

AGREEMENT

MADE this 12th day of August, 1980, by and between:

MONROE SWIMMING POOL ASSOCIATION, a non-profit unincorporated association with its principal office at Box 309, Shamokin Dam, Pennsylvania, hereinafter called "ASSOCIATION",

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THE TOWNSHIP OF MONROE, a Pennsylvania Municipal Corporation, of Snyder County, Pennsylvania, hereinafter called "TOWNSHIP".

WITNESSETH, THAT WHEREAS:

The said Association has been organized for the purpose of establishing a public swimming pool in Monroe Township, Snyder County, Pennsylvania; and

The said Township is a municipality which affords a tax deduction to charitable contributors under Section 170 (c) (1) of the Internal Revenue Code; and

In the acquisition of a swimming pool, federal, state and/or local grant monies may be available to the said Township, if Township matching funds are available; and

The said Association is willing to solicit contributions from the general public for the purpose of acquisition of a swimming pool, such contributions to be used as matching funds for any possible governmental grants available; and

The said Township is willing to receive and hold such contributions for the abovesaid purposes.

NOW THEREFORE, the parties agree as follows:

1. Township will set up and maintain a fund, to be known as the "SWIMMING POOL FUND OF MONROE TOWNSHIP", which fund shall be separate and apart from any and all other Township funds.

2. Any and all monies deposited to said fund shall be held by the Township for the exclusive purpose of acquisition, maintenance and operation of a public swimming pool within Monroe Township.

3. Township hereby authorizes and empowers the Association and its members to solicit, receive, collect, hold and receipt for, on behalf of the Township, contributions for said fund.

4. Association hereby agrees to promptly turn over to Township, for deposit into said fund, any and all contributions received by it or its members for said fund.

5. Township covenants and agrees that any and all monies deposited in said fund will not be used by it for any purpose other than a swimming pool, so long as said fund exists.

6. The parties agree that if a swimming pool is not acquired within ten (10) years from the date of this agreement, then the said fund may be terminated by the said Township, and any monies then in said fund may then be used by the Township, but only for recreational purposes within said Township.

ROBERT H. SLIVINSKI
ATTORNEY AT LAW

IN WITNESS WHEREOF, the parties have hereunto, by and through their respective officers, set their respective hands and seals the day and year first above written.

Township of Monroe

Attest:

Gail B. Nichols
Secretary

By: Lee A. Shaffer
Chairman, Board of Supervisors

Monroe Swimming Pool Association

Attest:

Sally Stover

By: Arlene Kline
President

I hereby certify that on the 12th day of August, 1980, by resolution duly adopted at a regular meeting of the Board of Supervisors of the Township of Monroe, with quorum present, LEE SHAFFER, Chairman, and Gail Nichols, Secretary were duly authorized to execute the foregoing Agreement on behalf of the Township Of Monroe.

Witness my hand and seal this 12th day of August, 1980.

Gail B. Nichols (Seal)
Gail Nichols, Secretary

I hereby certify that on the 23rd day of July, 1980. by resolution duly adopted at a regular meeting of the Monroe Swimming Pool Association, with quorum present, ARLENE KLINE, President, and SALLY STOVER, Secretary, were duly authorized to execute the foregoing Agreement on behalf of the Monroe Swimming Pool Association.

Witness my hand and seal this 23rd day of July, 1980.

Sally Stover (Seal)
Sally Stover, Secretary