

Memorandum of Understanding

Adams Township Donation to the Adams Township Training and Aquatics Community Center

This MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into on the 11th day of SEPTEMBER, 2023, by and between Adams Township, and the Board of Directors for the Adams Township Training and Aquatics Community Center (“ATTACC”) for the donation of real property to the ATTACC. This MOU is in no way a legally enforceable contract between the Parties.

Parties

Adams Township is a township in Butler County, Pennsylvania, located at 690 Valencia Road, Mars, PA 16046.

ATTACC is a Pennsylvania non-profit corporation with an address at P.O. Box 975, Mars, PA 16046.

Purpose

The purpose of this MOU is to set forth the understanding and terms between Adams Township and the ATTACC with respect to the donation of real property by Adams Township to the ATTACC. As used herein, the term donation means a long-term lease of Adams Township property to ATTACC, for a nominal amount, and subject to terms and conditions to be negotiated at length. The park property shall remain the property of Adams Township subject to the lease.

WHEREAS the ATTACC seeks to independently raise sufficient funds to conduct a feasibility study for an Aquatics Community Center and to raise sufficient funds to construct an Aquatics Community Center in Adams Township; and

WHEREAS Adams Township is willing to donate the land, at a site to be determined, for the construction of the Aquatics Community Center.

NOW THEREFORE, in consideration of the intent of the Parties as outlined in the MOU, Adams Township agrees to donate real property, at a site to be determined, for the construction of the Aquatics Community Center.

Recitals Made Part of MOU

The recitals above constitute an integral part of this MOU.

Effect of MOU

This MOU does not authorize the expenditure or reimbursement of any funds by Adams Township. Adams Township's sole commitment, as set forth in this MOU, is limited to the donation of real property.

This MOU contains all of the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or be binding upon the Parties. This MOU is not intended to confer any right upon any private person or third party.

Assignment

No Party to this MOU shall assign or otherwise transfer or delegate its obligations under this MOU without prior written consent of the other party. Any attempted assignment, transfer, or delegation without such consent shall be void. All of the terms and provisions of this MOU shall be binding upon and inure to the benefit of the Parties hereto and their successors and assigns.

Term

This MOU becomes effective upon the signing by both Parties, and will expire two years from the effective date. This MOU may be modified in writing by mutual consent of both Parties. This MOU may be cancelled by either Party by giving thirty (30) days advance written notice prior to the date of cancellation. Renewal of the MOU may be accomplished by written agreement of the parties.

Dispute Resolution

Any disputes with respect to this MOU will be resolved informally by discussions between the Adams Township Board of Supervisors and the Board of the ATTACC.

Applicable Law

This MOU shall be construed, governed, and interpreted by and in accordance with the laws of the Commonwealth of Pennsylvania. Any litigation with respect to the MOU shall be brought before a Court of competent jurisdiction in the Commonwealth of Pennsylvania.

Entire Agreement

This MOU constitutes the entire understanding of the Parties with respect to the subject matter herein and supersedes all prior written or oral agreements with respect to the subject matter herein. This MOU can only be modified or amended by a writing signed by both Parties.

Severability

Should any portion of this MOU be declared invalid or unenforceable for any reason, such portion is deemed severable from the MOU and the remainder of the MOU shall remain fully valid and enforceable.

Notice

Any notice required by this MOU shall be in writing and shall be deemed given when sent, postage prepaid, through the United States Postal Service by certified mail, return receipt, or when sent by a nationally recognized overnight delivery service, or personally served upon the appropriate Party.

TO: ATTACC
Benjamin Norwald, President
POBox 975
Mars, PA 16046

TO: Adams Township
ATTN: _____
690 Valencia Road
Mars, PA 16046

In Witness Whereof, the Parties hereto have executed this MOU as of the day and year first above written.

Adams Township Training and Aquatics Community Center

By Benjamin H. Norwald Date 8/16/2023

Title PRESIDENT

Adams Township Training and Aquatics Community Center

By [Signature] Date 08/16/2023

Title Executive Chair

Adams Township Training and Aquatics Community Center

By [Signature] Date 8/16/23

Title COUNSEL

Adams Township

By _____

Date _____

Title _____

Adams Township

By Daryl Burr

Date 9/11/23

Title Supervisor

Adams Township

By [Signature]

Date 9/11/23

Title VICE CHAIRMAN

Pursuant to affirmative vote of the Board of Supervisors held at a Public Meeting, duly advertised, held the 11 day of SEPTEMBER, 2023.

By [Signature]
Township Secretary