

JOINT AGREEMENT CREATING THE ABINGTON AREA JOINT RECREATION BOARD AND PROVIDING FOR THE ACQUISITION, DEVELOPMENT AND OPERATION OF REGIONAL RECREATION AREAS AND FACILITIES

WHEREAS Boroughs and Second Class Townships are authorized to acquire property for the operation and maintenance of public recreation areas and facilities and to join with other municipalities for such purposes by Sections 2711 et seq. of the Borough Code of 1966 (53 P.S. 47701 et seq.) and by Article XIX of the Second Class Township Code, (53 P.S. 66901 et seq.) as amended; and

WHEREAS it is recognized that regional recreation areas and facilities are needed in the Abington area and that the acquisition, development and operation of such areas and facilities can best be accomplished by cooperation of the municipalities located in the Abington area; and

WHEREAS it is recognized that effective planning and cooperation can best be achieved by a Joint Advisory Board created under the provisions of the General Cooperation Law, Act of 1943, May 21, P.L. 340 (53 P.S. 471 et seq.) as amended; and that pursuant to the provisions of said Act a joint agreement should be executed by all participating municipalities to establish such a Joint Board and define its authority and functions;

NOW, THEREFORE, IT IS HEREBY AGREED that this Joint Agreement shall become effective and binding upon all of the municipalities which shall by ordinance or resolution, as appropriate, signify their intention to be bound hereby, and all such municipalities hereby jointly and severally agree as follows:

1. JOINT BOARD.

The Joint Advisory Board established by this Agreement shall be known as ABINGTON AREA JOINT RECREATION BOARD (herein called the "Joint Board").

2. TERM OF EXISTENCE.

The Joint Board shall exist for a term of five (5) years commencing January 1, 1972 and ending December 31, 1976, providing that the term of existence of the Joint Board may be extended by a supplement to this Agreement approved by a resolution of

the governing body of each of the participating municipalities. As used in this Agreement the term "governing body" shall be deemed to refer to the Borough Counsel of each participating Borough and the Board of Supervisors of each participating Township, it being recognized that all of the Townships in the Abington area are Second Class Townships as defined in the Second Class Township Code.

3. MEMBERSHIP.

The Joint Board shall consist of not less than five (5) and no more than nine (9) members. The governing body of each participating municipality and the Board of Abington Heights School District shall each be entitled to appoint one (1) member of the Joint Board, provided, however, that Abington Heights School District shall not otherwise be considered a participant in this Agreement. The members of the Board initially appointed shall all serve for a term commencing with their appointment and expiring on December 31, 1976, and if the term of this Agreement is extended, as provided in the second paragraph, the participating municipalities and Abington Heights School District shall each appoint a member of the Joint Board for a term commencing January 1, 1977. The members of the Joint Board appointed for terms commencing January 1, 1977, at their organizational meeting, shall select by lot one or more of their number to serve for a term expiring December 31, 1977, and others to serve for a term expiring on December 31 of subsequent years so that the terms of not more than two members shall expire annually. All members shall serve without compensation. Vacancies in the Joint Board during an unexpired term shall be filled in the same manner as the original appointment was made by the governing body of the participating municipality and the Board of Abington Heights School District originally appointing the member whose term becomes vacant.

4. OFFICERS.

At its annual organizational meeting, the Board shall elect from its membership a Chairman, Vice Chairman, Secretary and Treasurer to serve for a term of one (1) year and until their successors shall have been duly elected and qualified. In case of a vacancy, an election shall be held at the next meeting following the date such vacancy shall occur.

5. MEETINGS.

The Joint Board shall hold an organizational meeting not later than the 31st day of January of each and every year subsequent to the initial appointment for election of officers and such other business as may properly come before such meeting. The Joint Board shall meet regularly each month at a date to be selected by the Joint Board; which shall then constitute the regular meeting date, and notice of the regular meeting date shall be sufficient if advertised one (1) time in a newspaper of general circulation in Lackawanna County. Special meetings may be called by the Chairman of the Joint Board or a majority of the members of the Joint Board at any time, provided that at least five (5) days written notice of such special meeting be given to each member of the Joint Board, and at least five (5) days notice given by publication in a newspaper of general circulation in Lackawanna County.

