

7 November 2013

MEMORADUM THRU Office of Counsel

FOR District Engineer

SUBJECT: Friends of Tioga-Hammond and Cowanesque Lakes Cooperative Association Agreement

1. References:

- a. ER 1130-2-500, Chapter 9, Cooperative Associations (CA) and Agreements (Encl 1); EP 1130-2-500 APP Q, CA By-Laws (Encl 2) and APP P, CA Sample Agreement (Encl 3).
- b. Friends of Tioga-Hammond and Cowanesque Lakes Cooperative Association Agreement (Encl 4).
- c. Friends of Tioga-Hammond and Cowanesque Lakes By-Laws (Encl 5).
- d. Friends of Tioga-Hammond and Cowanesque Lakes Employer Identification Number (EIN) or Federal Tax Identification Number, and, Commonwealth of Pennsylvania Articles of Incorporation (Encl 6).
- e. Friends of Tioga-Hammond and Cowanesque Lakes Articles of Incorporation (Encl 7).
- f. HQUSACE Memo: Guidance Pertaining to Cooperative Joint Management Agreements and Leases with Cooperating Associations 12 SEP 13 (Encl 8).

2. As referenced in 1.b. please find attached for your signature, the Friends of Tioga-Hammond and Cowanesque Lakes Cooperative Agreement. Cooperative Associations are non-profit, tax-exempt corporations whose partnership with the Corps results in enhancements of and contributions to the Corps mission, particularly in regard to natural resource management. The Friends of Tioga-Hammond and Cowanesque Lakes will be instrumental in supporting many activities at the project. The Cooperative Association Program is implemented under ER 1130-2-500, Chapter 9, is also enclosed as reference 1.a. We are in full compliance with the regulation.

3. The Friends of Tioga-Hammond and Cowanesque Lakes will be instrumental in supporting many activities at the project. Chief among them will be stewardship improvement projects and interpretative programs.

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Association Agreement

4. If you have any questions or comments regarding this matter, please contact Mr. Joe Ignatius, Chief, Flood Risk Management Branch, at 410-962-6043.

A handwritten signature in black ink, appearing to read "Robert S. Pace".

Encl

ROBERT S. PACE
Chief, Operations Division

ROUTING AND TRANSMITTAL SLIP

Date

12 Nov 2013

TO: (Name, office symbol, room number,
building, Agency/Post)

Initials

Date

1. CEBAB-OP (PACE)

RSP

11/12/13

2. CENAB-OC (DAVIS)

JD

11/14/13

3. CENAB-DDE (LTC ENDRES)

[Signature]

14 NOV 13

4. CENAB-DE (COL. JORDAN)

5.

- | | | |
|--|---|---|
| <input type="checkbox"/> Action | <input type="checkbox"/> File | <input type="checkbox"/> Note and Return |
| <input checked="" type="checkbox"/> Approval | <input type="checkbox"/> For Clearance | <input type="checkbox"/> Per Conversation |
| <input type="checkbox"/> As Requested | <input type="checkbox"/> For Correction | <input type="checkbox"/> Prepare Reply |
| <input type="checkbox"/> Circulate | <input type="checkbox"/> For Your Information | <input type="checkbox"/> See Me |
| <input type="checkbox"/> Comment | <input type="checkbox"/> Investigate | <input checked="" type="checkbox"/> Signature |
| <input type="checkbox"/> Coordination | <input type="checkbox"/> Justify | <input type="checkbox"/> |

REMARKS

Subject: Friends of Tioga-Hammond and Cowanesque Lakes (THC) Cooperative Association Agreement.

1) This THC Cooperative Association Agreement requires your signature. This will support primary natural resource management activities at project. This does not involve recreation user fee collections.

2) Not be be confused with a "Cooperative Joint Management Agreement" such as, Raystown Lake - HQUSACE guidance determined the USACE was operating outside its legal authority by allowing Cooperating Associations to retain and expend recreation user fees.

3) Counsel on chop

4) Routing memo summarizes/provides background. *Background info on inside cover.*

5) Let me know if you need more clarification.

DO NOT use this form as a RECORD of approvals, concurrences, disposals, clearances, and similar actions

FROM: (Name, org. symbol, Agency/Post)

Robert S. Pace

Chief, Operations Division

[Signature of Robert S. Pace]

Room No. - Bldg.

Phone No.

24646

Background Information – Friends of Tioga-Hammond and Cowanesque Lakes Cooperative Association Agreement

What is the Cooperative Agreement (CA)?

- This CA defines the functions and responsibilities of the Friends Group at THC Lakes and USACE. Cooperating Associations are non-profit organizations that financially support and provide volunteer services to the Corps through a CA. They are free-standing corporate entities with Boards of Directors, purposes, and abilities consistent with their objectives.
- With a signed CA, the Friends of THC Lakes may offer educational and interpretive services, scientific research, maintenance, and a sales area directly related to the educational themes of the project. The Friends group may support special recreation areas and fishery and wildlife habitat improvement.

Why is the CA important?

- The USACE Natural Resources Mgmt Program has faced financial challenges in recent years due to declining or flat budgets and operational cost increases. This CA can help by providing services and off-setting Federal expenditures.

How is this Different from Raystown Lake's recent, controversial Cooperative Joint Mgmt Agreement (CMA)?

- CA's and CJM's are two distinctly different instruments. The Friends of THC Lakes CA states that "a separate instrument will be granted to the Friends for the use of government owned real property. The instrument will not merge with the Agreement". Conversely, the Friends of Raystown signed an additional CJM Agreement in 2011 in addition to their 1998 CA, in order for them to cooperatively manage the Seven Points and Susquehannock Campgrounds. HQUSACE has recently provided written guidance determining that the Corps does not have legal authority to allow cooperating associations to retain and expend recreation user fees.



DEPARTMENT OF THE ARMY
BALTIMORE DISTRICT, CORPS OF ENGINEERS
P.O. BOX 1715
BALTIMORE MD 21203-1715

CENAB-OC

13 November 2013

MEMORANDUM FOR Chief, Operations Division, ATTN: CENAB-OP-FC (Mr. Zachary Noordhoff)

SUBJECT: Legal Review of Cooperative Association Agreement between the Department of the Army and Friends of Tioga-Hammond and Cowanesque Lakes, Pennsylvania (2nd End.)

1. As requested in your transmittal of 13 November 2013, the undersigned has reviewed the subject Cooperative Agreement (CA). The undersigned reviewed and provided comment on a previous version of this agreement on 30 March 2012, and again in August 2013. Those recommendations have been addressed in this version.
2. As revised, the CA (Encl 4) is legally sufficient, and I recognize that it has already been executed by the Friends group. The only comment I would offer is on paragraph 4.A.2, which has been revised to state, in relevant part, "The Friends will take reasonable precautions to protect items loaned by the Corps, but assumes no other responsibility for them." This agreement does not override DA property accountability regulations. A hand receipt holder of DA property will remain accountable for it, so DA personnel should be cognizant of their own responsibility before making a loan of property of value.
3. The proposed relationship at Tioga-Hammond and Cowanesque does not contemplate the type of real property lease, known as Cooperative Joint Management, which has recently been the subject of HQUSACE repudiation. Please confer with this office regarding CA use of real property on this project if such use is proposed in the future.
4. Please provide a fully executed copy of this CA for my records when available, and call 410-962-2641 if you have any questions.

