

PO Box 456, Danville, PA 17821 | (570) 336-2060 | RStoudt@MontourRec.com

# 7:00pm April 26, 2021 Regular Meeting Agenda

This meeting will be conducted through the Zoom platform; no in-person meeting will be held. In order to prevent malicious conduct online, meeting attendees must register in advance for this meeting by contacting Bob Stoudt, MARC Director, at RStoudt@MontourRec.com or (570) 336-2060.

#### Call to Order

#### **Public Comment**

#### **Officer Reports**

- Chairman's Report (Tyler Dombroski)
- Treasurer's Report (Dr. John Bulger) (pages 2 15)
  - o McKonly & Asbury Audit Report (Aaron Stagliano, CPA) (pages 16 30)
- Secretary's Report (Chris Johns)

#### **Partner Reports**

- Washingtonville Borough
- Danville Borough
- Riverside Borough
- Montour County
- Danville Area School District
- Mahoning Township

Assistant Director / Naturalist's Report (Jon Beam) (page 31)

Senior Maintenance Technician's Report (Denny Piatt) (page 31)

Director's Report (Bob Stoudt) (pages 32 - 42)

Montour Solar One Donation

#### **Old Business**

#### **New Business**

- Stoudt Expense Report Approval (pages 43 –48)
- Seasonal Maintenance Technician Position Advertising (pages 54 55)
- Summer Internship Position (pages 56 59)
- Montour Preserve Watercraft Concessionaire Agreement (pages 60 67)

#### **Other Items**

#### Adjournment

next meeting: 7:00pm Monday, May 24, 2021

ANA MONTOUR AREA RE	ARC TO GENERATION COMMISSION	P		MARC 2021 Check	king Account (ID 40) R	egister				
Number or Code	Transaction Date	Date Sent to Accounting	Recorded on Bank Statement	Description of Transaction	Credited / Debited to Subaccount for Internal Budgeting	Statement of Revenues & Expenses Line Item	Grant to Credit or Debit (if applicable)	Debit (-)	Credit (+)	Account Balance
6596	3/22/2021	4/5/2021	3/1 - 3/31/21	Montour County Zoning Office (Montour Preserve concessionaire application)	Montour Preserve (maintenance / misc)		Montour County Hotel Tax	450.00		71,749.46
6597	3/22/2021	4/5/2021	3/1 - 3/31/21	Verizon	Montour Preserve (telephone)		Montour County Hotel Tax	111.48		71,637.98
6598	3/22/2021	4/5/2021		Dennis Piatt (payroll 2/28 - 3/13)	payroll - Piatt		Montour County Hotel Tax	312.72		71,325.26
6599	3/22/2021	4/5/2021		Jon Beam (payroll 2/28 - 3/13)	payroll - Beam		Montour County Hotel Tax	271.44		71,053.82
6600	3/22/2021	4/5/2021	3/1 - 3/31/21	Robert Stoudt (payroll 2/28 - 3/13)	payroll - Stoudt		Montour County Hotel Tax	2,921.67		68,132.15
6601	3/22/2021	4/5/2021		Dennis Piatt (Millville Hardware expense reimbursement - air filters and adhesives)	Montour Preserve (maintenance / misc)		Montour County Hotel Tax	11.32		68,120.83
6602	3/22/2021	4/5/2021	3/1 - 3/31/21	Columbia Montour Chamber of Commerce (annual dues)	dues and subscriptions			275.00		67,845.83
auto pay	3/23/2021	4/5/2021	3/1 - 3/31/21	Zoom	dues and subscriptions		Montour County Hotel Tax	15.89		67,829.94
debit card	3/23/2021	4/5/2021	3/1 - 3/31/21	Cole's Hardware (sign posts, nuts, bolts, hand sanitizer, batteries)	Hess Recreation Area (maintenance)		Montour County Hotel Tax	145.27		67,684.67
6603	3/25/2021	4/5/2021		PPL Electric Utilities	Montour Preserve (electricity)		Montour County Hotel Tax	32.45		67,652.22
6604	3/25/2021	4/5/2021		PPL Electric Utilities	Montour Preserve (electricity)		Montour County Hotel Tax	41.56		67,610.66
6605	3/25/2021	4/5/2021		PPL Electric Utilities	Montour Preserve (electricity)		Montour County Hotel Tax	833.30		66,777.36
6606	3/25/2021	4/5/2021		PPL Electric Utilities	Montour Preserve (electricity)		Montour County Hotel Tax	549.19		66,228.17
6607	3/25/2021	4/5/2021		Menco Mechanical (Montour Preserve HVAC system repair)	Montour Preserve (HVAC maintenance)		Montour County Hotel Tax	1,056.43		65,171.74
6608	3/25/2021	4/5/2021		Menco Mechanical (Montour Preserve HVAC system repair)	Montour Preserve (HVAC maintenance)		Montour County Hotel Tax	495.70		64,676.04
deposit	3/25/2021	4/5/2021	3/1 - 3/31/21	deposit	\$275 Montour Preserve pavilion reservations; \$25 Hess Recreation Area user fees				300.00	64,976.04
auto pay	3/26/2021	4/5/2021	3/1 - 3/31/21	MailChimp (monthly email service)	\$11.12 Montour Preserve (email); \$11.13 administration / miscellaneous		Montour County Hotel Tax	22.25		64,953.79
debit card	3/29/2021	4/5/2021	3/1 - 3/31/21	Cole's Hardware (light bulbs and sensor switch for Hess Rec. Area men's room)	Hess Recreation Area (maintenance)		Montour County Hotel Tax	43.43		64,910.36
6609	3/29/2021	4/5/2021		Digital Ensigns (trail signage for Hopewell Park trails)	Hopewell Park (maintenance / misc)		Montour County Hotel Tax	1,303.80		63,606.56
6610	3/29/2021	4/5/2021		PPL Electric Utilities	Hess Recreation Area (electricity)		Montour County Hotel Tax	44.46		63,562.10
6611	3/29/2021	4/5/2021		Elijah Evans Excavating (Hess parking lot repairs)	Hess Recreation Area (parking lot)		Montour County Hotel Tax	2,200.00		61,362.10
6612	3/29/2021	4/5/2021		Dennis Piatt (payroll 3/14 - 3/27)	payroll - Piatt		Montour County Hotel Tax	466.98		60,895.12
6613	3/29/2021	4/5/2021		Jon Beam (payroll 3/14 - 3/27)	payroll - Beam		Montour County Hotel Tax	281.50		60,613.62
6614	3/29/2021	4/5/2021		Lesley Yeich (payroll 3/14 - 3/27)	payroll - Yeich		Montour County Hotel Tax	362.53		60,251.09
6615	3/29/2021	4/5/2021	3/1 - 3/31/21	Robert Stoudt (payroll 3/14 - 3/27)	payroll - Stoudt		Montour County Hotel Tax	3,308.89		56,942.20
deposit	3/30/2021	4/5/2021	3/1 - 3/31/21	deposit	\$749.28 Montour County Hotel Tax grant; \$1,000 Hopewell Park Pump Track project donation; \$330 Montour Preserve pavilion reservations; \$35 Montour Preserve donations; \$250 Snowdog acquisition donation; \$300 Hess Recreation Area users' fee; \$250 Hess Recreation Area security deposit		\$749.28 Montour County Hotel Tax		2,914.28	59,856.48
interest	3/31/2021	4/5/2021	3/1 - 3/31/21	dividend interest earned 3/1 - 3/31/21	interest				5.27	59,861.75
transfer	3/31/2021	4/5/2021		transfer of Montour County Hotel Tax funds from savings account to reimburse grant-eligible expenses incurred 2/28/21 - 3/30/21			Montour County Hotel Tax		20,216.68	80,078.43
transfer	3/31/2021	4/5/2021		transfer to savings account of Q4 2020 supplemental Montour County Hotel Tax funds deposited to checking account on 3/30			Montour County Hotel Tax	749.28		79,329.15

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A MA	RC CREATION COMMISSION	•		MARC 2021 Check	king Account (ID 40) Re	egister				
Number or Code	Transaction Date	Date Sent to Accounting	Recorded on Bank Statement	Description of Transaction	Credited / Debited to Subaccount for Internal Budgeting	Statement of Revenues & Expenses Line Item	Grant to Credit or Debit (if applicable)	Debit (-)	Credit (+)	Account Balance
debit card	4/2/2021			Amazon.com (toilet paper)	Montour Preserve (maintenance / misc)	park & trail maintenance	Montour County Hotel Tax	55.19		79,273.96
debit card	4/2/2021			Amazon.com (paper towels, water filters, air freshener refills)	Montour Preserve (maintenance / misc)	park & trail maintenance	Montour County Hotel Tax	269.69		79,004.27
debit card	4/6/2021			Amazon.com (printer toner cartridges)	special projects and events		Montour County Hotel Tax	248.04		78,756.23
debit card	4/8/2021			Turbotville Great Value (diesel fuel)	Montour Preserve (maintenance / misc)	park & trail maintenance	Montour County Hotel Tax	50.60		78,705.63
auto pay	4/10/2021			Johnson Controls (Montour Preserve security system quarterly monitoring fee)	Montour Preserve (security system)	park & trail maintenance	Montour County Hotel Tax	223.96		78,481.67
debit card	4/11/2021			Cole's Hardware (trash grabbers)	park maintenance tools & supplies	park & trail maintenance	Montour County Hotel Tax	105.95		78,375.72
debit card	4/11/2021			Vinyl Disorder (Hopewell Park Pump Track project supporter stickers)	fundraising expenses		Montour County Hotel Tax	122.40		78,253.32
debit card	4/13/2021			DCNR Bureaur of Forestry Conservation Explorer (PNDI search for Hopewell Park Pump Track project)	Hopewell Park (planning & design)	park & trail maintenance	Montour County Hotel Tax	40.00		78,213.32
6616	4/15/2021			Brian Sokol Trucking (five loads 2A stone, two loads #4 stone for Montour Preserve)	Montour Preserve (maintenance / misc)	park & trail maintenance	Montour County Hotel Tax	3,002.30		75,211.02
6617	4/15/2021			Ted Heaps Container Service	\$125 Montour Preserve (trash); \$65 Hess Recreation Area (trash)	park & trail maintenance	Montour County Hotel Tax	190.00		75,021.02
6618	4/15/2021			Candy Fisher (Montour Preserve cleaning 1/1 - 3/30)	Montour Preserve (cleaning)	park & trail maintenance	Montour County Hotel Tax	1,120.00		73,901.02
6619	4/15/2021			MePush (website hosting)	\$52.47 Montour Preserve (website); \$52.47 admin/misc	park & trail maintenance	Montour County Hotel Tax	104.94		73,796.08
6620	4/15/2021			Dennis Piatt (payroll 3/28 - 4/10)	payroll - Piatt	wages	Montour County Hotel Tax	466.98		73,329.10
6621	4/15/2021			Jon Beam (payroll 3/28 - 4/10)	payroll - Beam	wages	Montour County Hotel Tax	351.91		72,977.19
6622	4/15/2021			Lesley Yeich (payroll 3/28 - 4/10)	payroll - Yeich	wages	Montour County Hotel Tax	417.71		72,559.48
6623	4/15/2021			Robert Stoudt (payroll 3/28 - 4/10)	payroll - Stoudt	wages	Montour County Hotel Tax	2,383.11		70,176.37
auto pay	4/15/2021			US Treasury (March payroll taxes)	payroll taxes	wages	Montour County Hotel Tax	3,381.94		66,794.43
auto pay	4/15/2021			PA Dept. of Revenue (March payroll taxes)	payroll taxes	wages	Montour County Hotel Tax	423.57		66,370.86
debit card	4/16/2021			Staples (binders, envelopes, divider tabs, laminating pouches)	office expenses	office expenses	Montour County Hotel Tax	179.32		66,191.54
debit card	4/16/2021			ABL Graphics (printing and laminating of Hopewell Park hunting season closure signs)	Hopewell Park	park & trail maintenance	Montour County Hotel Tax	39.96		66,151.58
credit	4/19/2021			BMI (music licensing annual fee) NOTE: REFUND of incorrectly processed double billing	dues and subscriptions	dues & subscriptions			368.00	66,519.58
6624	4/19/2021			Verizon	Montour Preserve (telephone)	park & trail maintenance	Montour County Hotel Tax	112.38		66,407.20
debit card	4/19/2021			Cole's Hardware (trash grabbers, trash bags, adhesives)	park maintenance tools & supplies	park & trail maintenance	Montour County Hotel Tax	178.99		66,228.21
deposit	4/19/2021			deposit	\$22.50 Hess Recreation Area users' fees; \$1,212.50 Montour Preserve pavilion reservations; \$125 Montour Preserve donations; \$525.84 other income (Hess Recreation Area vandalism criminal restitution)				1,885.84	68,114.05
debit card	4/22/2021			Clark's Ag Center (buckets, trash bags, paint brushes, caulk gun, mop heads, tarps, rake, gloves, bolts, fasteners, drill bits)	Montour Preserve (maintenance / misc)	park & trail maintenance	Montour County Hotel Tax	272.05		67,842.00
debit card	4/22/2021			Cole's Hardware (bleach, chain, concrete, buckets, bird feeder, trash grabbers)	\$105.95 park maintenance tools & supplies; \$209.77 Montour Preserve (maintenance / misc)	park & trail maintenance	Montour County Hotel Tax	315.72		67,526.28
debit card	4/22/2021			WalMart (pens, clipboards, hand sanitizer)	park maintenance tools & supplies	park & trail maintenance	Montour County Hotel Tax	30.36		67,495.92
auto pay	4/23/2021			Zoom	dues and subscriptions	dues & subscriptions	Montour County Hotel Tax	15.89		67,480.03
transfer	4/24/2021			transfer from savings account to reimburse (partial) Montour County Hotel Tax eligible expenses 4/1 - 4/24			Montour County Hotel Tax		10,721.02	78,201.05