6. PURPOSES.

The Joint Board so constituted shall proceed to develop a plan for acquisition, development and operation of regional recreation areas and facilities, and shall proceed as promptly as possible to (a) review the nature and scope of existing recreational facilities and activities in the Abington area, (b) assemble detailed information relative to available sites, and the coordination of existing recreational facilities and activities with long range planning for the recreational needs of the area, (c) formulate a detailed plan as to the scope of additional recreational facilities and activities, (d) develop a detailed proposal as to necessary acquisition, construction and improvement, and (e) prepare a preliminary financial study and report as to sources of financing and revenue available under State and Federal Grant Programs, participation and support of organizations and individuals, and revenues that may be derived from recreational facilities and activities. The Joint Board shall also be authorized to undertake specific projects, including acquisition of sites, construction and financing of necessary facilities and the operation thereof when specifically authorized to do so by the joint consent and approval of the participating municipalities approved by appropriate Resolutions and Ordinances under supplements to or revisions of this Agreement.

7. BUDGET.

Following its initial organizational meeting, the Joint Board shall prepare a proposed budget covering its initial operations and submit copies to each of the Participating Municipalities. Each Participating Municipality shall signify its approval of or objections to the budget within thirty (30) days after date of submission. Upon the approval of the budget, with such amendments as shall be agreed to, the Participating Municipalities shall advance to the Joint Board the amount of annual contribution of each Participating Municipality determined in accordance with this Agreement. The Joint Board shall also prepare and submit to each Participating Municipality on or before November 1 of each year during the term of this Agreement a proposed annual budget which shall be subject to the approval of each Participating Municipality as herein provided, and shall also submit to the Participating Municipality on or before January 31 of each year during the term of this Agreement an accurate and correct financial report of the operations and expenditures during the prior calendar year.

8. PARTICIPATION.

Each of the Participating Municipalities shall share all expenses, make all contributions, participate in income and hold an undivided share of all property and assets in a proportion that is the average, rounded to two decimal places, of (a) its percentage of the total population of all Participating Municipalities, as certified by the United States Bureau of the Census, rounded to three decimal places, and (b) its percentage of the total assessed valuation of real estate for tax purposes as established by the Lackawanna County Board of Assessment Appeals, rounded to three decimal places.

The proportion for each Participating Municipality during the initial term of this Agreement shall be based upon the population as determined and certified for the 1970 Federal Census, and the assessed valuation for real estate tax purposes for the year 1971. The proportion may be redetermined at any time during the period that this Agreement shall remain in effect, but the proportion in effect as of the date of acquisition of property for any specific project shall be the proportion established for the year of acquisition, and shall thereafter remain constant with respect to the particular project.

9. PROPERTY.

All property acquired in connection with projects undertaken by the Joint Board shall be held by each of the Participating Municipalities as tenants in common in the proportionate interest in effect on the date of acquisition, determined in accordance with the provisions of the eighth paragraph. In the event that the existence of the Joint Board shall subsequently terminate for any reason, all property or the proceeds thereof, after allowance for or deduction of liabilities and expenses, shall be distributed to the Participating Municipalities in the proportionate interests determined as aforesaid. If the terms of such distribution cannot be agreed upon, any one or more of the Participating Municipalities shall be entitled to apply to the Court of Common Pleas of Lackawanna County for the appointment of a Receiver to take possession of such property and effect a sale and distribution in accordance with existing laws pertaining to equity receiverships, subject to such limitations, terms and conditions as may be applicable to property obtained through funds supplied under State and Federal Programs.

10. PERSONNEL.

The Joint Board may employ professional advisers and other necessary employees with the approval of the Participating Municipalities based upon budgetary submissions as set forth in this Agreement.