Encl


CARL JEFFREY LORENZ
Assistant District Counsel

CENAB-OC

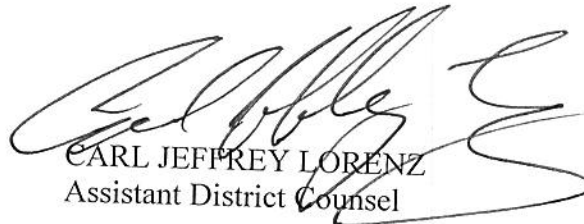
28 August 2013

MEMORANDUM FOR Chief, Operations Division, ATTN: CENAB-OP-FC (Mr. Joe Ignatius)

SUBJECT: Legal Review of Cooperative Association Agreement between the Department of the Army and Friends of Tioga-Hammond and Cowanesque Lakes, Pennsylvania

1. As requested in your transmittal of 28 August 2013, the undersigned has reviewed the subject Cooperative Agreement (CA). The undersigned reviewed and provided comments on a previous version of this agreement on 30 March 2012, which have been incorporated in this version.
2. As revised, the CA (Encl 4) is legally sufficient. As you are aware, recent developments from USACE headquarters have injected considerable uncertainty into the use of the Cooperative Association program. As you note in your cover memo, the proposed relationship at Tioga-Hammond and Cowanesque does not contemplate the type of real property lease which is generating most of the controversy. However, since our agency's position and policies regarding the Cooperating Association program continue to evolve, ~~Corps~~, please continue to confer with this office regarding CA use of real property on this project.
3. Please call 410-962-2641 if you have any questions.

Encl


CARL JEFFREY LORENZ
Assistant District Counsel

CENAB-OP
2013

7 November

MEMORADUM THRU Office of Counsel

FOR District Engineer

SUBJECT: Friends of Tioga-Hammond and Cowanesque Lakes Cooperative Association Agreement

1. References:

a. ER 1130-2-500, Chapter 9, Cooperative Associations (CA) and Agreements (Encl 1); EP 1130-2-500 APP Q, CA By-Laws (Encl 2) and APP P, CA Sample Agreement (Encl 3).

b. Friends of Tioga-Hammond and Cowanesque Lakes Cooperative Association Agreement (Encl 4).

c. Friends of Tioga-Hammond and Cowanesque Lakes By-Laws (Encl 5).

d. Friends of Tioga-Hammond and Cowanesque Lakes Employer Identification Number (EIN) or Federal Tax Identification Number, and, Commonwealth of Pennsylvania Articles of Incorporation (Encl 6).

e. Friends of Tioga-Hammond and Cowanesque Lakes Articles of Incorporation (Encl 7).

f. HQUSACE Memo: Guidance Pertaining to Cooperative Joint Management Agreements and Leases with Cooperating Associations 12 Sep 13 (Encl 8).

2. As referenced in 1.b. please find attached for your signature, the Friends of Tioga-Hammond and Cowanesque Lakes Cooperative Agreement. Cooperative Associations are non-profit, tax- exempt corporations whose partnership with the Corps results in enhancements of and contributions to the Corps mission, particularly in regard to natural resource management. The Friends of Tioga-Hammond and Cowanesque Lakes will be instrumental in supporting many activities at the project. The Cooperative Association Program is implemented under ER 1130-2-500, Chapter 9, is also enclosed as reference 1.a. We are in full compliance with the regulation.

3. The Friends of Tioga-Hammond and Cowanesque Lakes will be instrumental in supporting many activities at the project. Chief among them will be stewardship improvement projects and interpretative programs.

CENAB-OP

7 November 2013

SUBJECT: Friends of Tioga-Hammond and Cowanesque Lakes Cooperative
Association Agreement

4. If you have any questions or comments regarding this matter, please contact Mr. Joe Ignatius, Chief, Flood Risk Management Branch, at 410-962-6043.

Encl

ROBERT S. PACE
Chief, Operations Division

ZW 11-12-13
NOORDHOFF/CENAB-OP-FC
IGNATIUS/CENAB-OP-FC
SNYDER/CENAB-OP
PACE/CENAB-OP 11/12/13

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EDIT).docx

CHAPTER 9 - COOPERATING ASSOCIATIONS PROGRAM

9-1. Purpose. This chapter establishes the policy for the USACE Cooperating Associations Program.

9-2. Policy. It is the policy of the Corps of Engineers that:

a. Cooperating associations to accomplish such broad goals as natural resource management, interpretation, and visitor service activities shall be encouraged at civil works water resource projects, fee-owned lands, and other areas for which the Corps has administrative and management responsibilities. Cooperative Agreements shall be entered into as determined appropriate by the District Commander.

(1) Principal and alternate points of contact for the Corps and the association at each location shall be established, identified, and maintained. The principal point(s) of contact for the Corps should be the individual(s) most directly related with coordinating the association's activities. For example, at a field project, the operations project manager, park manager or park ranger who coordinates with the association could be the principal point of contact.

(2) Corps personnel may not serve in a voting capacity on the governing board, or as treasurer for the association. Corps personnel may serve in an advisory capacity on the association's governing board or committees. Corps personnel may not act as the official representative of the association in any matter relating to the Corps, or the terms of this agreement. However, if the association has a membership program, Corps personnel may join and participate in membership activities.

(3) Creative identification of other activities, which are a benefit to the Corps of Engineers, is encouraged and can be approved by the District Commander. Associations aid the Corps through a variety of activities which may include the following.

(a) Supporting special events, interpretive, educational or scientific activities, exhibits, and programs, including presentations and demonstrations which further public understanding and appreciation of the mission of the Corps, and/or a particular water resources development project.

(b) Supporting natural resource management and/or public programs at or near Corps projects through conservation and educational activities and special events; and also by providing scientific, logistical, maintenance and other support.

(c) Acquiring display materials, historical objects, equipment, supplies, materials, goods, or other items, or services appropriate for management, operation, interpretive, educational and visitor service functions.

(d) Providing services to visitors through the sale, production, publication, and/or distribution of appropriate interpretive and educational items, such as publications, maps, visual aids, audio tapes, pamphlets, handicrafts, and other objects directly related to the recreation, scientific, interpretive, and educational goals and mission of a project, a group of projects, and/or the Corps as a whole.

(e) Acting as a principal distribution medium for those educational and scientific publications of the government and trade which relate to the Corps and/or project mission, mandate, or management efforts and provide the public with inexpensive and technically accurate materials.

b. The association shall not be charged for use of areas, facilities, utilities, janitorial services, routine or general maintenance when such use is incidental to the usual operation of the project, or area, or facility by the government. If the association's use of the Corps facility is over and above normal Corps operation costs for the facility, the Corps shall be reimbursed at an agreed upon, but nominal, cost in recognition of the services that the association is contributing to the public. Any necessary real estate instruments shall be a separate document from the cooperative agreement.

c. Corps personnel, during the course of their normal work, may assist associations by performing nominal duties, including sales (if applicable). Activities which may be performed or assistance to be provided (see above) by Corps personnel shall be described in writing and submitted to the District Commander for approval upon implementation of the agreement.

d. Cooperative agreements shall include descriptions of insurance, usage of facilities and equipment, services provided, staffing (i.e., Corps and non-Corps personnel), management responsibilities, non-profit status, prohibitions on selling artifacts, etc. shall be developed in accordance with Chapter 9 of EP 1130-2-500.

APPENDIX Q

SAMPLE COOPERATING ASSOCIATION ARTICLES OF INCORPORATION AND BY-LAWS

ARTICLES OF INCORPORATION

Purpose:

To provide for the visitor to Corps of Engineers sites every possible means of excellence in interpretation of the theme of story through the following methods:

1. Stimulation of interest in the educational activities and encourage scientific investigation and research in the fields of geology, botany, zoology, history, ethnology, engineering, cultural resources and related subjects concerning the Corps Of Engineers site and adjacent region.

2. Assistance:

(a) In the development of the Corps of Engineers natural resources program and interpretive theme, the use of all Corps personnel and for the use of visitors while at the Corps site.