#### **△MARC** MARC 2021 Savings Account (ID 01) Register Debit (-) **Description of Transaction** Credit (+) Statement 33,547.70 2021 beginning balance transfer to checking account to reimburse Montour County Hotel Tax eligible expenses incurred 1/1 transfer 1/22/21 2/4/21 1/1 - 1/31/21 12,789.52 20,758.18 transfer to checking account to reimburse Montour County Hotel Tax eligible expenses incurred 1/23 transfer 1/29/21 2/4/21 1/1 - 1/31/21 1,357.14 19,401.04 1/29/21 transfer to checking account to reimburse Montour County Hotel Tax eligible expenses incurred 2/1 -2/1 - 2/28/21 transfer 2/10/21 3/5/21 4,013.73 15,387.31 2/10/21 36,400.74 2/12/21 3/5/21 2/1 - 2/28/21 21,013.43 deposit deposit of Q4 2020 Montour County Hotel Tax grant transfer to checking account to reimburse Montour County Hotel Tax eligible expenses incurred 2/13 -2/27/21 3/5/21 2/1 - 2/28/21 6,195.23 30,205.51 transfer transfer to checking account to reimburse Montour County Hotel Tax eligible expenses incurred 2/28 -3/31/21 4/5/21 20,216.68 9,988.83 transfer 3/31/21 4/5/21 749.28 10,738.11 transfer transfer of Q4 2020 supplemental Montour County Hotel Tax funds deposited to checking account on 3/30 3/31/21 4/5/21 3/1 - 3/31/21 7.28 10,745.39 interest dividend interest earned 1/1 - 3/31/21 transfer to checking account to reimburse (partial) Montour County Hotel Tax eligible expenses incurred 4/24/21 10,721.02 24.37



MONTOUR AREA RECREATION COMMISSION	OMMISSIC	NC																		
4/24/21 INTERNAL TRANSFER OF HOTEL TAX FUNDS	TEL TAX F	UNDS				!				ACCO	ACCOUNTING LINE ITEM DETAIL	VE ITEM D	TAIL							
EXPENSE LINE ITEM	CHECK#	DATE	AMOUNT	ADMIN /	COLUMBIA COUNTY PROJECTS	DUES & FU SUBSCRIPTIONS E	-UNDRAISING RECR	HESS HOPEWELL RECREATION PARK	rell MONTOUR	MOUNTAIN BIKING SPECIAL PROJECTS	NORTH BRANCH CANALTRAIL	BICYCLE ROUTES MAPPING & PROMOTION	BIKE / PEDESTRIAN SAFETY	OFFICE SPECIAL EXPENSES PROJECTS & EVENTS		PARK MAINTENANCE TOOLS & SUPPLIES	TOURISM PROMOTION SPECIAL PROJECTS	WELLNESS SPECIAL PROJECTS	WASHINGTONVILLE REVITALIZATION	LINETTEM
Amazon.com (toilet paper)	debit card	4/2/2021	55.19						55.19				L							55.19
Amazon.com (paper towels, water filters, air freshener refills)	debit card	4/2/2021	269.69						269.69											269.69
Amazon.com (printer toner cartridges)	debit card	4/6/2021	248.04												248.04					248.04
Turbotville Great Value (diesel fuel)	debit card	4/8/2021	20.60						90.60											50.60
Johnson Controls (Montour Preserve security system quarterly monitoring fee)	auto pay	4/10/2021	223.96						223.96											223.96
Cole's Hardware (trash grabbers)	debit card	4/11/2021	105.95													105.95				105.95
VInyl Disorder (Hopewell Park Pump Track project supporter stickers)	debit card		122.40				122.40													122.40
DCNR Bureaur of Forestry Conservation Explorer (PNDI search for Hopewell Park Pump Track project)	debit card	4/13/2021	40.00					40.	40.00											40.00
Brian Sokol Trucking (five loads 2A stone, two loads #4 stone for Montour Preserve)	6616	4/15/2021	3,002.30						3,002.30											3,002.30
Ted Heaps Container Service	6617	4/15/2021	190.00		F			65.00	125.00											190.00
Candy Fisher (Montour Preserve cleaning 1/1 - 3/30)	6618	4/15/2021	1,120.00						1,120.00											1,120.00
MePush (website hosting)	6619	4/15/2021	104.94	52.47					52.47											104.94
Dennis Piatt (payroll 3/28 - 4/10)	6620	4/15/2021	466.98						430.35						36.63					466.98
Jon Beam (payroll 3/28 - 4/10)	6621	4/15/2021	351.91						312.81						39.10					351.91
Lesley Yeich (payroll 3/28 - 4/10)	6622	4/15/2021	417.71						386.19						31.52					417.71
Robert Stoudt (payroll 3/28 - 4/10)	6623	4/15/2021	2,383.11	611.05	48.01					1	8.73		21.82		528.13		213.87		4.36	2,383.11
PA Dept. of Revenue (March payroll taxes)	auto pay	4/15/2021	423.57	138.15	99.0			12.60 60.	60.04 152.75	5 25.71	1.49	0.33	4.98		4.64		18.24		3.98	423.57
Staples (binders, envelopes, divider tabs, laminating pouches)	debit card	4/16/2021	179.32											179.32						179.32
ABL Graphics (printing and laminating of Hopewell Park hunting season closure signs)	debit card	4/16/2021	39.96					39.	39.96											39.96
Verizon	6624	4/19/2021	112.38						112.38	1										112.38
Cole's Hardware (trash grabbers, trash bags, adhesives)	debit card	4/19/2021	178.99													178.99				178.99
Clark's Ag Center (buckets, trash bags, paint brushes, caulk gun, mop heads, tarps, rake, gloves, bolts, fasteners, drill bits)	debit card	4/22/2021	272.05						272.05											272.05
Cole's Hardware (bleach, chain, concrete, buckets, bird feeder, trash grabbers)	debit card	4/22/2021	315.72						209.77							105.95				315.72
WalMart (pens, clipboards, hand sanitizer)	debit card	4/22/2021	30.36													30.36				30.36
Zoom	auto pay	4/23/2021	15.89			15.89														15.89
TOTAL			10,721.02	801.67	48.67	15.89	122.40	164.89 170.55	.55 7,469.50	161.02	10.22	0.33	26.80	179.32	90'888	421.25	232.11		8.34	10,721.02
I do hereby attest this is an accurate accounting of Montour County Hotel Tax eligible expenses incurred by the Montour Area Recreation Commission during the nevind of 41/3031 4/24/3031 and that these expenses	Hotel Tax elig	ible expenses in	curred by the	NOTE: Pay	roll accountin	g has been calcu	lated by dividin	g the number of	hours worked	per category b for bi	ory by the total number of hours works for breakdown of payroll tax amounts.	ber of hours v	orked, then	nultiplying th	e resultant va	lue by the amo	NOTE: Payroll accounting has been calculated by dividing the number of hours worked per category by the total number of hours worked, then multiplying the resultant value by the amount paid. See attached sheet 2023,0424 calcs	ached sheet	20210424 calcs'	
have not been reimbursed through any other grant programs.	r grant progr	ams.																		
Met 200																				
Robert T. Stoudt, MARC Director Date																				





CORPORATE OFFICE 1985 MONTOUR BLVD. P.O. BOX 159 DANVILLE, PA 17821-0159

#### ADDRESS SERVICE REQUESTED

MONTOUR AREA RECREATION COMMISSION PO BOX 456 DANVILLE PA 17821

# member notice

Please review the Membership and Account Agreement and/or Business Membership and Account Agreement and Electronic Funds Transfer Act Disclosure included with your statement. These disclosures are effective May 15, 2021 and replace your current disclosures. If you have any questions about these disclosures, please contact us.

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**Statement Period:** 03/01/2021-03/31/2021 Page 1 of 2

## **Summary of Accounts:**

	Ending	YTD	
Savings	Balance	Dividend	Member Number: 584727
01 - REGULAR SAVINGS	30,212.79	7.28	
40 - CHECKING	68,125.13	8.70	
Total	98,337.92	15.98	

Authorized Signer(s): JOHN B BULGER DO, TYLER DOMBROSKI, CHRISTOPHER JOHNS, ROBERT T STOUDT

#### **ID 01 REGULAR SAVINGS**

Trans Mar 1	Eff Date	Transaction Balance Forward	Deposit Withdrawal	Balance 30,205,51
Mar 31		Deposit Dividend Dividend Post	7.28	30,212.79
		Annual Percentage Yield Earned 0.100% from 01/01/2021 through 03/31/202 On Average Daily Balance of 29.513.21	1	
Mar 31		Ending Balance		30,212.79
		Total Deposits 7,28		

#### **ID 40 CHECKING**

Trans	Eff Date	Transaction	Deposit	Withdrawal	Balance
Mar 1		Balance Forward			51,849.85
Mar 1		Draft 6580		-364.46	51,485.39
Mar 1		Draft 6553		-368.00	51,117.39
Mar 2		Draft 6581		-150.78	50,966.61
Mar 5		Deposit	3,078.82		54,045.43
Mar 8		Draft 6591		-2,404.71	51,640.72
Mar 9		Draft 6592		-45.26	51,595.46
Mar 9		Draft 6594		-92.00	51,503.46
Mar 10		Withdrawal POS #179959		-228.00	51,275.46
		SQ *KLEIN ARTWORKS SQUARE PURCHASE DANVILLE PA			
Mar 10		Draft 6583		-27.51	51,247.95
Mar 10		Draft 6588		-36.65	51,211.30
Mar 10		Draft 6587		-44.07	51,167.23
Mar 10		Draft 6595		-104.94	51,062.29
Mar 10		Draft 6585		-720.40	50,341.89
Mar 10		Draft 6586		-1,041.33	49,300.56
Mar 11		Draft 6584		-41.59	49,258.97
Mar 11		Draft 6593		-190.00	49,068.97
Mar 12		Draft 6590		-191.01	48,877.96
Mar 12		Draft 6589		-287.82	48,590.14
Mar 15		Withdrawal ACH COMMWLTHOFPA INT		-171.42	48,418.72
		TYPE: PAEMPLOYTX ID: 1236003133 CO: COMMWLTHOFPA INT			
Mar 15		Withdrawal ACH IRS		-1,219.26	47,199.46
		TYPE: USATAXPYMT ID: 3387702000 CO: IRS			

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Member Number: **Statement Period:** 584727 03/01/2021-03/31/2021



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#### ID 40 CHECKING - Continued

Trans Mar 15	Eff Date	Transaction Deposit ACH GEISINGER PAY GR	Deposit 25,000.00	Withdrawal	<b>Balance</b> 72,199.46
Mar 24		TYPE: AP PAYMENT ID: 1232164794 CO: GEISINGER PAY GR Withdrawal Debit Card 3/23 PP*COLESHARDWADANVILLE DANVILLE PA		-145.27	72,054.19
Mar 23	Mar 24	Recurring Withdrawal Bill Payment #414824 ZOOM.US 888-799-9666 WWW.ZOOM.US CA		-15.89	72,038.30
Mar 25 Mar 25		Deposit by Check Certified Draft 0000006600 for \$2,921.67	300.00		72,338.30
Mar 25 Mar 26 Mar 28		Draft 6596 Draft 6600 Withdrawal Debit Card		-450.00 -2,921.67 -22.25	71,888.30 68,966.63 68,944.38
Mar 30		3/26 MAILCHIMP *MONTHLY MAILCHIMP.COM GA  Draft 6597		-111.48	68,832.90
Mar 30		Processed Check - VERIZON FINANCIA TYPE: PAYMENTS ID: 7204 Withdrawal Debit Card 3/29 PP*COLESHARDWADANVILLE DANVILLE PA	4096069	-43.43	68,789.47
Mar 30 Mar 30 Mar 31		Certified Draft 0000006615 for \$3,308.89 Deposit by Check Draft 6602	2,914.28	-275.00	71,703.75 71,428.75
Mar 31 Mar 31		Draft 6615 Deposit Dividend Dividend Post Annual Percentage Yield Earned 0.100% from 03/01/2021 through 03.	5.27 /31/2021	-3,308.89	68,119.86 68,125.13
Mar 31		Ending Balance Total Deposits 31,298.37 Total Withdrawals 15,023.09			68,125.13