IN WITNESS WHEREOF this Joint Agreement is executed by the Participating Municipalities hereafter named pursuant to the authorization of ordinances of their respective governing bodies, as hereinafter set forth, effective as of the 30th day of April, 1972.

Executed by the TOWNSHIP OF SOUTH ABINGTON pursuant to the authorization of Ordinance No. 58 Year 1972, duly adopted April 24, 1972.

TOWNSHIP OF SOUTH ABINGTON

By Robert H. Brist
Robert J. Haber
William L. Cole

Board of Supervisors

ATTEST:

Benjamin J. Hines
Township Secretary

Executed by the TOWNSHIP OF ABINGTON pursuant to the authorization of Ordinance No. 34 - A Year 1972, duly adopted May 22, 1972.

TOWNSHIP OF ABINGTON

By Henry Bell

Alfred G. Rose Jr

Board of Supervisors

ATTEST:

David G. Bray
Township Secretary

[Township Seal]

Executed by the TOWNSHIP OF GLENBURN pursuant to the authorization of Ordinance No. 20 Year 1972, duly adopted July 12, 1972.

TOWNSHIP OF GLENBURN

By Kelham F. Remming

R. H. Smith

S. W. Stanton
Board of Supervisors

ATTEST:

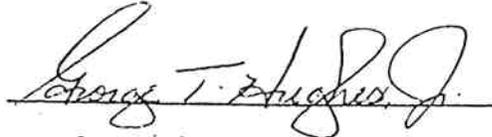
William K. Hall
Township Secretary

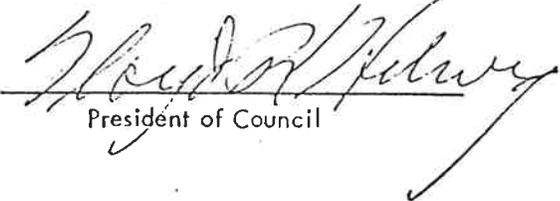
[Township Seal]

Executed by the BOROUGH OF CLARKS GREEN pursuant to the authorization of Ordinance No. 2, 1972 duly adopted FEBRUARY 14, 1972.

BOROUGH OF CLARKS GREEN

ATTEST:


Borough Secretary

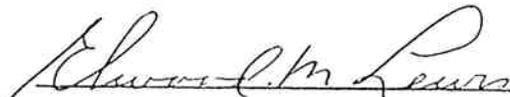
By 
Mayor

President of Council

[Borough Seal]

Executed by the BOROUGH OF CLARKS SUMMIT pursuant to the authorization of Ordinance No. 72-5 duly adopted September 6, 1972.

BOROUGH OF CLARKS SUMMIT

ATTEST:


Borough Secretary

By 
Mayor

President of Council

[Borough Seal]

FIRST SUPPLEMENT TO JOINT AGREEMENT ESTABLISHING THE ABINGTON
AREA JOINT RECREATION BOARD, AND PROVIDING FOR THE ACQUISITION, DEVELOP-
MENT, MAINTENANCE AND OPERATION OF REGIONAL RECREATION AREAS AND
FACILITIES

WHEREAS the TOWNSHIP OF ABINGTON, the BOROUGH OF CLARKS GREEN, the
BOROUGH OF CLARKS SUMMIT, the TOWNSHIP OF GLENBURN and the TOWNSHIP OF
SOUTH ABINGTON, all municipalities and political subdivisions in the County of Lackawanna
and Commonwealth of Pennsylvania, became parties to and signified their intention to become
Participating Municipalities and to be bound by the provisions of the Joint Agreement to which
this is a Supplement (herein called the "Joint Agreement"), which action was authorized by
ordinances of their respective governing bodies under the Act of 1943, May 21, P.L. 340
(53 P.S. 471) as amended, since repealed and suppld by the Act of 1972, July 12, No. 180
(53 P.S. 48 et seq.); and

WHEREAS the Joint Board established by the Joint Agreement is now duly constituted
under the provisions of the Joint Agreement, consisting of five members duly appointed by the
above named Participating Municipalities; and

