

a certain reservoir land lease in triplicate, executed by the Conservation Commissioner, by which said lease there is granted to one Carrie B. Hoge of Massillon, Ohio, the right to use and occupy two certain tracts of state reservoir land on the shore of Turkey Foot Lake in Franklin Township, Summit County, Ohio, which tracts of land are more particularly described by metes and bounds in said lease.

The lease here in question is one for a term of fifteen years, and the same calls for an annual rental of 6% upon the appraised value of the property leased, which appraised value is the sum of \$100.00.

Upon examination of the terms and provisions of said lease, I find that the same are in conformity with the provisions of Section 471, General Code, under the authority of which said lease is executed, and that the terms and conditions of said lease are in conformity with other statutory provisions pertaining to leases of this kind.

I am accordingly approving said lease, and my approval is endorsed upon the same and upon the duplicate and triplicate copies thereof, all of which are herewith returned.

Respectfully,

GILBERT BETTMAN,

Attorney General.

3382.

APPROVAL, LEASE TO RESERVOIR LAND AT RUSSELLS POINT,
INDIAN LAKE, OHIO, FOR COTTAGE SITE PURPOSES—GEORGE L.
FINK—JULIA LAKE—NINA O'CONNOR HARTLIEN—AGNES B.
O'CONNOR.

COLUMBUS, OHIO, June 30, 1931.

HON. I. S. GUTHERY, *Director, Department of Agriculture, Columbus, Ohio.*

DEAR SIR:—This is to acknowledge the receipt of a recent communication from your department over the signature of the Chief of the Bureau of Inland Lakes & Parks in your Division of Conservation. With said communication there was enclosed for my examination and approval a certain reservoir land lease in triplicate, executed by the Conservation Commissioner on behalf of the State of Ohio, by which lease there is demised and granted to George L. Fink, Julia Lake, Nina O'Connor Hartlien and Agnes B. O'Connor of Fostoria, Ohio, the right to use and occupy for cottage site purposes, that portion of state reservoir land included in lot No. 25 in what is now known as the A. B. Jones Subdivision of the state land at Russells Point, Indian Lake, Ohio.

The lease here in question is one for a term of fifteen years and provides for an annual rental of 6% of the appraised value of the parcel of land leased, which appraised value is the sum of \$466.67.

Upon an examination of said lease, I find that the same has been properly executed by the Conservation Commissioner and by all of the lessees above named

I likewise find that said lease in its terms and provisions and in the conditions, restrictions and reservations therein contained, is in conformity with the provisions of Section 471, General Code, as amended in the enactment of the Conservation Act passed by the 88th General Assembly, and that said lease is likewise in

conformity with the other statutory provisions relating to the execution of leases of this kind.

Said lease is accordingly hereby approved by me as to legality and form, and my approval is endorsed on said lease and upon the duplicate and triplicate copies thereof, all of which are herewith returned.

Respectfully,

GILBERT BETTMAN,
Attorney General.

3383.

CHARTER MUNICIPALITY—RIGHT TO PAY PREMIUMS TO INSURANCE COMPANY FOR PENSIONS AND LIFE INSURANCE FOR ITS EMPLOYEES—CONDITION NOTED.

SYLLABUS:

1. *A municipal corporation, which, by force of its charter adopted by authority of Section 7 of Article XVIII of the Constitution of Ohio, possesses all powers of local self-government granted to it by the Constitution of Ohio, may provide group life or indemnity insurance for its officers or employes and pay the premium for such insurance, either in whole or in part, from the public funds of the municipality, unless it is prohibited from so doing by the provisions of its charter.*

2. *A municipal corporation, having adopted a charter in which it expressed a purpose to assume all powers of local self-government granted to municipalities by the Constitution of Ohio, may, in the absence of charter provisions prohibiting or limiting such action, through its legislative authority, enter into an agreement with an insurance company whereby the insurance company agrees to pay pensions to employes of the municipality after such employes have reached a certain age, or have become incapacitated, in such amounts and upon such terms as may be determined by the said legislative authority.*

COLUMBUS, OHIO, June 30, 1931.

Bureau of Inspection and Supervision of Public Offices, Columbus, Ohio.

GENTLEMEN:—This will acknowledge receipt of your request for my opinion in answer to the following questions:

“Question 1. May a municipality through its council enter into an agreement with an insurance company, whereby the insurance company agrees to pay pensions to employes of the municipality, after the employe has reached a certain age, or has become incapacitated, in such amounts and under such terms as council may determine? (Members of the Police and Fire Departments excepted.)

Question 2. May funds of a municipality be expended in making payments to the insurance company of part of the cost of such agreement, the remainder of the cost being contributed by the employe, on a basis of rates determined by council?

Question 3. May the funds of a charter municipality be expended in making such payments, when the charter contains provisions as follows:

‘It (the city) shall have all powers that now are, or hereafter may be, granted to municipalities by the constitution or laws