#### Drafts for 40 - CHECKING

Date	Dr	aft Number	Amount	Date	Dra	aft Number	Amount	Date	Dra	aft Number	Amount
Mar 1		6553	368.00	Mar 10		6587	44.07	Mar 9		6594	92.00
Mar 1		6580*	364.46	Mar 10		6588	36.65	Mar 10		6595	104.94
Mar 2		6581	150.78	Mar 12		6589	287.82	Mar 25		6596	450.00
Mar 10		6583*	27.51	Mar 12		6590	191.01	Mar 30		6597	111.48
Mar 11		6584	41.59	Mar 8		6591	2,404.71	Mar 26		6600*	2,921.67
Mar 10		6585	720.40	Mar 9		6592	45.26	Mar 31		6602*	275.00
Mar 10		6586	1,041.33	Mar 11		6593	190.00	Mar 31		6615*	3,308.89

<sup>\*</sup> denotes skipped sequence

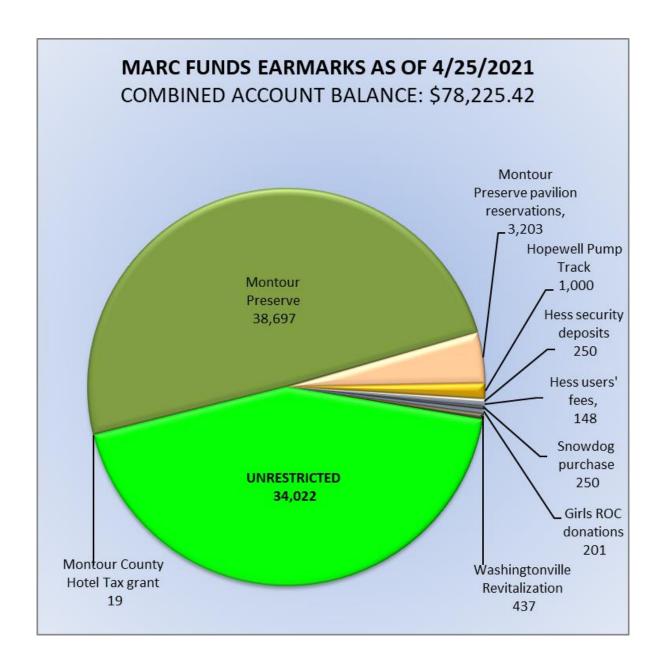
	Total for	Total
	This Period	Year-to-Date
Returned Item Fees	0.00	0.00
Overdraft Fees	0.00	0.00

Refinance or consolidate your loans to take advantage of our great rates today at www.service1.org



	ıv	MARC Account Reconciliation - Service 1st Accounts UPDATED 3/31/2021		
		ending balance from 3/31/2021 bank statement	\$	98,337.92
		deposits not yet posted (detailed below)	\$	-
		subtotal	\$	98,337.92
		withdrawals not yet cleared (detailed below)	\$	8,263.38
		calculated balance (should agree with actual combined balance)	\$	90,074.54
		balance (savings account ID01)	\$	10,745.39
		balance (checking account ID40)		79,329.15
		actual combined balance	-	90,074.54
		difference	_	-
		difference	Υ	
		DEPOSITS NOT YET POSTED		
TRANSACTION	CHECK #	DESCRIPTION OF TRANSACTION		AMOUNT
DATE				
		TOTAL	4	
		TOTAL	<b>&gt;</b>	-
		TOTAL	<b>&gt;</b>	-
		WITHDRAWALS NOT YET CLEARED	\$	
TRANSACTION DATE	CHECK#		\$	AMOUNT
	<b>CHECK #</b> 6598	WITHDRAWALS NOT YET CLEARED	\$	
DATE		WITHDRAWALS NOT YET CLEARED  DESCRIPTION OF TRANSACTION	7	312.7
<b>DATE</b> 3/22/2021	6598	WITHDRAWALS NOT YET CLEARED  DESCRIPTION OF TRANSACTION  Dennis Piatt (payroll 2/28 - 3/13)  Jon Beam (payroll 2/28 - 3/13)  Dennis Piatt (Millville Hardware expense reimbursement - air filters and	7	312.7 271.4
DATE 3/22/2021 3/22/2021	6598 6599	WITHDRAWALS NOT YET CLEARED  DESCRIPTION OF TRANSACTION  Dennis Piatt (payroll 2/28 - 3/13)  Jon Beam (payroll 2/28 - 3/13)	7	312.7 271.4 11.3
3/22/2021 3/22/2021 3/22/2021	6598 6599 6601	WITHDRAWALS NOT YET CLEARED  DESCRIPTION OF TRANSACTION  Dennis Piatt (payroll 2/28 - 3/13)  Jon Beam (payroll 2/28 - 3/13)  Dennis Piatt (Millville Hardware expense reimbursement - air filters and adhesives)	>	312.7 271.4 11.3 32.4
3/22/2021 3/22/2021 3/22/2021 3/25/2021	6598 6599 6601 6603	WITHDRAWALS NOT YET CLEARED  DESCRIPTION OF TRANSACTION  Dennis Piatt (payroll 2/28 - 3/13)  Jon Beam (payroll 2/28 - 3/13)  Dennis Piatt (Millville Hardware expense reimbursement - air filters and adhesives)  PPL Electric Utilities	>	312.7 271.4 11.3 32.4 41.5
DATE  3/22/2021  3/22/2021  3/22/2021  3/25/2021  3/25/2021	6598 6599 6601 6603 6604	WITHDRAWALS NOT YET CLEARED  DESCRIPTION OF TRANSACTION  Dennis Piatt (payroll 2/28 - 3/13)  Jon Beam (payroll 2/28 - 3/13)  Dennis Piatt (Millville Hardware expense reimbursement - air filters and adhesives)  PPL Electric Utilities  PPL Electric Utilities	>	312.7 271.4 11.3 32.4 41.5
3/22/2021 3/22/2021 3/22/2021 3/25/2021 3/25/2021 3/25/2021	6598 6599 6601 6603 6604 6605	WITHDRAWALS NOT YET CLEARED  DESCRIPTION OF TRANSACTION  Dennis Piatt (payroll 2/28 - 3/13)  Jon Beam (payroll 2/28 - 3/13)  Dennis Piatt (Millville Hardware expense reimbursement - air filters and adhesives)  PPL Electric Utilities  PPL Electric Utilities  PPL Electric Utilities	•	312.7 271.4 11.3 32.4 41.5 833.3 549.1
3/22/2021 3/22/2021 3/22/2021 3/25/2021 3/25/2021 3/25/2021 3/25/2021	6598 6599 6601 6603 6604 6605 6606	WITHDRAWALS NOT YET CLEARED  DESCRIPTION OF TRANSACTION  Dennis Piatt (payroll 2/28 - 3/13)  Jon Beam (payroll 2/28 - 3/13)  Dennis Piatt (Millville Hardware expense reimbursement - air filters and adhesives)  PPL Electric Utilities  PPL Electric Utilities  PPL Electric Utilities  PPL Electric Utilities		312.7 271.4 11.3 32.4 41.5 833.3 549.1 1,056.4
DATE  3/22/2021  3/22/2021  3/25/2021  3/25/2021  3/25/2021  3/25/2021  3/25/2021	6598 6599 6601 6603 6604 6605 6606	DESCRIPTION OF TRANSACTION  Dennis Piatt (payroll 2/28 - 3/13)  Jon Beam (payroll 2/28 - 3/13)  Dennis Piatt (Millville Hardware expense reimbursement - air filters and adhesives)  PPL Electric Utilities  PPL Electric Utilities  PPL Electric Utilities  PPL Electric Utilities  Menco Mechanical (Montour Preserve HVAC system repair)		312.7 271.4 11.3 32.4 41.5 833.3 549.1 1,056.4 495.7
3/22/2021 3/22/2021 3/22/2021 3/25/2021 3/25/2021 3/25/2021 3/25/2021 3/25/2021 3/25/2021	6598 6599 6601 6603 6604 6605 6606 6607 6608	WITHDRAWALS NOT YET CLEARED  DESCRIPTION OF TRANSACTION  Dennis Piatt (payroll 2/28 - 3/13)  Jon Beam (payroll 2/28 - 3/13)  Dennis Piatt (Millville Hardware expense reimbursement - air filters and adhesives)  PPL Electric Utilities  PPL Electric Utilities  PPL Electric Utilities  PPL Electric Utilities  Menco Mechanical (Montour Preserve HVAC system repair)  Menco Mechanical (Montour Preserve HVAC system repair)		AMOUNT  312.7  271.4  11.3  32.4  41.5  833.3  549.1  1,056.4  495.7  1,303.8
DATE  3/22/2021  3/22/2021  3/25/2021  3/25/2021  3/25/2021  3/25/2021  3/25/2021  3/25/2021  3/25/2021  3/25/2021  3/25/2021	6598 6599 6601 6603 6604 6605 6606 6607 6608	WITHDRAWALS NOT YET CLEARED  DESCRIPTION OF TRANSACTION  Dennis Piatt (payroll 2/28 - 3/13)  Jon Beam (payroll 2/28 - 3/13)  Dennis Piatt (Millville Hardware expense reimbursement - air filters and adhesives)  PPL Electric Utilities  PPL Electric Utilities  PPL Electric Utilities  PPL Electric Utilities  Menco Mechanical (Montour Preserve HVAC system repair)  Menco Mechanical (Montour Preserve HVAC system repair)  Digital Ensigns (trail signage for Hopewell Park trails)		312.7 271.4 11.3 32.4 41.5 833.3 549.1 1,056.4 495.7 1,303.8
3/22/2021 3/22/2021 3/22/2021 3/25/2021 3/25/2021 3/25/2021 3/25/2021 3/25/2021 3/25/2021 3/25/2021 3/25/2021 3/29/2021 3/29/2021	6598 6599 6601 6603 6604 6605 6606 6607 6608 6609	WITHDRAWALS NOT YET CLEARED  DESCRIPTION OF TRANSACTION  Dennis Piatt (payroll 2/28 - 3/13)  Jon Beam (payroll 2/28 - 3/13)  Dennis Piatt (Millville Hardware expense reimbursement - air filters and adhesives)  PPL Electric Utilities  PPL Electric Utilities  PPL Electric Utilities  PPL Electric Utilities  Menco Mechanical (Montour Preserve HVAC system repair)  Menco Mechanical (Montour Preserve HVAC system repair)  Digital Ensigns (trail signage for Hopewell Park trails)  PPL Electric Utilities		312.7 271.4 11.3 32.4 41.5 833.3 549.1 1,056.4 495.7 1,303.8
3/22/2021 3/22/2021 3/22/2021 3/25/2021 3/25/2021 3/25/2021 3/25/2021 3/25/2021 3/25/2021 3/25/2021 3/29/2021 3/29/2021 3/29/2021	6598 6599 6601 6603 6604 6605 6606 6607 6608 6609 6610	DESCRIPTION OF TRANSACTION  Dennis Piatt (payroll 2/28 - 3/13)  Jon Beam (payroll 2/28 - 3/13)  Dennis Piatt (Millville Hardware expense reimbursement - air filters and adhesives)  PPL Electric Utilities  PPL Electric Utilities  PPL Electric Utilities  PPL Electric Utilities  Menco Mechanical (Montour Preserve HVAC system repair)  Menco Mechanical (Montour Preserve HVAC system repair)  Digital Ensigns (trail signage for Hopewell Park trails)  PPL Electric Utilities  Elijah Evans Excavating (Hess parking lot repairs)		312.7 271.4 11.3 32.4 41.5 833.3 549.1 1,056.4 495.7 1,303.8 44.4 2,200.0