WHEREAS the General Assembly of the Commonwealth of Pennsylvania, by Act No. 131,
effective June 27, 1974 approved a conveyance of a tract of 100 acres, more or less, in the
Township of South Abington, more particularly described in said act, to the Participating
Municipalities as tenants in common on the terms and conditions therein set forth; and

WHEREAS it is the desire of the Participating Municipalities to proceed to acquire the
said tract of land for development as a recreation site, and for such purpose to extend the term
of the existence of the Joint Board, establish the proportionate interest of each Participating
Municipality in the said tract, and proceed with final planning for its development, financing,
maintenance and operation;

NOW THEREFORE, the Participating Municipalities, namely the BOROUGH OF
CLARKS GREEN, BOROUGH OF CLARKS SUMMIT, TOWNSHIP OF ABINGTON, TOWNSHIP
OF GLENBURN and TOWNSHIP OF SOUTH ABINGTON, pursuant to resolutions of their
respective governing bodies duly adopted under the Authority of the Joint Agreement, hereby
jointly and severally agree as follows:

1. The current term of existence of the Joint Board which expires December 31, 1976 is extended from January 1, 1977, to December 31, 2027, in accordance with the second paragraph of the Joint Agreement, and commencing January 1, 1977 members of the Joint Board shall be appointed for terms of five (5) years in accordance with the provisions of the third paragraph of the Joint Agreement.

2. The proportionate interest of each Participating Municipality for the year 1974, determined in accordance with the provisions of the eighth paragraph of the Joint Agreement are hereby acknowledged and declared to be as follows:

Borough of Clarks Green	12%
Borough of Clarks Summit	38%
Township of Abington	11%
Township of Glenburn	8%
Township of South Abington	31%

3. Title to the above described tract of land shall be acquired and taken by the above named Participating Municipalities as tenants in common in the proportionate interests set forth in the second paragraph of this Supplement, and the Participating Municipalities shall continue to share expenses, make contributions and in general to participate in the project in those proportions, all as provided in the Joint Agreement.

4. The Joint Board is authorized and directed to proceed with final planning for the development of the said tract of land as a recreation site, and the preparation of a Report covering financing, maintenance, operation and all other pertinent phases of such development.

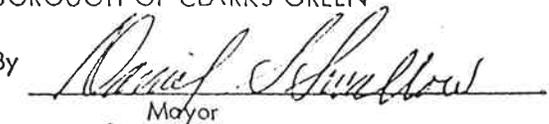
IN WITNESS WHEREOF the Participating Municipalities have executed this First Supplement to the Joint Agreement pursuant to resolutions duly adopted by their respective governing bodies, as of the _____ day of _____, 1974.

ATTEST:


Borough Secretary

BOROUGH OF CLARKS GREEN

By


Mayor


President of Council

[Borough Seal]

BOROUGH OF CLARKS SUMMIT

ATTEST:

Edward M. Lewis
Borough Secretary

[Borough Seal]

By Donald L. Eidenberger
Mayor

Robert A. Thome
President of Council

Donald B. Bray
ATTEST:

Benjamin Anthony
Township Secretary

[Township Seal]

TOWNSHIP OF ABINGTON

By Henry Melius

Alfred G. Rice Jr.

Board of Supervisors

TOWNSHIP OF GLENBURN

ATTEST:

William K. Hall
Township Secretary

[Township Seal]

By William F. Fleming
Ed T. Smith

Board of Supervisors

TOWNSHIP OF SOUTH ABINGTON

ATTEST:

Benjamin Anthony
Township Secretary

[Township Seal]

By Robert H. Smith

Robert J. Hubel

William K. Cole

Board of Supervisors



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
BUREAU OF BUSINESS TRUST FUND TAXES
DEPT. 280901
HARRISBURG, PA 17128-0901

PENNSYLVANIA EXEMPTION CERTIFICATE

CHECK ONE:

- STATE OR LOCAL SALES AND USE TAX
 STATE OR LOCAL HOTEL OCCUPANCY TAX
 PUBLIC TRANSPORTATION ASSISTANCE TAXES AND FEES (PTA)

(Please Print or Type)

This form cannot be used to
obtain a Sales Tax License
Number, PTA License
Number or Exempt Status.