(b) In obtaining photographs, slides, motion pictures, video tapes and other materials for the purpose of explaining and interpreting facts relating to the geology, botany, zoology, history, ethnology, engineering, cultural resources, and related earth sciences pertaining to the Corps of Engineers site.

3. Publishing, in cooperation with the Corps of Engineers, technical bulletins, maps, guides, illustrated interpretive books, and other publications dealing with every phase of investigation in, or related to, the Corps of Engineers site and its environs.

4. The purchasing and resale of Government and private publications dealing with the Corps site and its environs; the production, purchase, if necessary, and sale of natural color transparencies pertaining to historical events, and/or natural resources relating to the story of the Corps site. The profits from these transactions will be used in the production of the aforementioned publications and in the development of visitor facility exhibits, and in printing or purchasing of stationery, miscellaneous supplies and equipment for the interpretation of Corps of Engineers sites and related themes for the association.

5. Accepting, holding, and disbursing of funds received by donation or other means for the purpose of the Association. The operations, business, property, and assets of the Association shall be strictly limited to purposes which shall be scientific, educational, or for the benefit of the Corps of Engineers site and no part of the net income of the Association shall inure to the financial benefit of any member.

BY-LAWS

Article I Purposes

Section 1.

The Operations, business, property, and assets of the Association, Inc., shall be limited to historical, scientific, interpretive, educational and recreational purposes.

Article II Membership

Section 1.

There shall be three types of membership in the Association, namely, (1) voting, (2) non-voting lifetime; and (3) complimentary. All members shall be furnished a suitable membership card as evidence thereof.

Section 2.

Voting membership will be granted to any person upon payment of an initial membership fee of five dollars (\$5.00) and payment of one dollar (\$1.00) annual dues each year thereafter. Failure of any voting member to pay the annual dues shall result in said member automatically becoming a non-voting lifetime member. Annual dues are payable before the month of January of the calendar year for which payable.

Section 3.

Any person interested in the furtherance of the aims and purposes of the Association may become a non-voting lifetime member upon payment of a membership fee of five dollars (\$5.00). No payment of annual dues shall be required of any such member. Should such a member, who is otherwise qualified, desire to become a voting member, they may do so by payment of one dollar (\$1.00) annual dues for the current year and retain voting membership for each year annual dues are paid thereafter.

Section 4.

Any person may be granted complimentary membership upon resolution duly made and passed by the Board of Directors. No initial or annual dues shall be paid by such member.

Section 5.

All members shall be entitled to receive all annual or other reports of the Association and all members may attend the annual meeting of the Association. Only a voting member may become an officer or director of the Association or vote in any election of any matter specified to be submitted to the membership.

Section 6.

Any member may withdraw from the Association upon giving notice in writing thereof to the Board of Directors. Any member may be expelled from membership upon good cause and by the unanimous vote of the Board of Directors.

Article III
Organization and Administration

Section 1.

The Association shall have the following officers, all of whom shall serve without compensation:

- A. A Board of Directors
- B. A Corps of Engineers Association Coordinator
- C. A Treasurer
- D. An Advisory Committee

Section 2.

The Board of Directors shall consist of nine directors elected from the voting membership of the Association. At the time of the adoption of these by-laws the existing Board of Directors shall designate three of its number to serve for three years, three to serve for two years, and three to serve for one year. Thereafter at each annual meeting three directors shall be elected to succeed those directors whose terms will be next expiring. Each director thereafter elected shall take office on January 1 following their election or appointment. Vacancies on the Board of Directors shall be filled by selection and appointment by a majority of the remaining directors. Directors may not succeed themselves for consecutive terms.

Section 3.

The Board of Directors shall meet as soon as practical after January 1 following the annual meeting of the Association and at such other times as the Chairperson may call a meeting, or at any time that the Corps of Engineers Association Coordinator may request a meeting with the concurrence of three or more members of the Board of Directors. At the first meeting of the board held after the annual meeting of the Association, the board shall elect one of its members as its Chairperson for the ensuing year, and until a successor is elected. At any meeting held in the absence of the Chairperson, a temporary Chairperson will be selected to preside.

The Board of Directors shall formulate all the operational policies of the Association and shall direct its activities through the Corps of Engineers Association Coordinator and a hired Business Manager. The powers of the board shall be limited only by law, the articles of incorporation, by-laws of the Association, and the policies of the Corps of Engineers as articulated through the Cooperative Agreement, dated _____, and duly signed by the Chairperson of the Board of Directors.

Five or more members of the board shall constitute a quorum for any meeting of the board.

Section 4.

The Corps of Engineers Association Coordinator shall be the Interpretive Specialist for the Corps of Engineers site or such other person as the Corps of Engineers Natural Resource Manager shall appoint to this office with the concurrence of the Board of Directors. The term of office shall be until replaced by the Corps of Engineers Natural Resources Manager. The Corps of Engineers Association Coordinator shall serve as the Corps of Engineers representative to the Board of Directors and shall advise the board on all Corps interpretive program needs. The Corps of Engineers Association Coordinator shall supervise the day-to-day business activities of the Association through the Business Manager and submit to the board such reports of its affairs as may be requested and submit an annual report to the Board of Directors at the annual meeting each year. The Corps of Engineers Association Coordinator shall serve as the editor of all the Association's publications and shall act as advisor on all publications activities. In keeping with the Cooperative Agreement between the Association and the Corps of Engineers, the Corps of Engineers Association Coordinator shall not sign checks or legal contracts as a representative of the Association. The Corps of Engineers Association Coordinator shall meet with the Board of Directors, but shall have no vote on actions taken by the board that concern the Corps of Engineers site or the Corps of Engineers as a whole.

Section 5.

A Business Manager will be hired by and serve at the pleasure of the Board of Directors. The Business Manager will serve as the Association's on site liaison with the Corps of Engineers and shall represent the Association in all business and legal activities. The Business Manager shall authorize the expenditure of Association funds for sale publications, printing, stationery, travel, employment of clerks, and incidental expenses incurred in the conduct of the affairs of the Association, provided that no individual expenditure exceed the sum of \$100 without prior approval of the board or through the authorized budget. The Business Manager shall hire and fire all Association employees and shall conduct those necessary business transactions to hire and fire. The Business Manager shall be the immediate supervisor of all persons employed by the Association, except when a person is hired for specific interpretive duties, at which time that person shall be supervised by the chief interpretive officer of the Corps of Engineers site. The Business Manager shall take and maintain minutes of all meetings of the Board of Directors and all minutes shall be read and approved at the next following meeting of the board.

Section 6.

The Treasurer may not be a member of the Corps of Engineers paid staff. The Treasurer shall be appointed by the Board of Directors and shall administer the finances of the Association and supervise the keeping of the Association's books. The Treasurer shall submit an audited annual financial statement to the Board of Directors for presentation and approval at the annual meeting of the Association. Unless a member of the Board of Directors, the Treasurer shall have no vote in actions taken by the board. The Treasurer shall furnish a bond to the Association in the sum of \$10,000 at the expense of the Association.

Section 7.

The Advisory Committee shall be composed of interested scientists, historians, and friends of the Corps of Engineers, available for consultation on Association matters and technical questions. They shall represent the principal friends of the Association's endeavor and shall be invited and encouraged to offer suggestions and criticisms of the policies and work of the Association. The members of the Advisory Committee shall be selected and appointed by the Board of Directors. Members of this committee shall hold office for one year, subject to reappointment. All immediate past Directors shall serve on this committee for one year.

The Corps of Engineers Natural Resources Manager or the Corps of Engineers Association Coordinator shall be a member of this committee.

Any number of persons may serve on this committee. Inactive members may be replaced upon notice by the Board of Directors.