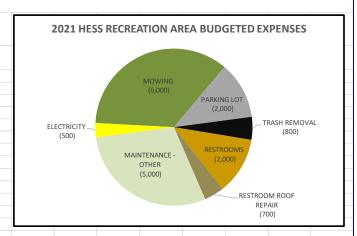




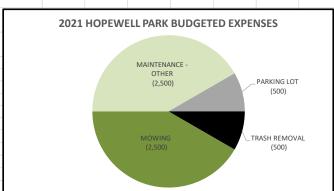
#### MONTOUR AREA RECREATION COMMISSION MANAGED SITES 2021 BUDGETS

BUDGET ADOPTED 11/23/2020; YEAR-TO-DATE INFORMATION UPDATED 4/25/21

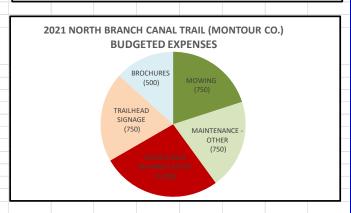
HESS RECREATION	AREA 2021 BUD	GET
EXPENSE	YEAR-TO-DATE ACTUAL	BUDGET
MOWING	-	(6,000)
PARKING LOT	(2,200.00)	(2,000)
TRASH REMOVAL	(260.00)	(800)
RESTROOMS	(309.53)	(2,000)
RESTROOM ROOF REPAIR	-	(700)
MAINTENANCE - OTHER	(4,354.58)	(5,000)
ELECTRICITY	(184.84)	(500)
TOTAL	(7,308.95)	(17,000)



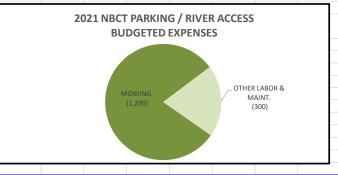
HOPEWELL PAR	RK 2021 BUDGET	•
EXPENSE	YEAR-TO-DATE ACTUAL	BUDGET
MOWING	-	(2,500)
MAINTENANCE - OTHER	(5,519.25)	(2,500)
PARKING LOT	-	(500)
TRASH REMOVAL	-	(500)
TOTAL	(5,519.25)	(6,000)



NORTH BRANCH CANAL TRAIL (MONTOUR) 2021 BUDGET											
EXPENSE	YEAR-TO-DATE ACTUAL	BUDGET									
MOWING	-	(750)									
MAINTENANCE - OTHER	(87.46)	(750)									
CLOSED AREA REHABILITATION	-	(1,000)									
TRAILHEAD SIGNAGE	-	(750)									
BROCHURES	-	(500)									
TOTAL	(87.46)	(3,750)									



NBCT PARKING / RIVER	ACCESS 2021 B	UDGET	
EXPENSE	YEAR-TO-DATE ACTUAL	BUDGET	
MOWING	-	(1,200)	
OTHER LABOR & MAINT.	-	(300)	
TOTAL	-	(1,500)	





2021 MONTOUR PRESERVE INCOME		AMOUNT	
Carryover starting balance from 2020	\$	-	
2021 donations received direct to MARC checking	\$	658.82	
2021 pavilion / auditorium reservations completed YTD	\$	220.00	
donations granted from CSCF fund	\$	40,000.00	
Montour County Hotel Tax expense reimbursements	\$	26,325.88	
2021 YTD INCOME TOTAL	\$	67,204.70	
MONTOUR PRESERVE INCOME (RESTRICTED)		AMOUNT	
pavilion & auditorium reservations	\$	3,202.50	
TOTAL RESTRICTED INCOME	\$	3,202.50	
	7	5,252.65	
MARC 2021 MONTOUR PRESERVE LABO	OR:	SUMMARY	
EMPLOYEE		HOURS	AMOUNT
STOUDT		260.75	\$ (7,066.35)
BEAM		83.75	\$ (2,108.83)
PIATT		134.00	\$ (3,226.72)
YEICH		61.50	\$ (1,211.55)
TOTAL		540.00	\$ (13,613.44)
2021 MONTOUR PRESERVE ACCOUNTING SUMMARY		AMOUNT	
Carryover starting balance from 2020	\$	-	
donations received direct to MARC checking	\$	658.82	
pavilion / auditorium reservations completed YTD	\$	220.00	
donations granted from CSCF Montour Preserve Fund	\$	40,000.00	
Montour County Hotel Tax reimbursements	\$	26,325.88	
expenses incurred	\$	(14,673.79)	
expenses incurred		(= :,=:=;	
MARC labor year-to-date	\$	(13,613.44)	



#### **MONTOUR PRESERVE 2021 BUDGET** ADOPTED 11/23/20 YEAR-TO-DATE ACTUAL AS OF 4/25/21 YEAR-TO-DATE **EXPENSE BUDGET ACTUAL** personnel (13,613.44)(49,000.00)cleaning service (1,120.00)(4,000.00)SITE MAINTENANCE & OPERATIONS HVAC system maintenance (1,552.13)(500.00)(21,000.00)lawn care (1,000.00)parking lot / road maintenance (447.92)(1,200.00)security system sewage pumping (1,000.00)supplies / misc. (4,678.79)(14,000.00)water testing (1,200.00)wildlife management (233.76)(3,000.00)picnic area restroom plumbing repair (2,500.00)(185.06)(2,000.00)trail markers and signage electric (5,108.07)(15,000.00)UTILITIES internet service (158.00)(1,100.00)telephone (446.82)(1,300.00)trash service (500.00)(1,800.00)website hosting / email service (243.24)(900.00)brochures and promotional materials (2,000.00)programming and educational supplies (500.00)(28,287.23) \$(123,000.00) EXPENSE TOTAL \$



	AMARC		MA	RC 2021 BUDGET				
		ADOPTED 11/2	23/2020; YEAI	R-TO-DATE INFORMATION UPDATED AS OF 4/25/2	1			
	EXPENSE	YEAR-TO-DATE ACTUAL EXPENSES BUDGETED EXPENSES FUNDING SOURCES						BUDGETED LINE ITEM SURPLUS / (DEFICIT)
	Columbia County Projects (including North Branch Canal Trail)	(158.79)	(2,000.00)	Columbia County Hotel Tax Grant	-	2,000.00	(158.79)	-
CE	Hess Recreation Area	(7,308.95)	(17,000.00)	User Fees	25.00	1,000.00	(7,283.95)	(16,000.00)
NAN	Hopewell Park / Danville Borough Farm Trails	(5,519.25)	(6,000.00)		-		(5,519.25)	(6,000.00)
INTE				Pavilion / Auditorium Rental Fees	220.00	9,000.00		
ΑĀ	Montour Preserve	(28,287.23)	(123,000.00)	Donations	658.82	9,000.00	12,591.59	(65,000.00)
RAIL				Transfer From Central Susquehanna Community Foundation Fund	40,000.00	40,000.00		
PARK & TRAIL MAINTENANCE	North Branch Canal Trail (Montour County)	(87.46)	(3,750.00)		-		(87.46)	(3,750.00)
PAR	North Branch Canal Trail Parking / River Access		(1,500.00)		-		-	(1,500.00)
	Tools & Supplies	(342.33)	(2,500.00)		-		(342.33)	(2,500.00)
	All-Terrain Vehicle Purchase (*)	-	(13,000.00)	Grants (*)	-	13,000.00	-	-
-	Bicycle / Pedestrian Safety Projects	(244.72)	(2,500.00)	•	-		(244.72)	(2,500.00)
-	Bicycle Routes Mapping and Promotion	(13.69)	(1,000.00)		-		(13.69)	(1,000.00)
-	Chilli Challenge Adventure Triathlon	- '	(6,000.00)	Race Registration Fees [\$5,500] and Sponsorships [\$500]	-	6,000.00	-	- ' '
NTS	Danville Borough Play Set Installation		(2,000.00)		_	7,	_	(2,000.00)
EVE	Girls ROC Camp (*)	_	(1,000.00)	Grants, Donations, and Participant Fees (*)	200.71	1,000.00	200.71	-
TS &	Hopewell Park Pump Track Design and Planning	(40.00)	(2,500.00)		1,000.00	,	960.00	(2,500.00)
DJEC	Regional Mountain Biking Promotion	(1,201.64)	(2,000.00)		-		(1,201.64)	(2,000.00)
L PR	Riverside Borough Parks Revitalization	-	(2,000.00)		-		-	(2,000.00)
SPECIAL PROJECTS & EVENTS	Snowdog Trail Groomer Purchase (*)	_	-	Grants and Donations	250.00		-	-
S	Special Projects and Events - Other	(1,596.80)	(1,500.00)		-		(1,596.80)	(1,500.00)
-	Tourism Promotion Special Projects - Other	(935.47)	(1,500.00)		_		(935.47)	(1,500.00)
-	Washingtonville Revitalization Projects	(547.54)	(4,000.00)	Grants and Donations	436.75	2,000.00	(110.79)	(2,000.00)
-	Wellness Special Projects	(41.06)	(1,000.00)		-		(41.06)	(1,000.00)
	Accounting	(385.00)	(1,500.00)		_		(385.00)	(1,500.00)
-	Administration / Misc. Other (Includes Stoudt Admin. Labor)	(10,184.89)	(17,000.00)		-		(10,184.89)	(17,000.00)
ADMIN / INSURANCE	Audit	(2,300.00)	(3,000.00)		_		(2,300.00)	(3,000.00)
SUR/	Dues & Licensing Fees	(1,172.56)	(2,500.00)		_		(1,172.56)	(2,500.00)
Ž -	Fundraising	(943.40)	(1,000.00)		-		(943.40)	(1,000.00)
Σ	Insurance (D&O, General, & Workers' Comp)	-	(13,000.00)		-		-	(13,000.00)
AD	Office Supplies	(810.01)	(1,500.00)		_		(810.01)	(1,500.00)
-	Public Notices	(538.90)	(500.00)		_		(538.90)	(500.00)
		(=====	(2.2.00)	2020 Year-End Carryover Unrestricted Balance	6,859.38	10,000.00	6,859.38	10,000.00
				Geisinger Contribution (unrestricted)	25,000.00	25,000.00	25,000.00	25,000.00
8				Montour County Hotel Tax 2020 Carryover Balance	33,542.07	20,000.00	33,542.07	20,000.00
ОТНЕВ				Montour County Hotel Tax 2021 Grants	21,769.99	90,000.00	21,769.99	90,000.00
-				Other Income	3,412.04	500.00	3,412.04	500.00
-				Unrestricted Donations	5,412.04	10,000.00	5,412.04	10,000.00
	TOTAL EXPENSES	(62,659.67)	(235,750.00)	TOTAL INCOME	133,374.76	238,500.00	70,465.09	2,750.00
				ur only if grants and/or donations can be secured to fully		•	.,	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,



COMMUNITY GIVING FOUNDATION (CGF) AS OF 4/25/21	FUI	ND BALANCES
FUND		BALANCE
MARC Non-Endowed Fund	\$	8,687.69
MARC Endowed Fund	\$	4,071.06
Hopewell Park Pump Track Fund	\$	23,659.32
Washingtonville Revitalization Fund	\$	1,754.08
Montour Preserve Fund	\$	73,646.69
TOTAL	\$	111,818.84

#### **NOTES AND DISCLAIMERS REGARDING CGF FUNDS**

MARC is the designated beneficiary of five funds at the Community Giving Foundation (CGF). The CGF has been granted variance power to redirect these funds at their discretion and accordingly, these funds are not deemed to be an asset of MARC and are not reported in MARC's financial statements.

All contributions are administered through the Community Giving Foundation, a 501(c)(3) organization, and are tax-deductible to the extent provided by law. IRS regulations require us to state that no goods or services were provided in consideration for gifts and the Community Giving Foundation has exclusive legal control over the contributed assets. The official registration and financial information of the Community Giving Foundation may be obtained from the PA Dept. of State by calling toll free, within PA, 1-800-732-0999. Registration does not imply endorsement.



I do hereby attest this to be an accurate and complete accounting of MARC-affiliated funds at the Community Giving Foundation.

Alet That	4/25/2021
Robert Stoudt, MARC Director	Date



#### **ACCOUNTING REPORT DISCLAIMER**

The following financial reports have been provided by Susan Shultz, CPA, using information provided by management of the Montour Area Recreation Commission (MARC). Reports are provided in accordance with accounting principles used for the tax basis of accounting.

Susan Shultz, CPA does not verify the accuracy or completeness of the information provided by MARC's management and expresses no assurance on the financial statements. Susan Shultz, CPA cannot be relied upon to identify or disclose any misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within MARC or noncompliance with laws or regulations.

# REPORTS UNAVAILABLE ACCOUNTING BEING REFORMATTED PER AUDIT REVIEW



# McKonly & Asbury



#### MEMBERS

AMERICAN AND PENNSYLVANIA INSTITUTES OF CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT MEMBER OF



To the Board of Directors of Montour Area Recreation Commission

We have audited the financial statements of Montour Area Recreation Commission ("MARC") as of and for the year ended December 31, 2020 and have issued our report thereon dated April 21, 2021. Professional standards require that we advise you of the following matters related to our audit.

