

TOWNSHIP OF OHIO

ORDINANCE NO. 75

AN ORDINANCE (i) AUTHORIZING AND DIRECTING THE TOWNSHIP SUPERVISORS TO ENTER INTO AN AGREEMENT AND LEASE, DATED AS OF DECEMBER 1, 1966, WITH AVONWORTH MUNICIPAL AUTHORITY, UNDER WHICH THE TOWNSHIP, TOGETHER WITH THE BOROUGHS OF BEN AVON, BEN AVON HEIGHTS AND EMSWORTH AND THE TOWNSHIP OF KILBUCK, WILL LEASE SAID AUTHORITY'S RECREATIONAL FACILITIES FOR THE TERM, AT THE LEASE RENTALS AND UPON THE OTHER TERMS AND CONDITIONS SET FORTH THEREIN, AND WHICH AGREEMENT AND LEASE, AS THEREIN PROVIDED, WILL BE ASSIGNED BY SAID AUTHORITY TO MELLON NATIONAL BANK AND TRUST COMPANY, AS TRUSTEE; (ii) AUTHORIZING AND DIRECTING THE TOWNSHIP TREASURER TO ESTABLISH AN OHIO PROPERTIES REVENUE FUND AND DIRECTING CERTAIN DEPOSITS TO AND DISBURSEMENTS (INCLUDING THE LEASE RENTALS) FROM SAID FUND BE MADE PURSUANT TO THE AGREEMENT AND LEASE AND THE ASSIGNMENT THEREOF; (iii) AUTHORIZING AND DIRECTING THE TOWNSHIP SUPERVISORS AND OFFICERS TO DO AND PERFORM ALL AND EVERY ACT AND THING NECESSARY OR CONVENIENT TO FULLY COMPLETE AND FULFILL THE TOWNSHIP'S OBLIGATIONS UNDER SAID AGREEMENT AND LEASE; (iv) REPEALING ANY INCONSISTENT ORDINANCE OR PART THEREOF; (v) PROVIDING THAT THE INVALIDITY OF ANY PART OF THIS ORDINANCE SHALL NOT AFFECT THE VALIDITY OF ANY OTHER PART HEREOF.

BE IT ORDAINED AND ENACTED, by the Board of Supervisors of the Township of Ohio, Allegheny County, Pennsylvania, and it is hereby ordained and enacted by the authority of the same, as follows:

Section 1. On behalf of the Township of Ohio, the Township Supervisors are hereby authorized

and directed to execute, and the Township Secretary is hereby authorized and directed to affix the Township's seal to, and to attest the same on, and to deliver to Avonworth Municipal Authority, an Agreement and Lease, dated as of December 1, 1966, by and between said Authority and the Boroughs of Ben Avon, Ben Avon Heights and Emsworth and the Townships of Kilbuck and Ohio (herein and therein referred to as the Lessees) leasing the Authority's recreational facilities, including Camp Horne and herein referred to as the Properties, to the Lessees for a term ending on December 1, 2006, at annual net rentals of not more than \$ 22,227.00 if the Management Agreement is in effect or \$ 23,027.00 if the Management Agreement is not in effect (or for such other term or such other rental as may hereafter be determined pursuant to said Agreement and Lease) and providing, inter alia, (i) for the issue and sale of Municipal Park Revenue Bonds by the Authority in the principal amount of \$335,000, (ii) for the purchase of the existing Camp Horne properties by the Authority from Joseph Horne Co. and the construction by the Authority of a new swimming pool, bathhouse and appurtenant facilities, (iii) for the issue and sale of additional Bonds for specified purposes upon the terms and conditions therein set forth, including

the consent of the Lessees, (iv) for the operation and maintenance of the Properties by the Lessees, (v) for the establishment of a Properties Revenue Fund by each of the Lessees, for the disposition of moneys to the credit thereof, and for the deposit by each of the Lessees to its Properties Revenue Fund out of any current revenues of such Lessee of sufficient amounts as and when required to pay such Lessee's share of the lease rentals and operating expenses for the Properties, (vi) for the sale or other disposition of properties constituting part of the Properties, (vii) for the keeping of proper accounting records of the Properties and for reports, (viii) for the adoption of an annual budget of operating expenses for the Properties by the Lessees, (ix) for inclusion of by each Lessee in its general municipal budget each year of its share of the lease rentals and operating expenses for the Properties, (x) for the management of the Properties on behalf of the Lessees by the Authority, ACORD or any other person designated, and (xi) for the assignment of said Agreement and Lease to Mellon National Bank and Trust Company, as Trustee. The Agreement and Lease so to be executed and delivered shall be in the form presented to this meeting, which is hereby approved and ordered filed with the permanent records of the Township, with such insubstantial changes therein as the officers

executing the same shall approve, such approval to be conclusively evidenced by such execution and delivery.

Section 2. The Township Treasurer is hereby authorized and directed to establish a separate Township bank account, to be known as the Township's "Properties Revenue Fund", in an authorized depository as required by said Agreement and Lease, and to deposit to the credit of said Properties Revenue Fund all receipts and revenues received by the Township on account of the operation of the Properties and all other amounts required to be deposited in that Fund by the provisions of said Agreement and Lease. The Township Treasurer is hereby further authorized and directed to disburse from said Properties Revenue Fund from time to time the amounts of money required to be disbursed therefrom by said Agreement and Lease to the persons and at the times provided in said Agreement and Lease and its assignment, including the payment of the Township's share of the lease rentals and the operating expenses for the Properties.

Section 3. The Township Supervisors and the officers of the Township are hereby authorized and directed to do and perform all and every act and

thing necessary or convenient to fully and completely fulfill the Township's obligations under said Agreement and Lease.

Section 4. All ordinances and resolutions or parts of either thereof which are inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 5. The invalidity of any part of this ordinance shall not affect the validity of any other part of this ordinance.

ORDAINED AND ENACTED into an ordinance and passed by the Board of Supervisors of the Township of Ohio on this 25 day of November, 1966.

(TOWNSHIP SEAL)

ATTEST:

Thomas R Jordan  
Township Secretary

John Verducci  
Supervisor

Thomas R Jordan  
Supervisor

Robert C Rozman  
Supervisor