Article IV Meetings

Section 1.

The Association shall hold an annual meeting in an appropriate place during the month of November. Notice of the time and place of such meeting and the agenda thereof shall be given by mail to all members of the Association.

The Chairperson of the Board of Directors shall conduct the meeting. The Corps of Engineers Association Coordinator shall present the annual report of the Association's activities and its plans for the future. The Treasurer shall present a financial report.

Three directors will be elected at the annual meeting in accordance with Article III, Section 2 of the By-Laws. Nominations for such positions shall have been made by the Chairperson on behalf of the Board and included in the notice of the annual meeting. Other nominations may be made from the floor at the meeting. Those three nominees receiving the highest number of valid votes cast will be elected; a tie vote will be broken by the Chairperson. Only voting members present may vote on the election of directors or other motions made at the annual meeting.

A quorum is not required at the annual meeting.

Section 2.

All meetings will be conducted according to Roberts Rules of Order.

Article V Property, Funds, and Assets

Section 1.

All property, funds, and assets of any nature received or acquired by the Association shall be taken, held, disposed of and expended in a manner hereinafter provided:

All moneys received from membership fees and the sale of publications, or derived in any manner from the business operations of the Association, shall be deposited in the operations fund and shall be used for the publication of technical and popular publications and the development of the visitor centers, exhibits, for the purchase of sales publications, stationery, miscellaneous supplies and equipment, traveling expenses, secretarial employment, and other miscellaneous expenses incurred by the Association in the usual course of business.

Moneys received by donations for specific operating purposes shall be expended only for the purposes specified by the donor.

Article VI Miscellaneous

Section 1.

The principal place of business of the Association shall be determined by the Board of Directors.

Section 2.

The Association shall maintain all funds in any bank or savings and loan association whose deposits are insured by an agency of the United States. The Board of Directors shall determine the financial institutions used for this purpose. All checks drawn for checking accounts and withdrawals from savings accounts shall require the signature of the Business Manager and/or the Treasurer.

Section 3.

The Board may adopt a corporate seal as it sees fit.

Article VII Amendment of By-Laws

Section 1.

Power to repeal or amend these By-Laws and to adopt additional By-Laws is hereby delegated to the Board of Directors, and may be executed in any meeting of the Board of Directors, provided that proper notice has first been given to the individual Directors by mail at least one week prior to the meeting. Such action must be executed by a unanimous vote of the Directors present.

Article VIII Dissolution

Section 1.

In the event of dissolution of the Association, the Board of Directors will decide the disposition of the net assets of the Association and the procedure used to dispose of them.

COOPERATIVE AGREEMENT
BETWEEN THE
U.S. ARMY CORPS OF ENGINEERS
AND
THE FRIENDS OF TIOGA-HAMMOND AND COWANESQUE LAKES

This Cooperative Agreement is for the mutual benefit of both parties and is between the United States Army Corps of Engineers, Baltimore District (hereinafter referred to as the "Corps") and the Friends of Tioga-Hammond and Cowanesque Lakes (hereinafter referred to as the "Friends"), acting through the President or the President's designee.

WITNESSETH:

WHEREAS, The Corps operates the Tioga-Hammond and Cowanesque Lakes for public recreation and the understanding of the Corps mission and,

WHEREAS, The Corps achieves its operational goals for natural resources management through a wide range of activities, programs and events; and,

WHEREAS, The Corps operates its program for the benefit of the public. The public requires information and facilities for the safe and appropriate use of Corps projects. This information is conveyed through a variety of interpretive media such as; programs, exhibits, and displays which rely heavily upon the use of audio visual materials, photographs, models, interactive displays, lectures, artifacts and other materials which illustrate the Corps, its mission and activities in and around Tioga-Hammond and Cowanesque Lakes as well as the archaeological, natural and cultural history of the area; and,

WHEREAS, The Corps and the Friends mutually recognize there are significant national public benefits to a project which uses interpretive techniques and supports the Corps goals for education, perpetuation of national pride, preservation of national heritage, safety, and enjoyment of the people of the United States; and,

WHEREAS, the Corps natural resource management program fosters the stewardship of our natural and cultural environment; and,

WHEREAS, the Friends have as its purpose the enhancement of the environment through research, education and scientific activities and intends to assist the Corps in the conduct of its natural resource management programs and activities; and,

WHEREAS, the Friends have as its purpose the interpretation for the public's benefit and education of the archeological, natural, cultural, and historical environment, and the Friends intend to assist the Corps in its interpretive activities at Tioga-Hammond and Cowanesque Lake through the use of its programs, exhibits, displays, and materials at the project and Ives Run Visitor Information Center.

ENCL 4

WHEREAS, the Friends have the authority to assist the Corps in its presentation to the public of the natural, cultural, historical and project related features of the Tioga-Hammond and Cowanesque Lakes through programs, exhibits, and materials;

WHEREAS, the Corps has authority, pursuant to Section 4 of the 1944 Flood Control Act, 16 U.S.C. 460d, to permit the maintenance and operation of recreation facilities at water resource development projects by local interests and may enter into leases with non-profit organizations for park and recreational purposes;

WHEREAS, the Corps has the authority, pursuant to the Federal Water Recreation Act, Public Law 89-72; the National Historic Preservation Act, as amended, Public Law 89-665; The National Environmental Policy Act, Public Law 89-190; and the Archaeological Resource Protection Act, as amended, Public Law 96-95, to provide Natural Resources Management programs, activities, and interpretive functions;

WHEREAS, the Corps wishes to accept and the Friends wishes to provide the hereinafter described interpretive and educational services to the visiting public at Tioga-Hammond and Cowanesque Lakes;

NOW, THEREFORE, the parties agree as follows:

1. The Corps authorizes the Friends to provide, and the Friends agree to provide, the hereinafter described interpretive and educational services; and/or research and scientific services, and/or maintenance services to the visiting public and/or the Corps.

- A. Conduct the Annual Families in the Wild Program.
- B. Conduct programming to increase outdoor recreational opportunities and participation for children.
- C. Promote family fun activities.
- D. Acquire funding through grants and other financial means to assist with maintenance in recreation areas; i.e. trails and visitor center exhibits.
- E. Fishery and wildlife habitat improvements.
- F. National Public Lands Day projects at Tioga-Hammond and Cowanesque Lakes.

2. CORPS RESPONSIBILITIES.

- A. Timely Review and Approval.

The Corps agrees to review and give necessary approvals or disapprovals in a timely manner to the Friends for any and all proposals, programs, special events, suggestions, and other activities that the Friends might wish to engage in.

B. Use of Government Facilities

1. Should the Friends, as part of its cooperative activities, require the use of Corps facilities at the Ives Run Visitor Center (or other facility), the Corps agrees, that in recognition of the services the Friends is contributing to the public, the Corps will provide at no cost to the Friends such facilities, utilities, janitorial services, and routine and general maintenance when incidental to the normal operation of the facility by the Corps.

2. Should the Friends require facilities, utilities and services over and above what the government would normally require for operation of the facility, or area used by the Friends, the Friends will reimburse the Corps at an agreed upon, but nominal cost in recognition of the services that the Friends are contributing to the public.

3. A separate instrument will be granted to the Friends for the use of government owned real property. The instrument will not merge with this Agreement.

3. FRIENDS RESPONSIBILITIES.

A. Corporate Requirements.

1. The Friends' Articles of Incorporation and By-Laws shall comply with the requirements of the state(s) in which the Friends are incorporated. Non-profit 501(c) (3) status must be maintained in accordance with state and Federal laws. The Friends will make available for inspection, at the request of the Corps, documents demonstrating non-profit status.