#### Our Responsibility in Relation to the Financial Statement Audit

As communicated in our engagement letter dated January 18, 2021, our responsibility, as described by professional standards, is to form and express an opinion about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in accordance with the modified cash basis of accounting. Our audit of the financial statements does not relieve you or management of your respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting. Accordingly, as part of our audit, we considered the internal control of MARC solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

We have provided our findings regarding significant control deficiencies over financial reporting and material weaknesses noted during our audit in a separate letter to you dated April 21, 2021.

#### Planned Scope and Timing of the Audit

We conducted our audit consistent with the planned scope and timing we previously communicated to you.

#### Compliance with All Ethics Requirements Regarding Independence

The engagement team, others in our firm, as appropriate, and our firm, have complied with all relevant ethical requirements regarding independence.

HARRISBURG • LANCASTER • BLOOMSBURG

570.784.1111 • www.macpas.com • Fax: 570.784.1114

**MAILING ADDRESS** 

McKonly & Asbury • 420 West Fifth Street • Bloomsburg, Pennsylvania 17815



#### **Qualitative Aspects of the Entity's Significant Accounting Practices**

#### Significant Accounting Policies

Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by MARC is included in Note 1 to the financial statements. There have been no initial selection of accounting policies and no changes in significant accounting policies or their application during 2020. No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

#### Financial Statement Disclosures

Certain financial statement disclosures involve significant judgement and are particularly sensitive because of their significance to the financial statement users.

#### Significant Difficulties Encountered During the Audit

We encountered no significant difficulties in dealing with management relating to the performance of the audit.

#### **Uncorrected and Corrected Misstatements**

For purposes of this communication, professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Management has corrected all identified misstatements.

In addition, professional standards require us to communicate to you all material, corrected misstatements that were brought to the attention of management as a result of our audit procedures. The following material misstatements that we identified as a result of our audit procedures were brought to the attention of, and corrected by, management:

- Reversal of 'conditional contributions' liability (\$43,800 decrease to net position)
- Derecognition of funds held at the Community Giving Foundation and related activity (\$143,300 decrease to net position)
- Reclassification of DCNR Grant funds received during 2020 (\$30,000 increase to net position)

#### **Disagreements with Management**

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to MARC's financial statements or the auditor's report. No such disagreements arose during the course of the audit.

#### Representations Requested from Management

We have requested certain representations from management, which are included in the management representation letter dated April 21, 2021.



#### Management's Consultations with Other Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

#### Other Significant Matters, Findings, or Issues

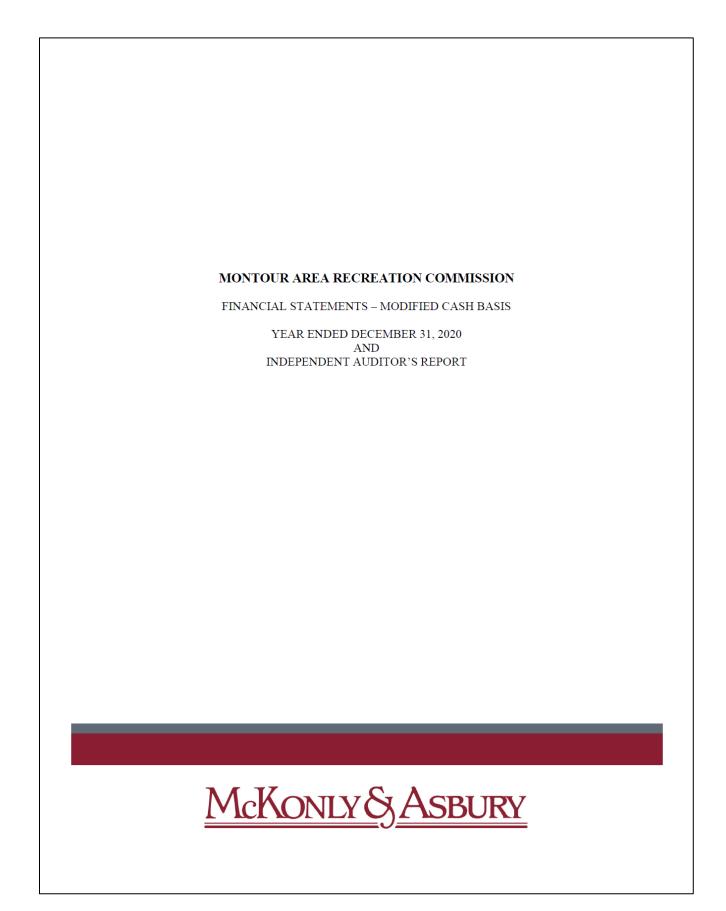
In the normal course of our professional association with MARC, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, operating and regulatory conditions affecting the entity, and operational plans and strategies that may affect the risk of material misstatement. None of the matters discussed resulted in a condition to our retention as MARC's auditors.

This information is intended solely for the use of the Board of Directors and management of MARC and is not intended to be and should not be used by anyone other than these specified parties.

Sincerely,

McKonly & Asbury, LLP







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# McKonly & Asbury



MEMBERS

AMERICAN AND PENNSYLVANIA INSTITUTES OF CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT MEMBER OF



#### INDEPENDENT AUDITOR'S REPORT

Board of Directors

Montour Area Recreation Commission

#### Report on the Financial Statements

We have audited the accompanying modified cash basis financial statements of Montour Area Recreation Commission (the "Commission") as of and for the year ended December 31, 2020, and the related notes to the financial statements, which collectively comprise the Commission's basic financial statements as listed in the table of contents.

#### Management's Responsibility for the Financial Statements

Montour Area Recreation Commission's management is responsible for the preparation and fair presentation of these financial statements in accordance with the modified cash basis of accounting described in Note 1; this includes determining that the modified cash basis of accounting is an acceptable basis for the preparation of the financial statements in the circumstances. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

#### Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

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We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

#### Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the modified cash basis financial position of Montour Area Recreation Commission as of December 31, 2020, and the change in modified cash basis financial position for the year then ended on the basis of accounting described in Note 1.

#### **Basis of Accounting**

We draw attention to Note 1 of the financial statements, which describes the basis of accounting. The financial statements are prepared on the modified cash basis of accounting, which is a comprehensive basis of accounting other than accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to that matter.

McKonly & Asbury, LLP

Bloomsburg, Pennsylvania April 21, 2021



#### STATEMENT OF NET POSITION - MODIFIED CASH BASIS

#### DECEMBER 31, 2020

Assets	
Current assets	
Cash	\$ 41,792
Total assets	 41,792
Liabilities	
Current liabilities	
Payroll taxes withheld	1,480
Refundable deposits	1,190
Total current liabilities	2,670
Net position	
Unrestricted	5,379
Restricted	33,743
Total net position	\$ 39,122

The accompanying notes are an integral part of these financial statements.





# STATEMENT OF REVENUES, EXPENSES, AND CHANGE IN NET POSITION - MODIFIED CASH BASIS

#### YEAR ENDED DECEMBER 31, 2020

Operating revenues	
Grants	
Montour County Hotel Taxes	\$ 70,147
PA Department of Conservation & Natural Resources	30,000
Other	21,100
Contributions and user fees	
Montour Preserve	75,480
Undesignated	31,061
Hess Field	830
Recreational events	13,387
Direct expenses of recreational events	(8,318)
Other income	627
Total operating revenues	234,314
Operating expanses	
Operating expenses	105 (70
Park and trail maintenance	105,679
Wages	68,847
Special projects	12,297
Insurance	12,293
Payroll taxes	5,864
Miscellaneous expenses	2,111
Professional fees	1,450
Office expenses	1,389
Dues and subscriptions	1,251
Legal notices	314
Donations	50
Total operating expenses	211,545
1 0 1	
Operating income	22,769
Non-operating income	
Interest income	69
merest income	69
Change in net position	22,838
New relation and different basis beginning	16.004
Net position - modified cash basis, beginning	16,284
Net position - modified cash basis, ending	\$ 39,122

The accompanying notes are an integral part of these financial statements.





NOTES TO FINANCIAL STATEMENTS - MODIFIED CASH BASIS

# 1. NATURE OF OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

#### Reporting Entity

Montour Area Recreation Commission (the "Commission") is an intergovernmental commission established in 2005 under the Intergovernmental Cooperation Act (53 PA. C.S. Section 2301) by Montour County, Washingtonville Borough, Riverside Borough, Danville Borough, Danville Area School District, and Mahoning Township; each of which reside in Pennsylvania (collectively, the "Participants").

The financial statements include all of the accounts and records of the Commission.

#### Nature of Operations

The Commission's purpose is to maintain and improve community parks and to plan, organize, sponsor, and supervise recreation facilities, services, and events within the political boundaries of the Participants.

#### Basis of Accounting

The accompanying financial statements are presented using the modified cash basis of accounting. This basis recognizes assets, liabilities, net position, revenues, and expenses when they result from cash transactions. Modifications to the cash basis of accounting include the recognition of liabilities arising from cash transactions, including refundable deposits. This basis is a comprehensive basis of accounting other than accounting principles generally accepted in the United States of America.

Measurement focus is a concept that determines the timing of recognition of revenues and costs. The Commission's measurement focus is on current financial resources, i.e. cash.

#### Basis of Presentation

The Commission operates only a general fund. The general fund is used to record all resource inflows and outflows of the Organization.

Certain operating revenues, such as grants and donations, and non-operating revenues, such as interest income, result from non-exchange transactions, in which the Commission gives (receives) value without directly receiving (giving) value in exchange. Revenues generated by ancillary activities (user fees, recreational event fees) are also reported as operating revenues.

#### Cash Equivalents

The Commission's cash and cash equivalents are considered to be demand deposits and short-term investments with original maturities of three months or less from the date of acquisition. The deposits of the Commission are potentially subject to the following risks:

(continued)

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#### NOTES TO FINANCIAL STATEMENTS - MODIFIED CASH BASIS

Interest Rate Risk – Interest rate risk is the risk that a security's market value will change due to changes in general interest rates. The Commission does not have a formal investment policy that limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates.

Credit Risk – Credit risk includes failures to perform, as agreed, on the part of the issuer of the security, or on the part of the financial institution holding the deposit, or on the part of the custodial agent for the security itself, or supporting collateral. The Commission does not have a formal investment policy that would limit its investment and deposit choices to certain credit ratings.

Concentration of Credit Risk – The Commission places no limit on the amount it may invest in any one financial institution.

At December 31, 2020, the Commission had no amounts in excess of federal depository insurance.

#### Refundable Deposits

The Commission accepts deposits for the use of pavilions and other spaces at various parks. The cash receipts are recorded as a current liability until the space is utilized and the Commission has a right to retain the funds.

#### Net Position

Net position is classified and displayed in two components:

Restricted Net Position – Consists of net position with constraints placed on the use either by (a) external groups such as creditors, grantors, contributors, or laws and regulations of other governments; or (b) law through constitutional provisions or enabling legislation.

Unrestricted Net Position – All other net positions that do not meet the definition of "restricted".

When both restricted and unrestricted resources are available for use, it is the Commission's policy to use restricted resources first, and then unrestricted resources as they are needed.

#### Montour County Hotel Taxes

Effective January 1, 2020, the Commission entered into a Memorandum of Understanding ("MOU") with the Columbia-Montour Tourist Promotion Agency, Inc. ("Columbia-Montour Visitor's Bureau, or CMVB"), and Montour County. The MOU stated that CMVB will direct forty percent (40%) of the hotel taxes collected from Montour County to the Commission to support the Commission's development, maintenance and enhancement of recreational facilities within Montour County. This MOU is renewable annually and may be terminated with 180 days' notice by the Commission, CMVB, or Montour County.

(continued)

6



NOTES TO FINANCIAL STATEMENTS - MODIFIED CASH BASIS

#### 2. RESTRICTED NET POSITION

Restricted net position consists of the following at December 31, 2020:

Montour County Hotel Taxes Girls ROC Camp	\$ 33,542 201
Restricted net position	\$ 33,743

#### 3. CONCENTRATION/CONTINGENCIES

During the year ended December 31, 2020, approximately 30% of the Commission's operating revenues were received from Montour County Hotel Taxes. This funding is subject to program compliance audits by the grantor or its representatives. The Commission is potentially liable for any expenditure that may be disallowed pursuant to the terms of this agreement. The Commission is not aware of any material items of noncompliance that would result in the disallowance of program expenditures.

#### 4. COMMUNITY GIVING FOUNDATION

The Commission is the designated beneficiary of several funds at the Community Giving Foundation (the "Foundation"). The Foundation has been granted variance power to redirect these funds at their discretion and accordingly, these funds are not deemed to be an asset of the Commission, and are not reported in the Commissions' financial statements. At December 31, 2020, the balance in these funds amounted to approximately \$124,000.

#### 5. DATE OF MANAGEMENT'S REVIEW

The Commission has evaluated the period from January 1, 2021 through April 21, 2021, which represents the date the financial statements were available to be issued, for its determination as to whether there are any reportable subsequent events. The Commission did not have any material recognizable subsequent events that would require adjustment to, or disclosure in, the financial statements.







