetery Grave Spaces will be done as needed by maintenance personnel after interment.

Article XIII Grave Blankets, Wreaths and Artificial Flowers

Grave blankets, wreaths and artificial flowers are permitted from November 2nd to March 31st. Any grave blankets, wreaths, artificial flowers or other decorations left on Cemetery Grave Spaces will be removed twice a year; on April 1st and on November 1st.

Maintenance personnel will dispose of any items so removed. The Board assumes no responsibility financial or otherwise for any items so removed and disposed of.

ACKNOWLEDGEMENT OF RECEIPT AND ACCEPTANCE OF RULES AND REGULATIONS AND TERMS AND CONDITIONS OF SALE

As a purchaser of a Cemetery Grave (Space) in Berkshire Cemetery, Sunbury Ohio:

I hereby acknowledge receipt of the Berkshire Township Board of Trustees Rules and Regulations Governing Berkshire Cemetery ("Rules and Regulations"). I affirm that I have fully read and understand these Rules and Regulations and agree to be bound by same. I understand that such Rules and Regulations are subject to change. I hereby agree to be bound by any such changes.

I also hereby acknowledge receipt of the following Terms and Conditions of Sale. I affirm that these Terms and Conditions are included in the Rules and Regulations, and are applicable to the Cemetery Grave Space(s) that I am purchasing, and are included in the Deed to the Cemetery Grave Space(s) that I am purchasing. I affirm that I have fully read and understand these Terms and Conditions of Sale and Agree to be bound by the same. I also understand that aside from the following Terms and Conditions of Sale there may be other terms and conditions applicable to the Cemetery Grave Space(s) that I am purchasing and that those may be provided to me separately and/or included within the Rules and Regulations, any purchase agreement, or the Deed to the Cemetery Grave Space(s).

Terms and Conditions of Sale

Capitalized word and phrases used within these Terms and Conditions of Sale shall have the same meanings as they are defined in the Rules and Regulations.

Payment

The Purchaser shall be required to pay the full purchase price of the Cemetery Grave Space at the time of purchase before receiving a deed.

Purchaser/Owner Notification Requirements

A. Notification Requirements

The terms of sale and any deed for a Cemetery Grave Space and/or Cemetery Lot purchased after the effective date of these Rules and Regulations include the following:

1. The Purchaser shall provide to the Board, in writing, a list of the names and addresses of the persons to whom the Purchaser's property would pass by intestate succession.
2. The Purchaser shall notify the Board in writing of any subsequent changes in the name or address of any persons to whom property would descend.

3. Any person who receives a Cemetery Grave Space by gift, inheritance, or any other means other than the original conveyance shall, within one (1) year after receiving the interest, give written notice of the person's name and address to the Board, and shall notify the Board of any subsequent changes in the person's name or address.

The terms of sale and any deed for any Cemetery Grave Space purchased after the effective date of these Rules and Regulations shall state that the Board shall have right of reentry to the Cemetery Grave Space if the above notification requirements are not met.

B. Right of Reentry – Failure to Meet Notification Requirements

The Board shall have right of reentry to any Cemetery Grave Space or Cemetery Lot purchased after the effective date of these Rules and Regulations if the notification requirements as set forth in the terms of sale above and deed are not met.

At least ninety days before establishing reentry, the Board shall send a notice by certified mail to the last known Owner at the Owner's last known address to inform the Owner that the Owner's interest in the Cemetery Grave Space will cease unless the notification requirements are met. If the Owner's address is unknown and cannot reasonably be obtained, it is sufficient to publish the notice once in a newspaper of general circulation in the County.

In order to establish reentry, the Board shall pass a resolution stating that the conditions of the sale or of the deed have not been fulfilled, and that the Board reclaims its interest in the lot.

Termination for Lack of Use

A. Time Within Which Cemetery Grave Space or Cemetery Lot Must Be Used

The Owner, a member of the Owner's family, or an Owner's descendant must use the Cemetery Grave Space, by the Termination Date (within fifty (50) years of the date of purchase of the Cemetery Grave Space).

The Owner shall have a right to renewal of the time for use of the Cemetery Grave Space. Any such renewal shall be for an additional term of fifty (50) years and be provided to the Owner at no cost.

The terms of sale and any deed for Cemetery Grave Space purchased after the effective date of these Rules and Regulations shall be

conveyed with a Termination Date and shall state that the Board shall have right of reentry to the Cemetery Grave Space at the end of the specified time period if the Cemetery Grave Space is not used within this time period or renewed for an extended period.

B. Right of Reentry – Failure to Meet Use Requirements

The Board shall have right of reentry to any Cemetery Grave Space purchased after the effective date of these Rules and Regulations if the Cemetery Grave Space is not used by the Termination Date as set forth in the terms of sale above and deed or renewed for an extended period.

At least ninety days prior to the Termination Date for use of the Cemetery Grave Space, the Board shall send a notice to the Owner to inform the Owner that the Owner's interest in the Cemetery Grave Space will cease on the Termination Date unless the Owner contracts for renewal by that date. The Board shall send the notice by certified mail to the Owner if the Owner is a resident of the township or is a nonresident whose address is known. If the Owner's address is unknown and cannot reasonably be obtained, it is sufficient to publish the notice once in a newspaper of general circulation in the County.

In order to establish reentry, the Board shall pass a resolution stating that the conditions of the sale or of the deed have not been fulfilled, and that the Board reclaims its interest in the lot.

The Board shall compensate Owners of unused Cemetery Grave Spaces who do not renew the terms of sale or the deed by paying the Owner eighty per cent (80%) of the purchase price.