2. This agreement will automatically terminate if non-profit 501(c) (3) status is not maintained.

3. The Friends shall have liability insurance which indemnifies, saves, holds harmless, and defends the United States against all fines, claims, damages, losses, judgments, and expenses arising out of, or from any omission, or activity of the Friends in connection with activities under this Agreement.

4. The Friends will exercise reasonable care to prevent damage to any Government property used, or occupied during its operation and shall, insofar as possible, protect all such property.

B. Interpretive Activities.

1. The Friends may offer educational and interpretive services which support the mission of the Corps and/or the project. This includes assisting, planning, designing, implementing, and conducting interpretive and educational programs, activities and exhibits.

2. The Friends may offer scientific research, maintenance and/or other services which support the mission of the Corps and their natural resource management program. This includes assisting, planning, designing, implementing, and conducting scientific and/or maintenance programs, activities, and exhibits.

3. The Friends will cooperate with the Corps in the following activities:

a. Produce and make available to visitors by sale or free distribution, suitable interpretive and educational literature and aids to increase the visitors understanding and appreciation of the natural history, cultural, historical, and man-made features of the project area (or other Corps site) and the Corps of Engineers.

b. Acquire specimens and/or objects pertaining to the history, cultures, environment, or recreational activities of the project area for the purpose of adding them to the exhibitory or programs at Corps visitor centers (or other Corps facilities), and assist in preservation programs as appropriate.

c. Assist in the development and improvement of interpretive devices, and educational materials including signs, exhibits, materials, and audio-visual aids.

d. Assist in the sponsorship and coordination of professional workshops, training opportunities, and special events.

e. Assist in all practical ways the interpretive, educational, and community programs of the Corps and the project (or other Corps site) for the benefit of the American public.

C. Sales Option

1. As part of this Agreement, the Friends may operate a sales area on a continuous or intermittent basis.

2. The Friends are hereby authorized to sell and/or distribute interpretive and educational items such as publications, maps, audiovisual aids, crafts, and other objects directly related to the interpretive and educational themes of the project, visitor center (or other facility), region and Corps. The Corps may request the Friends to sell specific items of interpretive value.

3. The Friends shall order, receive, inventory, stock, and otherwise manage all items offered for sale and/or distribution.

4. The Friends will sell only items that are appropriate and of high quality. The Friends will not sell any item that has not been approved by the District Commander or his authorized representative. The Friends will sell items at their fair market value and prices of said items will be submitted and approved in writing, in advance by the District Commander or his authorized representative.

5. The Friends will not sell any original artifacts, sacred items, or antiquities to which the Archaeological Resource Protection Act, as amended, would apply, whether or not such items were discovered on lands owned or controlled by the United States.

6. The Friends will display the sales items in good taste and in keeping with the general design and decor of the facility which houses the sales area.

7. Friends sales are restricted to a location approved by the Corps, which will be kept clean and presentable at all times.

D. Fiscal Management.

1. The Friends will conduct its fiscal operations in accordance with accepted business practices. This includes the appropriate use of a funds accountability system, purchase orders, receipts, invoices, and inventory records.

2. The Friends shall annually submit (within 135 days following the end of each fiscal year) a complete financial report to the Corps which includes a written summary of Friends activities for the year.

3. The Corps may review the fiscal records of the Friends at any time during the term of this Agreement.

4. JOINT RESPONSIBILITIES.

A. Donation of Interpretive Services or Materials.

1. The Friends may, at the discretion of its Governing Board, loan materials and/or services to the Corps. The Corps reserves the right to accept or decline without obligation, any service or loan by the Friends. The Corps may, at the discretion of the District Commander or his authorized representative, loan materials and/or services to the Friends. The Friends reserve the right to accept or decline without obligation, any service or loan by the Corps.

2. The Corps will take reasonable precautions to protect items loaned by the Friends, but assumes no other responsibility for these items. The Corps will return loaned property or items as requested by the Friends. The Friends will take reasonable precautions to protect items loaned by the Corps, but assumes no other responsibility for these items. The Friends will return loaned property or items as requested by the Corps.

B. Personnel.

1. The Friends and the Corps shall each designate, in writing, a Friends member and a Corps person and alternate who will act as points of contact for the purpose of implementing this Agreement.

2. The Friends will provide such personnel as are reasonably necessary to conduct, operate, and manage its cooperative activities. This does not preclude Corps personnel, during the course of their normal duties, from assisting the Friends with nominal duties, including sales.

3. Corps personnel may not serve in a voting capacity on the governing board, or as Treasurer for the Friends. Corps personnel may serve in an advisory capacity on the Friends' governing board or committees. Corps personnel may not act as the official representative of the Friends in any matter relating to the Corps, or the terms of this Agreement. However, if the Friends have a membership program, Corps personnel may join and participate in membership activities.

4. The Corps will orient all Friends personnel, staff and/or volunteers with regard to Corps rules, regulations, and requirements, particularly with regard to the project and facilities, safety, and appropriate emergency procedures. Association staff and volunteers involved in visitor contact will receive additional orientation in regard to interpretive services. All orientation will be conducted prior to assumption of duties.

5. Friends' employees or volunteers may not wear the Corps uniform, or items of clothing that resemble the uniform. Employees and volunteers of the Friends, when working at duties that bring them into contact with the public, will wear visible identification that identifies them as a Friends employee or volunteer.

5. ASSIGNMENT.

No transfer or assignment of this Agreement or any part thereof or interest therein, directly or indirectly, voluntary or involuntary, shall be made by the Friends unless approved in writing by the Corps.

6. MODIFICATION AND AMENDMENTS.

Modifications and amendments to this agreement in the form of Supplemental Agreements may be made from time to time upon the mutual written consent of the District Commander for the Corps and the President or President's designee of the Friends.

7. DURATION.

This agreement shall be effective for five years commencing on the day following the ratification of this agreement by the Corps. This agreement will automatically renew for another five year period on October 1 of the last year, unless notice of cancellation is given by either party before the date of renewal. The Corps reserves the right to terminate the agreement, or any part thereof, at any time upon written notice. Prior to giving such notice, the Corps will meet with the Association to set forth the reasons for such termination.

8. MISCELLANEOUS

A. The rights and benefits conferred by this agreement shall be subject to the laws of the

United States governing the Corps of Engineers and to the rules and regulations promulgated hereunder whether now in force or hereafter enacted or provided; and the mention of specific restrictions, conditions, and stipulations herein shall not be construed as in any way impairing the general powers of supervision, regulation and control by the Corps.

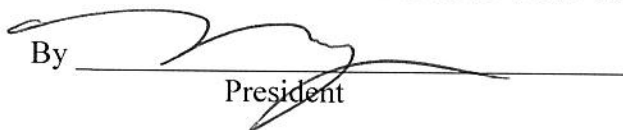
B. This Agreement in no way obviates the responsibilities of the Corps, or the Friends as may be required by a Lease Agreement. In situations where the Friends lease facilities or areas from the Corps, this Agreement would automatically become null and void upon the termination or cancellation of the Lease Agreement.

C. The Friends agree that all its activities shall be conducted in accordance with all applicable laws and regulations, both state and Federal.

IN WITNESS WHEREOF, the Friends has caused this agreement to be executed this

8th day of OCTOBER, 2013.

FRIENDS OF TIOGA-HAMMOND AND COWANESQUE LAKES

By 
President

IN WITNESS WHEREOF, the Corps has caused this agreement to be ratified this

14th day of NOVEMBER, 2013.