# McKonly & Asbury



#### MEMBERS

AMERICAN AND PENNSYLVANIA INSTITUTES OF CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT MEMBER OF



To the Board of Directors of Montour Area Recreation Commission

In planning and performing our audit of the financial statements of the Montour Area Recreation Commission ( "MARC") as of and for the year ended December 31, 2020, in accordance with auditing standards generally accepted in the United States of America, we considered MARC's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of MARC's internal control. Accordingly, we do not express an opinion on the effectiveness of MARC's internal control over financial reporting.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore material weaknesses or significant deficiencies may exist that were not identified. However, as discussed below, we identified a certain deficiency in internal control that we consider to be a material weakness and other deficiencies that we consider to be significant deficiencies.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A reasonable possibility exists when the likelihood of an event occurring is either reasonably possible or probable as defined as follows:

- Reasonably possible. The chance of the future event or events occurring is more than remote but less than likely.
- Probable. The future event or events are likely to occur.

We consider the following deficiency in MARC's internal control to be a material weakness:

# PREPARATION OF FINANCIAL STATEMENTS AND RELATED FOOTNOTES IN ACCORDANCE WITH THE MODIFIED CASH BASIS OF ACCOUNTING

MARC's annual financial statements are prepared in accordance with the modified cash basis of accounting including related footnote disclosures. MARC relies on McKonly & Asbury, LLP, as its auditors, to prepare its annual financial statements and related footnote disclosures in order to conform to the modified cash basis of accounting. We realize that additional staffing costs would be needed to acquire the internal expertise to perform this function which could significantly outweigh the benefits derived. We, as your auditors, can propose adjustments and assist MARC in assembling or drafting of the financial statements and related footnotes, however, we cannot establish or maintain MARC's controls over preventing or detecting material misstatements in the preparation of financial statements, including the related footnotes.

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A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. We consider the following deficiencies in MARC's internal control to be significant deficiencies:

#### SEGREGATION OF DUTIES

Our study and evaluation of MARC's internal controls disclosed that one individual performs substantially all of the accounting functions. While it is advisable to have adequate segregation of duties among employees, the cost of such implementation must be weighed against the benefits derived. The costs of increasing the number of employees could greatly exceed the benefits that might be derived.

Accordingly, we suggest that the Board continue to approve disbursements and review financial information on a regular basis.

#### FUNDS HELD AT THE COMMUNITY GIVING FOUNDATION

MARC is the designated beneficiary of several funds at the Community Giving Foundation (the "Foundation"). The Foundation has been granted variance power to redirect these funds at their discretion and accordingly, these funds are not deemed to be an asset of MARC. In addition, MARC is precluded from recognizing investment gains and losses and investment fees within these funds as part of its operations.

Accordingly, we recommend that all transactions and related asset balances resulting from activities within these funds be excluded from MARC's accounting system. Contribution revenue should be recognized upon receipt of funds by MARC.

#### **CONDITIONAL CONTRIBUTIONS**

Our audit noted that MARC initially records restricted contributions as a liability, and contribution revenue is recognized upon satisfaction of the restriction. This transaction flow is inconsistent with the modified cash basis of accounting.

In accordance with the modified cash basis of accounting, contribution revenue should recognized at the time cash is received, and expenses should be recognized at the time cash is disbursed. Recognition of revenue and satisfaction of donor restrictions can occur at different times.

Accordingly, we recommend that MARC recognize contribution revenue at the time cash is received, as opposed to when the donor restrictions are met. MARC will continue to have the responsibility to account for the spending of restricted funds, however, this will have no impact on the timing of revenue recognition.

This communication is intended solely for the information and use of the Board of Directors, management and others within the Montour Area Recreation Commission and is not intended to be and should not be used by anyone other than these specified parties.

If you have any questions concerning the above-mentioned matters, we will be pleased to discuss them with you at your convenience.

Sincerely,

McKonly & Asbury, LLP



### ASSISTANT DIRECTOR / NATURALIST'S REPORT

In the past month, the assistant director has continued producing episodes of Nature Notes, marking a one-year milestone. He has also stated teaching the 2021 PA Master Naturalists course with 10 participants. He was interviewed for an article about vernal pools and has begun scheduling school groups for field trips to the Preserve.

Jon Beam 4/22/21

## **SENIOR MAINTENANCE TECHNICIAN'S REPORT**

Finished installing the signage at the Montour Preserve (80% of time on this project this month)

laying down stone on the lower section of Goose woods trail

clean up brush and logs on the Heron Cove side of lake

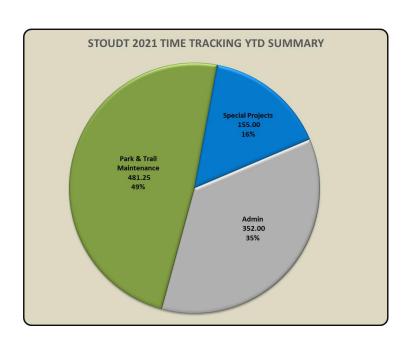
repaired approach to bridge at mile 1.5 on the Chilisaugi trail

SPTMT Dennis Piatt 4/23/21



# **DIRECTOR'S REPORT**

STOUDT  MARC admin  Hess Recreation Area	YTD TOTAL HOURS	28	29	PROJECT APRIL TO TOTAL																									
	210 E0		23	30	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Hess Recreation Area	310.30	0.50	2.75	4.00	1.50	3.00	2.25			5.25	2.75	4.50	2.00	1.25	1.00	1.50	2.50	0.75	2.50	1.50	1.50		0.75	4.00	0.50	3.00			3.50
	95.75		1.50	0.75	0.25	0.25	0.25			0.50	0.50	0.25	0.25	0.25		0.25	0.75	0.25	0.25	0.25	0.25			1.00			2.50	9.50	4.00
Hopewell Park / Danville Farm Trails	107.00		0.25	0.75							0.50	0.25				2.00	2.50	10.50	6.00	0.25	4.75			0.50	7.75	0.25	1.50	0.25	1.00
Montour Preserve admin / maintenance	243.00	1.25	2.25	1.50	0.25	3.50	5.50	1.25		2.50	2.00		5.50	1.50	0.50	1.25	4.50	1.00		5.00	0.25	0.25	0.25	5.50	0.25	5.50	5.50	1.50	3.50
Montour Preserve programming	0.25																												
North Branch Canal Trail (Montour Co.)	3.25									0.25	0.25																0.50		
River Drive trailhead / river access																													
bicycle routes mapping & promotion	0.50																												
oike / pedestrian safety special projects	8.75													0.75															
Chilli Challenge																													
Columbia County projects	5.75										1.75	1.00				0.25			0.25							0.25	0.50		
Danville Borough play set installation																													
mountain biking special projects	38.50		1.50	2.75	2.00					1.50																			
Riverside Borough parks revitalization																													
special projects / events - other	32.75					2.00				1.75	2.50		2.00	5.50	5.50						1.00					3.00		3.50	
tourism promotion special projects	28.50	3.50	0.75	1.00	6.75						0.25															0.50			
Washingtonville revitalization projects	19.75										0.25													0.75		0.25	0.50		
wellness special projects	1.50																												
DAILY TOTALS	903.75	5.25	9.00	10.75	10.75	8.75	8.00	1.25		11.75	10.75	6.00	9.75	9.25	7.00	5.25	10.25	12.50	9.00	7.00	7.75	0.25	1.00	11.75	8.50	12.75	11.00	14.75	12.00
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Di	Montour Preserve admin / maintenance  Montour Preserve programming forth Branch Canal Trail (Montour Co.)  River Drive trailhead / river access bicycle routes mapping & promotion ke / pedestrian safety special projects  Chilli Challenge  Columbia County projects  Danville Borough play set installation mountain biking special projects  Riverside Borough parks revitalization special projects / events - other tourism promotion special projects  Washingtonville revitalization projects  wellness special projects  DAILY TOTALS  WEEKLY PAYRO BIWEEKLY PAYRO  B	Montour Preserve admin / maintenance  Montour Preserve programming 0.25  North Branch Canal Trail (Montour Co.) River Drive trailhead / river access bicycle routes mapping & promotion ke / pedestrian safety special projects Chilli Challenge Columbia County projects Danville Borough play set installation mountain biking special projects Riverside Borough parks revitalization special projects / events - other tourism promotion special projects Washingtonville revitalization projects wellness special projects 1.50	Annotour Preserve admin / maintenance  Montour Preserve programming  0.25  Arch Branch Canal Trail (Montour Co.)  River Drive trailhead / river access  bicycle routes mapping & promotion  ke / pedestrian safety special projects  Chilli Challenge  Columbia County projects  Danville Borough play set installation  mountain biking special projects  Riverside Borough parks revitalization  special projects / events - other  tourism promotion special projects  Washingtonville revitalization projects  Wellness special projects  DAILY TOTALS  WEEKLY PAYROLL TOTAL  BIWEEKLY PAYROLL TOTAL	Montour Preserve admin / maintenance  Montour Preserve programming 0.25  North Branch Canal Trail (Montour Co.) River Drive trailhead / river access bicycle routes mapping & promotion ke / pedestrian safety special projects Chilli Challenge Columbia County projects Danville Borough play set installation mountain biking special projects Riverside Borough parks revitalization special projects / events - other tourism promotion special projects Washingtonville revitalization projects wellness special projects 1.50  DAILY TOTALS  WEEKLY PAYROLL TOTAL BIWEEKLY PAYROLL TOTAL BIWEEKLY PAYROLL TOTAL	Montour Preserve admin / maintenance  Montour Preserve programming O.25  Orth Branch Canal Trail (Montour Co.) River Drive trailhead / river access bicycle routes mapping & promotion Ke / pedestrian safety special projects Chilli Challenge Columbia County projects Danville Borough play set installation mountain biking special projects Riverside Borough parks revitalization special projects / events - other tourism promotion special projects Washingtonville revitalization projects Wellness special projects DAILY TOTALS WEEKLY PAYROLL TOTAL BIWEEKLY PAYROLL TOTAL BIWEEKLY PAYROLL TOTAL	Annotour Preserve admin / maintenance 243.00 1.25 2.25 1.50 0.25  Montour Preserve programming 0.25  Annotour Preserve admin / maintenance 243.00  Annotour Preserve programming 0.25  Annotour Preserve programing 0.25  Annotour Preserve propers  Annotour Preserve propers	ontour Preserve admin / maintenance 243.00 1.25 2.25 1.50 0.25 3.50  Montour Preserve programming 0.25  Orth Branch Canal Trail (Montour Co.) 3.25  River Drive trailhead / river access  bicycle routes mapping & promotion 0.50  ke / pedestrian safety special projects 8.75  Chilli Challenge  Columbia County projects 5.75  Danville Borough play set installation mountain biking special projects 38.50 1.50 2.75 2.00  Riverside Borough parks revitalization special projects / events - other tourism promotion special projects 28.50 3.50 0.75 1.00 6.75  Washingtonville revitalization projects 19.75  Wellness special projects 1.50  DAILY TOTALS 903.75 5.25 9.00 10.75 10.75 8.75  WEEKLY PAYROLL TOTAL BIWEEKLY PAYROLL TOTAL BIWEEKLY PAYROLL TOTAL	Montour Preserve admin / maintenance   243.00   1.25   2.25   1.50   0.25   3.50   5.50	Montour Preserve admin / maintenance 243.00 1.25 2.25 1.50 0.25 3.50 5.50 1.25  Montour Preserve programming 0.25	Montour Preserve admin / maintenance   243.00   1.25   2.25   1.50   0.25   3.50   5.50   1.25	Danville Borough play set installation   Special projects   Danville Borough parks revitalization   Special projects   Courism promotion   Courism promotion special projects   Courism promotion	Danville Borough play set installation   Special projects   Special	Montour Preserve admin / maintenance   243.00   1.25   2.25   1.50   0.25   3.50   5.50   1.25   2.50   2.00	Description   Contour Preserve admin / maintenance   243.00   1.25   2.25   1.50   0.25   3.50   5.50   1.25   2.50   2.00   5.50   1	Description   Contour Preserve admin / maintenance   243.00   1.25   2.25   1.50   0.25   3.50   5.50   1.25   2.50   2.00   5.50   1.50	Danville Borough play set installation  mountain biking special projects  Riverside Borough parks revitalization  special projects / events - other  special projects / events - other  special projects / events - other  tourism promotion special projects  Dally TOTALS  BIWEEKLY PAYROLL TOTAL  Montour Preserve admin / maintenance  243.00  1.25  2.25  1.50  0.25  3.50  1.50  0.25  3.50  1.50  0.25  3.50  1.50  0.25  3.50  1.50  0.25  3.50  1.5	Datition Preserve admin / maintenance	Ontour Preserve admin / maintenance	Ontour Preserve admin / maintenance	Ontour Preserve admin / maintenance	Definition of Preserve admin / maintenance	Ontour Preserve admin / maintenance	Ontour Preserve admin / maintenance	Ontour Preserve admin / maintenance	Denotour Preserve admin / maintenance 243.00 1.5 2.5 1.5 0.0 2.5 1.5 0.0 1.5 1.5 1.5 1.5 1.5 1.5 1.5 1.5 1.5 1.5	Description of the preserve admin / maintenance 243.00	Description of the preserve admin / maintenance of 243.00   1.28   2.29   1.50   0.25   3.50   0.25	Designation of the preserve admin / maintenance of 243.00   1.25   2.25   1.50   0.25   2.50   0.25	Description of the preserve admin/maintenance of the preserve programming output of th