**Read Instructions
On Reverse Carefully**

THIS FORM MAY BE PHOTOCOPIED - VOID UNLESS COMPLETE INFORMATION IS SUPPLIED

CHECK ONE: PENNSYLVANIA TAX UNIT EXEMPTION CERTIFICATE (USE FOR ONE TRANSACTION)
 PENNSYLVANIA TAX BLANKET EXEMPTION CERTIFICATE (USE FOR MULTIPLE TRANSACTIONS)

Name of Seller or Lessor

Street

City

State

Zip Code

Property and services purchased or leased using this certificate are exempt from tax because:
(Select the appropriate paragraph from the back of this form, check the corresponding block below and insert information requested.)

1. Property or services will be used directly by purchaser in performing purchaser's operation of:
_____.
2. Purchaser is a/an: INSTRUMENTALITY OF THE COMMONWEALTH
3. Property will be resold under License Number _____ . (If purchaser does not have a PA Sales Tax License Number, include a statement under Number 7 explaining why a number is not required.)
4. Purchaser is a/an: _____ holding Exemption Number _____
5. Property or services will be used directly by purchaser performing a public utility service. (Complete Part 5 on Reverse.)
6. Exempt wrapping supplies, License Number _____ . (If purchaser does not have a PA Sales Tax License Number, include a statement under Number 7 explaining why a number is not required.)
7. Other _____
(Explain in detail. Additional space on reverse side.)

I am authorized to execute this Certificate and claim this exemption. Misuse of this Certificate by seller, lessor, buyer, lessee, or their representative is punishable by fine and imprisonment.

Name of Purchaser or Lessee

Signature

Date

Clarks Summit Borough #24-6000575

Christine Tabor, Treasurer 1/16/08

Street Address

City

State

Zip Code

304 S State Street

Clarks Summit

PA

18411

1. ACCEPTANCE AND VALIDITY:

For this certificate to be valid, the seller/lessor shall exercise good faith in accepting this certificate, which includes: (1) the certificate shall be completed properly; (2) the certificate shall be in the seller/lessor's possession within sixty days from the date of sale/lease; (3) the certificate does not contain information which is knowingly false; and (4) the property or service is consistent with the exemption to which the customer is entitled. For more information, refer to Regulation 200, Exemption Certificates (Title 61 PA Code §32.2). An invalid certificate may subject the seller/lessor to the tax.

2. REPRODUCTION OF FORM:

This form may be reproduced but shall contain the same information as appears on this form.

3. RETENTION

The seller or lessor must retain this certificate for at least four years from the date of the exempt sale to which the certificate applies. **DO NOT RETURN THIS FORM TO THE PA DEPARTMENT OF REVENUE.**

4. EXEMPT ORGANIZATIONS:

This form may be used in conjunction with form REV-1715, Exempt Organization Declaration of Sales Tax Exemption, when a purchase of \$200 or more is made by an organization which is registered with the PA Department of Revenue as an exempt organization. These organizations are assigned an exemption number, beginning with the two digits 75 (example 75-00000-0).

TRANSMISSION VERIFICATION REPORT

TIME : 06/13/2008 08:57
NAME : CLARKS SUMMIT BORO
FAX : 5705863024
TEL : 5705869316
SER. # : BROJ5J339215

DATE, TIME 06/13 08:54
FAX NO./NAME 5873393
DURATION 00:03:06
PAGE(S) 11
RESULT OK
MODE STANDARD
ECM

BOROUGH OF CLARKS SUMMIT
304 S STATE STREET
CLARKS SUMMIT, PA 18411
PHONE: 570-585-4800
FAX: 570-586-3024

facsimile transmission

To: Tricia Richards Fax: 587-3393
From: Virginia Kehoe Date: 6/13/2008
Re: Pages: 11
CC:

Urgent For Review Please Comment Please Reply Please Recycle