UNITED STATES ARMY CORPS OF ENGINEERS

By 
District Commander



DONALD KELLY

Vice President, Friends of Tioga-
Hammond & Cowanesque Lakes

10/8/13
(Date)



RUTH HERMANSEN

Secretary, Friends of Tioga-
Hammond & Cowanesque Lakes

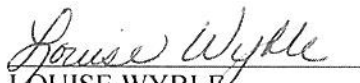
10-8-13
(Date)



DEBORAH CALKINS

Board of Directors, Friends of Tioga-
Hammond & Cowanesque Lakes

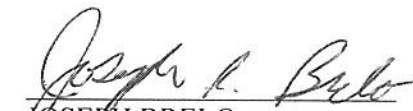
10/8/13
(Date)



LOUISE WYBLE

Board of Directors, Friends of Tioga-
Hammond & Cowanesque Lakes

10/8/13
(Date)



JOSEPH BRELO

Treasurer, Friends of Tioga-
Hammond & Cowanesque Lakes

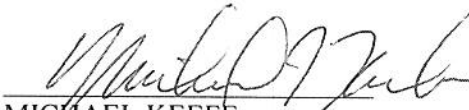
10/8/13
(Date)



FREDERICK METARKO

Board of Directors, Friends of Tioga-
Hammond & Cowanesque Lakes

10/8/13
(Date)



MICHAEL KEEFE

Board of Directors, Friends of Tioga-
Hammond & Cowanesque Lakes

10/8/13
(Date)

FRIENDS OF TIOGA-HAMMOND AND COWANESQUE LAKES

BYLAWS

ARTICLE I – NAMES AND OFFICES

The name of this organization shall be Friends of Tioga-Hammond and Cowanesque Lakes. The principal office of the Corporation shall be in Tioga County, Pennsylvania.

ARTICLE II – PURPOSE

The purposes for which the corporation is formed are: to receive and maintain a fund or funds, real or personal property, or both, and subject to the restrictions and limitations herein set forth, to use and apply all or any part of the income therefrom and the principal thereof exclusively to support the responsible operation, management, preservation, development and conservation of Tioga-Hammond and Cowanesque Lakes, properties owned by the United States of America and administered by the U.S. Army Corps of Engineers; to further public education, public research programs, public awareness, public interest in and public appreciation for the history, ecology, environment and recreational aspects of the Tioga-Hammond and Cowanesque Lakes projects; to sponsor affiliate organizations to facilitate these purposes; and to engage in any other related activity as may be desirable or required to fill the purposes or objectives of the corporation; and, in general, to exercise any power for which a non-profit corporation organized under the applicable provisions of the laws of Pennsylvania for scientific, educational, and charitable purposes, for the direct benefit of the Tioga-Hammond and Cowanesque Lakes Project, can be authorized to exercise, but only to the extent the exercise of such powers are in furtherance of exempt purposes.

This corporation shall further have all of the purposes enumerated in and limited by the articles of incorporation which shall be interpreted as the full and complete statement of purposes of this organization.

ARTICLE III – MEMBERS

SECTION 1 – ELIGIBILITY. Membership is open to anyone interested in promoting the purposes of the corporation.

SECTION 2 – CLASSES. Classes of membership will be determined by the Board of Directors as deemed necessary.

SECTION 3 – DUES. The Board of Directors may establish membership fees as it deems appropriate for the functioning of the corporation.

SECTION 4 – APPLICATIONS. Applications for membership will be made in a manner determined by the Board of Directors and are subject to the approval of the Board of Directors.

ARTICLE IV – OFFICERS AND DUTIES

SECTION 1 – OFFICERS. The officers of this corporation shall be a President, Vice President, Secretary, and Treasurer. The Board of Directors may create additional positions, including Ex-Officio Members of the Board of Directors, as it deems appropriate for the functioning of the corporation.

SECTION 2 – DUTIES.

A. PRESIDENT. The President shall preside at all meetings of the Board of Directors, Executive Committee, and general membership. He/She shall have and exercise general charge and supervision of the affairs of the organization and shall appoint committee chairpersons and committee members for standing or special committees. The President shall do and perform such other duties as may be assigned to him/her by the Board of Directors. He/She may sign, with the counter-signature of the Secretary, in the name of and on behalf of the corporation, any contract, resolutions, agreements or other papers authorized by the Board of Directors. He/She shall be a member of the Board of Directors and elected by the Board of Directors.

B. VICE PRESIDENT. At the request of the President, or in the event of his/her absence or disability, the Vice President shall perform the duties of the President. He/She shall work with and advise the President and other officers and shall do and perform such other duties as may be assigned to him/her by the Board of Directors. The Vice President shall be a member of the Board of Directors and elected by the Board of Directors.

C. SECRETARY. The Secretary shall have charge of such books, documents and papers as the Board of Directors may determine. He/She shall attend and keep the minutes of all the meetings of the Board of Directors. He/she shall maintain a book showing the names and addresses last supplied to him/her by members, and such book shall be open for inspection as prescribed by law. He/She may sign, with the countersignature of the President, agreements, or other papers authorized by the Board of Directors. He/She shall, in general, perform and/or oversee all the duties incident to the Office of Secretary, subject to the control of the Board of Directors, and shall do and perform such other duties as may be assigned to him/her by the Board of Directors. He/She shall be a member of the Board of Directors and elected by the Board of Directors.

D. TREASURER. The Treasurer shall have the custody of all funds, property, and securities of the organization, subject to such regulations as may be imposed by the Board of Directors. When necessary or proper, he/she may endorse on behalf of the corporation for collection, checks, notes and other obligations and shall deposit the same to the credit of the organization at such bank or banks or depository as the Board of Directors may designate. He/She shall sign all receipts and vouchers, and, together with such other officer or officers, if any, as shall be designated by the Board of Directors, he/she shall sign all checks and all bills of exchange and promissory notes issued by the organization, except in cases where the signing and executions thereof shall be expressly designated by the Board of Directors or by these bylaws to some other officer or agent exclusively or in the alternative. He/She shall, in general perform and/or oversee all the duties incident to the office of treasurer, subject to the control of the Board of Directors. He/She shall be a member of the Board of Directors and elected by the Board of Directors.

SECTION 3 – TERMS OF OFFICE AND LIMITS ON TENURE

A. PRESIDENT. The term of office of the President shall be two years, and he/she may succeed himself/herself.

B. VICE PRESIDENT. The term of office of the Vice President shall be two years, and he/she may succeed himself/herself.

C. SECRETARY. The term of office of the Secretary shall be two years, and he/she may succeed himself/herself.

D. TREASURER. The term of office of the Treasurer shall be two years, and he/she may succeed himself/herself.

E. TERM LIMITS. All officers will serve no more than two consecutive terms in any one office. This will not preclude an individual from serving consecutively in different offices.

SECTION 4 – REMOVAL FROM OFFICE

Removal of an officer shall be pursuant to criteria and procedures established by the Board of Directors. The officer proposed for removal shall be given at least thirty (30) days written notice and an opportunity to be heard on the issue.

SECTION 5 – VACANCIES

A. OFFICE OF PRESIDENT AND VICE PRESIDENT. In the event that the office of President becomes vacant for any cause, the Vice President shall assume that office until the Board of Directors selects a successor, by majority vote of those present at a meeting called in writing at least ten (10) days in advance. In the event of a vacancy in the office of the Presidency thereafter, and prior to the election of a new Vice President, the Secretary shall assume the office of Vice President until the next called election.

B. OTHER OFFICERS. In the event any other office of the Corporation becomes vacant for any cause, a majority of the vote of the Board of Directors then serving, although less than a quorum, may elect an officer to fill such a vacancy, and the officer so elected shall hold office and serve until the election of his successor as provided in these bylaws.