#### **GRANTS**

#### Montour County Hotel Tax

- o MARC on 3/30/21 received and deposited a supplemental payment of Q4 2020 Montour County Hotel Tax funds in the amount of \$749.28
- o An internal fund transfers of Hotel Tax funds was made on 4/24/21 (\$10,721.02) as documented on page 5 of this agenda packet
- o As of 4/25/21, \$18.74 in Hotel Tax funds remain earmarked in MARC's savings account
- o The next grant installment for Q1 2021 is anticipated mid-May

# • DCNR 2020 Non-Motorized Trails Grant - Danville Borough Levee North Branch Canal Trail Construction (administered by Danville Borough)

- Stoudt on 4/9/21 met (online) with representatives of Danville Borough, PennDOT, DCNR, and LIVIC Civil to begin preparations for next steps
- o Project construction is not anticipated until 2022 at the earliest
- project mapping available at <a href="https://www.google.com/maps/d/edit?mid=17se2PMghOEBzg70bdSTOg3HPCTTO9drE&usp=sharing">https://www.google.com/maps/d/edit?mid=17se2PMghOEBzg70bdSTOg3HPCTTO9drE&usp=sharing</a>

#### DCNR 2021 Park Rehabilitation and Development Grant

- Stoudt on 4/14/21 submitted to DCNR an application for \$125,000 in grant funding to rehabilitate Hopewell Park in Mahoning Township, Montour County, by expanding and improving parking, improving site drainage, creating bicycle skills features, reconstructing the existing earthen beginner-level pump track and jumps area, creating a new asphalt-paved pump track, and adding new universally-accessible parking and access features
- o If approved, MARC will be required to provide \$125,000 in matching funds
  - As of 4/25/21, MARC has so far secured \$148,720.95 in donations and pledges from 51 donors, including a \$50,000 pledge from the Columbia-Montour Visitors Bureau
  - Stoudt is preparing to launch a public fundraising campaign in the next two weeks
- o A grant decision is expected in mid-November 2021
- Project fundraising presentation available at https://drive.google.com/file/d/1b1DRhttSDZ3OfL0aYTa1uFPhW1XYNO7x/view?usp=sharing

#### • Community Giving Foundation Danville Youth in Philanthropy

- MARC on 4/20/21 was notified that it had been awarded \$1,000 (of \$1,500 requested) grant funding for the Chillisquaque Creek Access Project to fund the construction of Chillisquaque Creek access locations, perform stream cleanup events, and purchase signage, brochures, and other promotional materials for the project
- o MARC will provide matching funds for the grant
- o Work must be completed, and close-out reports submitted before 12/31/21



#### MANAGED SITES

#### • Hopewell Park / Danville Borough Farm

- The new Hopewell Park Pump Track Fund at the Community Giving Foundation has so far received a total of \$23,659.32 in donations from 20 donors https://csgiving.fcsuite.com/erp/donate/create?funit\_id=2254
- As of 4/25/21, MARC has so far secured \$148,720.95 in donations and pledges from 51 donors, including a \$50,000 pledge from the Columbia-Montour Visitors Bureau
  - Stoudt is preparing to launch a public fundraising campaign in the next two weeks
  - Stoudt has created a presentation for potential pump track project donors, available at <a href="https://drive.google.com/file/d/1b1DRhttSDZ3OfL0aYTa1uFPhW1XYNO7x/view?usp=sharing">https://drive.google.com/file/d/1b1DRhttSDZ3OfL0aYTa1uFPhW1XYNO7x/view?usp=sharing</a>
    - Stoudt has delivered the presentation to numerous individuals and organizations and has shared the file with others who are advocating for the project on MARC's behalf
    - Stoudt thanks the Columbia-Montour Visitors Bureau, Dr. Victor Marks Jr., Dr. Victor Marks, Dr. Jon Gabrielsen, Dr. Matt McElroy, Dave Decoteau, Harold Schrawder, and Chadd Roadarmel for major support of fundraising efforts
- MARC staff will create a concrete pad to properly secure the new bike rack recently constructed and donated by Kris Huber and Nick Craven
- o Stoudt continues working with Kevin Bowie, Dr. Matt McElroy, Dave Decoteau, and others to evaluate and improve the trail signage system
  - Stoudt anticipates working with an Eagle Scout candidate Griffon Young from Riverside to install the signage
- O Stoudt on 4/20/21 installed hunting season trail closure signage, new trailhead signage, and other new signage around the site (see pages 50 & 51 of this packet)





o MARC thanks the Central Susquehanna Hammers Interscholastic Mountain Biking team for significant efforts on 4/24/21 to clean up the site as part of MARC's Parks and Trails Cleanup Event









#### **MANAGED SITES (continued)**

- Montour Township (Columbia County) Legion Road parcel
  - o No concerns noted since last meeting
- River Drive parcel (North Branch Canal Trail trailhead and river access)
  - No concerns noted since last meeting

#### North Branch Canal Trail

- Stoudt, Wayne Kashner, and Tyler Servose from the Montour County Conservation District met on 3/16/21 to consider options to improve the ford crossing at trail mile 2.72
  - It is recommended that MARC rebuild the crossing with R6 rock and a log cross-vane to provide better long-term stability for the crossing
    - Stoudt will investigate costs and will schedule the work when funding and staff availability allow
- Stoudt will contact the Columbia County Conservation District to determine permitting requirements to install a new culvert at trail mile 5.4 (culvert was permitted under NPDES permit, but not installed)
- Montour County Commissioners acted on 11/17/20 to resume legal action against the owners of the Bear Hunters' Grove Campground, located at the Montour County / Columbia County line, to compel removal of ongoing encroachments on the North Branch Canal Trail
  - Stoudt has posted trail closures on either side of the campground, to remain in effect until the legal dispute is resolved and the encroachments are removed
  - As of 4/25/21, Stoudt does not believe legal notice has been served against the campground owners
- The Columbia County Commissioners on 3/18/21 acted on the quitclaim deed for the portion of the North Branch Canal Trail in Columbia County to accept ownership from the SEDA-COG Joint Rail Authority
  - MARC believes the document will now go back to the SEDA-COG Joint Rail Authority for final signatures and recording
- o Stoudt thanks Wayne Kashner and new MARC Land Steward Jennifer Hunsinger for significant efforts to clean trash from along the trail
  - Several truckloads of trash and 14 tires have been removed.

#### Hess Recreation Area

- o Stoudt has installed the remaining 'No Parking' signs near the restrooms and park access road
- Stoudt has been in contact with Danville Borough Street Superintendent Bruce Earlston regarding the possible donation of numerous loads of road millings for the parking lot (no change since last meeting)
  - Millings will become available when street work begins in Danville Borough and Mahoning Township
  - Stoudt and Earlston both anticipate heavy dump truck traffic will potentially cause damage to the park access road, but Stoudt hopes to repave the road next year if funding allows and believes the time is right to take advantage of this long-anticipated opportunity
    - Stoudt and Earlston will try to time the delivery of the loads when the road is dry and stable, but the timing will be dictated primarily by the paving contractor's schedule
- o Numerous field and pavilion reservations are being made for the 2021 season, far exceeding 2020
- o MARC thanks the Central Susquehanna Hammers Interscholastic Mountain Biking Team for repairing the damaged section of the Mahoning Flats Trail boardwalk



#### **MANAGED SITES (continued)**

#### • Hess Recreation Area (continued)

- One road culvert pipe remains significantly blocked from recent storm erosion; Stoudt has reached out to Danville area contacts for assistance
- o Stoudt continues design work for the new J. Manley Robbins Trail interpretive sign for installation at the Beaver Place Trailhead (no progress since last meeting)
- Salvaged materials from the bike skills area have been removed and transported to the pig barn for storage until needed
- A significant new slump was discovered on 4/22/21 along the Hess Loop Trail J. Manley Robbins Trail Segment near mile marker 1.5
  - Stoudt investigated the site on 4/23/21 and determined the slump to present a danger to trail user safety
  - Stoudt has posted trail closure signage for the section of trail between mile markers 1.3 1.5 and has posted notices at all Hess Loop Trail entrances and at other locations throughout the park
  - Stoudt has been in contact with Brinkash and Associates to schedule a site visit with engineers to evaluate the site and create a cost estimate for the engineering required for a permanent fix
  - Stoudt anticipates having information for MARC Board consideration during MARC's May meeting
  - Stoudt anticipates keeping the section of trail closed until a safe passage can be created; Stoudt cannot yet estimate when that will occur











## **MANAGED SITES (continued)**

- Hess Recreation Area (continued)
  - o 41 volunteers joined MARC staff on 4/24/21 to pick up trash and perform maintenance tasks around the site
    - More than 20 cubic yards of trash and four tires were collected
    - MARC thanks Hawkins Chevrolet, F3, Mrs. Bronowicz's 2<sup>nd</sup> Grade Green Team, and all the volunteers who participated in the day's event













#### **MANAGED SITES (continued)**

#### • Montour Preserve

- $\circ$  Internet service was restored on 4/9/21, but has been working intermittently since then
  - Stoudt hopes to resume in-person MARC Board meetings at the Preserve when internet service is deemed reliable, but that is not yet the case
  - Billing by Sky Packet Networks has been suspended and a credit has been applied to MARC's account for the period of time during which service has been unavailable
- o Work on signage installation is now 99% complete; only a few miscellaneous signs remain
  - Current project status can be seen at <a href="https://www.google.com/maps/d/edit?mid=1zJ0iJhbMwva1NZHNxpLEaNd4IFLxNCQk&usp=sharing">https://www.google.com/maps/d/edit?mid=1zJ0iJhbMwva1NZHNxpLEaNd4IFLxNCQk&usp=sharing</a>
- o MARC's application to the Montour County Zoning Hearing Board for a Special Exception to allow watercraft concessions was approved on 4/19/21 (see pages 52 & 53 of this packet)
  - Stoudt has worked with Dave Decoteau to draft a final agreement for MARC Board approval (action item during this meeting)
  - MARC staff will work in coming days to prepare the site where the concession operation will be conducted
  - If approved, concession operations can begin on 5/1/21
- o Weather permitting, MARC staff will be installing the fishing pier and boat dock on 4/28/21
- Weather permitting, MARC staff will be turning on the Goose Cove and Heron Cove picnic area water systems on 4/29/21
- o Lake Chillisquaque will reopen to boating on Saturday, 5/1/21
- MARC anticipates working with Eagle Scout candidate Sam Roup to install new fish habitat structures in Lake Chillisquaque, subject to approval by Talen Energy Supply and the PA Fish & Boat Commission
- o MARC anticipates working with Eagle Scout candidate Chris Heckman to refurbish and reinstall the fossil pit interpretive sign
- o MARC thanks the volunteers who worked with MARC staff on 4/24/21 to clean up trash and perform maintenance tasks around the site









#### SPECIAL PROJECTS AND EVENTS

#### • Bicycle / Pedestrian Safety Projects

- o Stoudt attended (online) the 3/24/21 WeConservePA webinar on Progressive Trail Access
- The next meeting of the Middle Susquehanna Active Transportation Committee is scheduled for 5/19/21

#### • Bicycle Routes Mapping and Promotion (no change since last meeting)

- o Stoudt on 2/25/21 met (online) with Andrew Miller, Executive Director Susquehanna River Valley Visitors Bureau, to discuss options for bicycling route mapping and online distribution
  - Stoudt and Miller are considering the use of RideWithGPS (<u>www.RideWithGPS.com</u>) for online mapping of routes
  - This software will allow creation of routes by regional recreation and tourism promotion organization, as well as by individuals
- o Stoudt anticipates also creating and distributing hard copy brochures of routes within MARC's service area, including those created by the Washingtonville Revitalization Committee
- Stoudt will update mapping for other known routes, including the Chilli Challenge, 75 Miles of MonTour, and others, for publication and promotion
- Stoudt anticipates creating a page on MARC's website for content distribution and linking to the pages of the Susquehanna River Valley Visitors Bureau and Columbia Montour Visitors Bureau