ARTICLE V – BOARD OF DIRECTORS

SECTION 1 – COMPOSITION OF BOARD OF DIRECTORS. The affairs and business of the corporation shall be directed by a Board of Directors. There shall be nine to twelve (9-12) directors. All directors shall be elected or designated to hold office for a four-year period, provided that such four (4) year terms are staggered such that approximately one half of the Board of Directors shall be elected every two years. Except as herein otherwise provided for filling vacancies, a selection committee appointed by the President of at least two directors shall initially assign terms where appropriate to achieve a balanced rotation.

SECTION 2 – COMMITTEES. The Board of Directors may by resolution passed by a majority of the directors present, or the President may designate, one or more committees consisting of two or more persons to carry out board policy or direction.

SECTION 3 – QUORUM. At all meetings of the Board of Directors, a majority of all the directors shall be necessary and sufficient to constitute a quorum for the transaction of business.

SECTION 4 – MEETINGS. The Board of Directors shall meet on a regular basis at a date, time and location determined by the Board of Directors.

ARTICLE VI – ELECTIONS

SECTION 1 – BOARD OF DIRECTORS. The election of Directors shall be by the members at the annual meeting of the members. A selection committee, appointed by

the President, shall present a slate for nomination. Additional nominations may be made from the floor.

SECTION 2 – OFFICERS. The officers shall be elected by the Board of Directors at the first meeting following the annual meeting.

SECTION 3 – MAJORITY VOTE FOR ELECTION. The election of directors and officers shall be by voice, hand or written ballot at the discretion of the President and in accord with Robert's Rules of Order, newly revised. To be elected, a candidate for the board must receive a majority of votes cast for the position by those members present and voting.

ARTICLE VII – ANNUAL MEETING

SECTION 1 – ANNOUNCEMENT. The annual meeting shall be held once a year on a day, time and place duly designated by the Board of Directors. For the purpose of electing directors to succeed those whose terms shall have expired and for the purpose of the transacting other corporate business as may come before the members. Notification, by appropriate means, shall be made to all members.

SECTION 2 – SPECIAL MEETINGS. Special meetings of the members may be called at any time for any purpose or purposes by the President or by a majority of the Board of Directors.

SECTION 3 – PLACE OF MEETINGS. All meetings of the members shall be held in a place within Tioga County, State of Pennsylvania, as designated by the Board of Directors.

ARTICLE VIII – FISCAL YEAR

The fiscal year of the corporation shall be from January 1 through December 31.

ARTICLE IX – AMENDMENTS TO BYLAWS

The Board of Directors shall have the power and authority to amend, alter, or repeal these bylaws or any provision thereof and may from time to time make additional bylaws. Such changes shall be given public notice and approved by majority vote of the Board of Directors.

ARTICLE X – EXEMPT ACTIVITIES

Notwithstanding any other provision of these bylaws, no member, director, employee, or representative of this corporation shall take any actions or carry on any activity by or on behalf of the corporation not permitted to be taken or carried on by an organization exempt under Section 501 (C) (3) of the Internal Revenue Code of 1986 (or Internal Revenue law) and its regulations as they now exist or as they may hereafter be amended.

ARTICLE XI – HEADQUARTERS

The principal address of the corporation is P.O. Box 93, Tioga, Tioga County, Pennsylvania 16946. Officers of the corporation will conduct business at meeting locations within Tioga County, State of Pennsylvania.

ARTICLE XII – PARLIAMENTARY AUTHORITY

Robert's Rules of Order, newly revised, shall be the parliamentary authority for all matters of procedure not specifically covered by the certificate of incorporation and the bylaws of the Friends of Tioga-Hammond and Cowanesque Lakes.

ARTICLE XIII – BANK ACCOUNTS AND LOANS

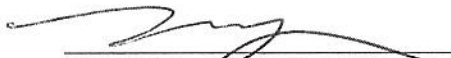
SECTION 1 – BANK ACCOUNTS. Such officers or agents of the corporation as from time to time shall be designated by the Board of Directors shall have authority to deposit any funds of the corporation in such banks or trust companies as shall from time to time be designated by the Board of Directors and such officers or agents as from time to time shall be authorized by the Board of Directors may withdraw any or all of the funds of the corporation so deposited in any such bank or trust company, upon checks, drafts or other instruments or orders for the payment of money, drawn against the account or in the name or behalf of this corporation, and made or signed by such officers or agents; and each bank or trust company with which funds of the corporation are so deposited is authorized to accept, honor, cash and pay, without limit as to amount, all checks, drafts or other instruments or orders for the payment of money, when drawn, made or signed by officers or agents so designated by the Board of Directors until written notice of the revocations of the authority of such officers or agents by the Board of Directors shall have been received by such bank or trust company. There shall from time to time be certified to the banks or trust companies in which funds of the corporation are deposited, the signature of the officers or agents of the corporation so authorized to draw against the same. In the event that the Board of Directors shall fail to designate the persons by whom check, drafts and other instruments or orders for the payment of money shall be signed, as hereinabove provided in this section, all of such checks, drafts and other instruments or orders for the payment of money shall be signed by the President and countersigned by the Treasurer of the Corporation.

SECTION 2 – LOANS. Such officers or agents of this Corporation as from time to time shall be designated by the Board of Directors shall have authority to effect loans, advances or other forms of credit at any time or times for the corporation from such banks, trust companies, institutions, corporations, firms or persons as the Board of Directors, shall from time to time designate and arrange security for the repayment of such loans, advances, or other forms of credit to assign, transfer, endorse and deliver, either originally or in addition to substitution, any or all stocks, bonds, rights and interests of any kind in or to stocks or bonds, deposits, accounts, documents covering merchandise, bills and accounts receivable and other commercial paper and evidences of debt at any time held by the corporation and for such loans, advances or other forms of credit to make, execute and deliver one or more notes, acceptances or written obligations of the corporation on such terms, and with such provisions as to the security or sale or disposition thereof as such officers or agents shall deem proper, and also to sell to, or discount or rediscount with, such banks, trust companies, institutions, corporations, firms or persons any and all commercial paper, bills receivable, acceptances and other instruments and evidences of debt at any time held by the corporation, and to that end to endorse, transfer and deliver the same. There shall from time to time be certified to each bank, trust company, institution, corporation, firm or person so designated the signatures

of the officers or agents so authorized and each such bank, trust company, institution, corporation, firm or person is authorized to reply upon such certification until written notice of the revocation by the Board of Directors of the authority of such officers or agents shall be delivered to such bank, trust company, institution, corporation, firm or person.

CERTIFICATION

The undersigned officer of the Friends of Tioga-Hammond and Cowanesque Lakes (the organization) hereby certifies that the bylaws of the organization as adopted by the Board of Directors, and that the same are in full force as of the date hereof.



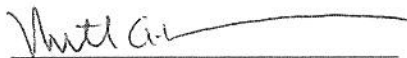
MARK P. THOMPSON
President, Friends of Tioga-
Hammond & Cowanesque Lakes

10/08/2013
(Date)



DONALD KELLY
Vice President, Friends of Tioga-
Hammond & Cowanesque Lakes

10/8/13
(Date)




RUTH HERMANSEN
Secretary, Friends of Tioga-
Hammond & Cowanesque Lakes

10-8-13
(Date)



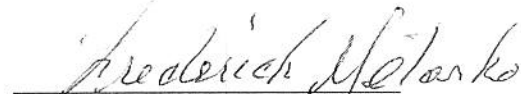
JOSEPH BRELO
Treasurer, Friends of Tioga-
Hammond & Cowanesque Lakes

10/8/13
(Date)



DEBORAH CALKINS
Board of Directors, Friends of Tioga-
Hammond & Cowanesque Lakes

10/8/13
(Date)



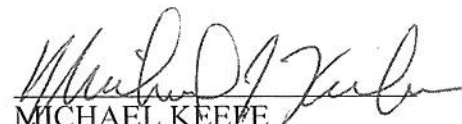
FREDERICK METARKO
Board of Directors, Friends of Tioga-
Hammond & Cowanesque Lakes

10/8/13
(Date)



LOUISE WYBLE
Board of Directors, Friends of Tioga-
Hammond & Cowanesque Lakes

10/8/13
(Date)



MICHAEL KEEPE
Board of Directors, Friends of Tioga-
Hammond & Cowanesque Lakes

10/8/13
(Date)

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: JUN 29 2013

FRIENDS OF TIOGA-HAMMOND AND
COWANESQUE LAKES
C/O MARK P THOMPSON
PO BOX 93
TIOGA, PA 16946

Employer Identification Number:
45-4372862
DLN:
17053192321012
Contact Person:
RENEE RAILEY NORTON ID# 31172
Contact Telephone Number:
(877) 829-5500

Accounting Period Ending:
December 31
Public Charity Status:
509(a)(2)
Form 990 Required:
Yes
Effective Date of Exemption:
March 16, 2012
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 947 (DO/CG)

ENCL 6

FRIENDS OF TIOGA-HAMMOND AND

We have sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,

A handwritten signature in dark ink, appearing to read "Kenneth Corbin", with a stylized flourish at the end.

Kenneth Corbin
Acting Director, Exempt Organizations

Enclosure: Publication 4221-PC

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF STATE
CORPORATION BUREAU
101 NORTH STREET, ROOM 206
P.O. BOX 8722
HARRISBURG, PA 17105-8722
WWW.CORPORATIONS.STATE.PA.US/CORP

Friends of Tioga-Hammond and Cowanesque Lakes

THE CORPORATION BUREAU IS HAPPY TO SEND YOU YOUR FILED DOCUMENT. THE CORPORATION BUREAU IS HERE TO SERVE YOU AND WANTS TO THANK YOU FOR DOING BUSINESS IN PENNSYLVANIA.

IF YOU HAVE ANY QUESTIONS PERTAINING TO THE CORPORATION BUREAU, PLEASE VISIT OUR WEB SITE LOCATED AT WWW.CORPORATIONS.STATE.PA.US/CORP OR PLEASE CALL OUR MAIN INFORMATION TELEPHONE NUMBER (717)787-1057. FOR ADDITIONAL INFORMATION REGARDING BUSINESS AND OR UCC FILINGS, PLEASE VISIT OUR ONLINE "SEARCHABLE DATABASE" LOCATED ON OUR WEB SITE.

ENTITY NUMBER: 4098175

Henningson, David
1400 Lakes Road East
Tioga, PA 16826

ENC1-7

PENNSYLVANIA DEPARTMENT OF STATE
CORPORATION BUREAU

Articles of Incorporation-Nonprofit
(15 Pa.C.S.)

Domestic Nonprofit Corporation (§ 5306)
☒ Nonprofit Cooperative Corporation (§ 7102B)

Name	Dina Henninger		
Address	710 Ives Run Lane		
City	State	Zip Code	
Tioga	PA	16946	

Document will be returned to the
name and address you enter to
the left.

Commonwealth of Pennsylvania
ARTICLES OF INCORPORATION-NON-PROFIT 3 Page(s)



T1209364009

Fee: \$125

In compliance with the requirements of the applicable provisions (relating to articles of incorporation or cooperative corporations generally), the undersigned, desiring to incorporate a nonprofit/nonprofit cooperation corporation, hereby state(s) that:

1. The name of the corporation is: Friends of Tioga-Hammond and Cowanesque Lakes

2. The (a) address of this corporation's current registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is:

(a) Number and Street 710 Ives Run Lane City Tioga State PA Zip 16946 County Tioga
P.O. Box 99

(b) Name of Commercial Registered Office Provider _____ County _____
c/o: N/A

3. The corporation is incorporated under the Nonprofit Corporation Law of 1988 for the following purpose or purposes.

To promote and protect the natural resources of Tioga-Hammond and Cowanesque Lakes by sponsoring and developing programs in resource mgmt., recreational improvements and public outdoor education. The Corporation does not contemplate pecuniary gain or profit, incidental or otherwise.

4. The corporation does not contemplate pecuniary gain or profit, incidental or otherwise. True

PA DEPT. OF STATE

MAR 16 2012

PA DEPT. OF STATE

MAR 29 2012



DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS
441 G ST. NW
WASHINGTON DC 20314-1000

REPLY TO
ATTENTION OF

CECW

FOR DIVISION AND DISTRICT COMMANDERS

12 Sep 2013

SUBJECT: Guidance Pertaining to Cooperative Joint Management Agreements and Leases with Cooperating Associations that Allow Retention and Expenditure of Fees Generated by Charging for the Use of USACE-Constructed Facilities

1. We have conducted a review of our cooperative joint management agreements and leases with cooperating associations that allow retention and expenditure of fees generated by use of USACE-constructed facilities (i.e., facilities constructed with taxpayer funds at recreation sites where USACE maintains some operations and maintenance responsibility) and assessed their compliance with applicable statutory authorities. We have determined that USACE is operating outside its legal authority by allowing cooperating associations to retain and expend recreation user fees as currently established in the cooperative joint management agreements and leases. By statute, all user fees must be returned to the Land and Water Conservation Fund in the U.S. Treasury. As a result, the current agreements and leases will need to be either modified to conform to the statutory authorities or terminated not later than 16 September 2013. It is critical that appropriate actions are taken to cease expenditures not consistent with lawful authority.

2. Accordingly, all divisions and districts shall adhere to the following guidance:

a. No new agreements or leases will be signed with any cooperating associations for cooperative joint management of recreation sites, and no existing cooperative joint management agreements and leases will be renewed until further guidance is issued.

b. Districts should not approve any cooperating association's proposed spending plan, nor allow the cooperating association to execute/implement approved spending plans involving any construction of any facilities, rehabilitation of any capital improvements, acquisition of any major equipment (e.g., purchasing vehicles), or other such expenditures.

c. Districts must advise cooperating associations that they should not enter into any new contracts for any expenditure for equipment, infrastructure, marketing, etc. using funds collected as user fees.

d. If recreation sites under terminated agreements and leases are to remain open for the remainder of the recreation season, USACE must either fund necessary activities using existing Civil Works funds and employees or volunteers, or the Cooperating Associations must be able to pay such costs using funds that were not derived from collections of receipts for use of facilities that were constructed with taxpayer funds. Accordingly, districts shall immediately advise the Chief, Operations Division, Directorate of Civil Works, HQUSACE of your ability either to

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make available USACE employees or volunteers to perform the minimal operation and maintenance activities needed to protect public health and safety and to perform other essential activities (e.g., gate attendants), or to put in place immediately USACE contracts to perform these activities for the rest of the fiscal year. If districts can perform these functions for the remainder of the fiscal year but can only do so if additional Civil Works funds are provided, report immediately the amount of funds required to the Chief, Operations Division. HQUSACE will promptly advise districts whether such funds will be provided. Otherwise, please provide to the Chief, Operations Division no later than close of business 12 September 2013, any plans to close recreation sites and the immediate impacts to campers currently on-site and those with existing reservations. Also advise of your plans to operate affected recreation sites in FY14 and what, if any, closures would be required. Please advise the Chief, Operations Division of any such plans no later than 20 September 2013.

e. HQUSACE has notified the National Recreation Reservation Service that all user fees generated from 25 August 2013 forward shall be redirected to the U.S. Treasury.

3. Implementation of this guidance will require coordination between Operations, Real Estate, and Offices of Counsel at Headquarters, divisions, and districts.

4. If you have any questions or concerns, the primary point of contact is Ms. Mary Coulombe, Chief of Natural Resources Management, at (202) 761-1228.



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