#### • Chilli Challenge Adventure Triathlon

- o Stoudt will begin permitting for the planned 10/2/21 event date
- Stoudt will continue to monitor the status of the COVID-19 vaccine distribution to ensure it will be safe for MARC to host the event as planned
- Stoudt hopes to co-promote the event with the planned 10/10/21 unPAved of the Susquehanna River Valley event (https://www.unpavedpennsylvania.com/)
- o Because MARC's bike racks were stolen from the pig barn in 2018, MARC will need to purchase new materials to create bike racks

#### • Danville Borough Play Set Installation (no updates since last meeting)

- o St. Joseph Catholic School in Danville has donated to MARC the play set formerly in place at the school's playground
- o MARC staff and volunteers, with major support from the Danville Borough Street Department, on 10/30/20 disassembled the play set and moved it to the pig barn for storage
- o MARC staff will repair and possibly repaint play set materials in coming weeks in preparation for reassembly
- o It is anticipated the play set will be reconstructed at the F.Q. Hartman Recreation Area this spring



#### **SPECIAL PROJECTS AND EVENTS (continued)**

#### • Girls ROC Camp (no change since last meeting)

- o \$200.71 remains earmarked in MARC's checking account for the 2021 camps
- o 2021 camp dates will be:
  - Girls ROC Level 1 6/7, 6/9, 6/14, and 6/16/21 at the Hess Recreation Area
  - Girls ROC Level 2 6/21 and 6/23/21 at Hopewell Park
  - Ladies ROC 7/10/21 at the Hess Recreation Area and Hopewell Park
  - Other dates to be announced (<a href="https://www.facebook.com/girlsrocmtb">https://www.facebook.com/girlsrocmtb</a>)
- o Stoudt will remain in contact with event organizers to help administer the event as needed

## • Regional Mountain Biking Promotion

- Stoudt continues to consult with representatives of the Columbia-Montour Visitors Bureau, the Susquehanna River Valley Visitors Bureau, and other regional partners to identify branding and promotional potential for regional mountain biking assets
- o The next meeting of MARC's Mountain Biking Advisory Group (MBAG) is scheduled for 5/5/21
- o The next meeting of the Dirty Grin Mountain Bike Festival organizers is scheduled for 5/3/21

#### • Riverside Borough Parks Revitalization (no updates since last meeting)

- o The replacement sign for the river access will be installed when conditions allow
- Stoudt will contact Riverside Borough representatives to discuss opportunities for MARC to assist with revitalizing the Borough's parks and outdoor recreation areas

#### • Special Projects and Events – Other

- o MARC staff on 4/10/21 conducted an initial training for MARC's new Land Steward program
  - 21 volunteers have been trained to more actively participate in ongoing park and trail maintenance activities
  - Additional training opportunities are under consideration
- o As detailed elsewhere in this report, MARC's 4/24/21 Parks and Trails Cleanup Event was extremely successful
  - Nearly 90 volunteers turned out at the Hess Recreation Area, Hopewell Park, and the Montour Preserve
  - Land Stewards Wayne Kashner and Jennifer Hunsinger worked to clean up the North Branch Canal Trail
  - Volunteers in Washingtonville Borough worked to clean up trash and prepare gardens for the season
  - More than 25 cubic yards of trash and more than 20 tires were collected
  - Roughly 200 hours of volunteer time were donated in total
  - MARC thanks the Central Susquehanna Hammers, Hawkins Chevrolet, F3, Mrs. Bronowicz's 2nd grade Green Team, and all those who came out to help



## **SPECIAL PROJECTS AND EVENTS (continued)**

## Tourism Promotion Special Projects – Other

- The Columbia-Montour Visitors Bureau is finalizing the new outdoor recreation page https://itourcolumbiamontour.com/outdoorrecmap/
- o The new Columbia and Montour Counties Outdoor Recreation Guide brochures are anticipated this week and will soon be available for distribution
- Stoudt continues to participate in the Danville Heritage Festival Committee to consider options for a 2021 event, now scheduled for 9/4/21 in conjunction with the Danville Business Alliance Fall Arts & Crafts Festival
- No new updates are available regarding the ongoing navigable waters dispute along Fishing Creek in Columbia County

## • Washingtonville Revitalization Projects

- Stoudt continues to coordinate with the Washingtonville Revitalization Committee to focus on projects of interest to the group and Washingtonville Borough
- o Mayor Tyler Dombroski continues to work with a landowner adjacent to Chillisquaque Creek to revise a proposed stream access easement
  - If approved by the landowner, Stoudt expects to present the agreement to MARC's Board for consideration at an upcoming meeting
- Washingtonville Borough Council has considered suggestions for new improvements at DeLong Park
  - Stoudt has ordered a new charcoal grill and hot ash basin for installation at DeLong Park
  - Stoudt anticipates installing the grill and basin when MARC staff perform planned work at the park
- Stoudt continues to work with Washingtonville Revitalization Committee members to identify, map, and promote bicycling routes in the Washingtonville area

### • Wellness Special Projects

o No updates since last meeting



#### **OTHER UPDATES**

- MARC has been notified by Service 1<sup>st</sup> Federal Credit Union that MARC will be one of two beneficiaries of the planned August 27 golf tournament (see page 49 of this packet)
- MARC has received a \$250 donation from the Frosty Valley Resort, LLC in support of the proposed Snowdog trail grooming vehicle purchase (www.Snowdog.com)
  - Two donations from the Alpine Animal Clinic (\$100) and Kelly Davenport (\$500) have been made to MARC's Non-Endowed Fund at the Community Giving Foundation in support of the project
  - o MARC has so far secured a total of \$850 toward the anticipated \$5,000 purchase cost; work continues to secure additional contributions

#### **UPCOMING MEETINGS AND SPECIAL EVENTS (MARC events in bold)**

- 4/28/21 Montour Preserve fishing pier installation (weather dependent)
   5/1/21 Lake Chillisquaque reopens to boating
   5/1/21 Montour Preserve watercraft concession operation begins (subject to agreement approval)
   5/3/21 Danville Heritage Festival committee meeting
   5/3/21 Dirty Grin Mountain Bike Festival committee meeting
- 5/5/21 MARC Mountain Bike Advisory Group meeting
- 5/7/21 Green Thumb Industries work day at Montour Preserve
- 5/12/21 Columbia Montour Chamber of Commerce Montour County Taskforce meeting
- 5/13/21 Washingtonville Revitalization Committee meeting
- 5/19/21 Middle Susquehanna Active Transportation Committee meeting
- 5/24/21 MARC Board meeting
- 6/18 6/20/21 Dirty Grin Mountain Bike Festival
- 9/4/21 Danville Heritage Festival / Danville Business Alliance Fall Arts & Crafts Festival
- 9/11/21 Fork to Farm Fondo (tentative)
- 10/2/21 Chilli Challenge
- 10/10/21 unPAved of the Susquehanna River Valley





	Expense Repo	ort	
Transaction Date	Description	Account	Amount
4/15/21	BoatersLand Marine Supplies (marker buoys (2) and 'keep out' labels (2)	Montour Preserve (maint. / misc.)	\$ 688.88
4/19/21	The Park & Facilities Catalog (charcoal grills (7) and hot ash receptacle)	\$2,500 Montour Preserve (maint. / misc.); \$323 Washingtonville Revitalization	\$ 2,823.00
4/19/21	Montour County Zoning (zoning permit)	Montour Preserve (maint. / misc.)	\$ 250.00
4/20/21	Bear Rental (post-hole digger one-day rental)	Hopewell Park	\$ 68.90
		EXPENSE REPORT TOTAL	\$ 3,830.78
Name:	Robert Stoudt	Date Submitted:	4/26/202
Signature	Het That		
		Date Paid:	
Approved by:			
		Check #:	

page 1 of 2





CATEGORY	TOTAL			AMOUNTS	
Hopewell Park	68.90	68.90			
Montour Preserve (maintenance / misc.)	3,438.88	250.00	2,500.00	688.88	
Washingtonville Revitalization	323.00	323.00			
	3,830.78				

page 2 of 2



4/15/2021 Home



## **INVOICE**

Date: Apr 15, 2021

04:05 PM Order id: #1386001 Order status: Queued Payment method: Credit Card

**Delivery method:** 

Ground

#### **Boatersland Marine**

5275 Naiman Parkway, Suite B, Solon 44139, Ohio United States

CALL US: 1-440-542-9100 International: 866-828-1033 Fax: 1-440-542-9101 Email:

cerberus@sjkproducts.com

Email: RStoudt@MontourRec.com

#### **Billing address**

First name: Robert Last name: Stoudt

Montour Area Recreation Company:

Commission Address: 121 Oakwood Dr City: Danville

State: Pennsylvania Country: United States Zip/Postal 17821

code: Phone: 5703362060

#### Shipping address

First name: Robert Last name: Stoudt

Montour Area Recreation Company:

Commission Address: 121 Oakwood Dr City: State: Danville Pennsylvania

Country: United States Zip/Postal 17821 code:

5703362060 Phone:

#### **Products ordered**

Item #	Product	Item price	Quantity:	Total
TAY46104	Taylor Made Sur-Mark Marker Buoy	\$227.99	2	\$455.98
TAYBUOYLABEL- 08	Taylor Made Sur-Mark Buoy Labels Options: Design: 08:46175 - Keep Out	\$35.99	2	\$71.98

**Subtotal:** \$527.96

Shipping cost: \$160.92

Total: \$688.88

Thank you for your purchase!

https://www.boatersland.com/order.php?mode=invoice&orderid=1386001&access\_key=051d8aa0ab01ea33

Approved By



1/1

#### **Bob Stoudt**

From: Sent: To:

The Park Catalog <sales@theparkcatalog.com

Monday, April 19, 2021 10:41 AM

**Robert Stoudt** 

Subject: The Park Catalog: New Order # 146071424 \$ 2500

Approved By



#### THANK YOU FOR YOUR ORDER FROM THE PARK CATALOG.

Once your package ships we will send an email with a link to track your order. Your order summary is below. Thank you again for your business.

#### **Order Questions?**

Call Us: (561) 620-7878 x4

customerservice@theparkcatalog.com

#### Your order #146071424

Placed on April 19, 2021 10:22:51 AM EDT

Item	SKU	Qty	Subtotal
384 Sq. Premium Park Grill  Mount Type Surface Mount Base  Shelf Option No Shelf	136-1040- 2094776	5	\$1,300.00
384 Sq. Premium Park Grill, mount_type=In-Ground Mount Base, shelf_option=No Shelf	136-1040- 2094782	2	\$490.00
Square Concrete Hot Ash Receptacle - 22L x 22W x 35H Finish and Color Combo Etched Finish-Dove Gray	154-1298- 113685	1	\$498.00

Subtotal \$2,288.00

Shipping & Handling \$835.00

**Grand Total** \$3,123.00

#### BILL TO:

Robert Stoudt Montour Area Recreation Commission 121 Oakwood Drive

Danville, Pennsylvania, 17821

#### SHIP TO:

Robert Stoudt

Montour Area Recreation Commission

374 Preserve Road

Danville, Pennsylvania, 17821



1

	RECEIPT	No. 1142
Monto	ur County Zoning	
	Date: 4/19/2	<u>/</u>
Ви	Department #4113 udget Code #7053608	
	For	Amount
Receivd From	Zon lean	\$ 25C.
MARC	21-014	
	PARK - 12 m / 1	
	Hi.	
	Project Monton Presure	
	Project / lowfor Bleseve Caregory main mise	
	Approved By ATS	
	Date 4/19 Check open	se port





3000 POINT TOWNSHIP DRIVE NORTHUMBERLAND, PA 17857 WWW.BEAR-RENTAL.COM 570-701-1525 Phone 570-275-8800 Fax Status: Open Contract #: 7017

Date Out: Tue 4/20/2021 10:16AM

Operator: JACK RAY

MONTOUR AREA RECREATION COMMI

Phone 570-336-2060

PO BOX 456

DANVILLE, PA 17821

Qty	Part#	Items Rented	Agreed Return Date	Each		Price
1	R25019	GROUND HOG TOWABLE POST HOLE DIGGER	Wed 4/21/2021 10:00AM	\$65.00	0	\$65.0
	4Hrs \$52.00 1day \$6	5.00 1week \$228.00 4weeks \$798.00				
1	TBAUG6	AUGER - TOW BEHIND 6"	Wed 4/21/2021 10:00AM	\$0.00	0	\$0.0

Customer #: 12231

Project Hopewal Park
Category
Approved By ATS /
Date 4/120 Check expose report

#### Thank you for your Business

Payments made on this contract:

Rental/Sale Paid \$68.90 Tue 4/20/2021 10:17AM Credit Card Dscv 6\*\*\*\*\*\*\*\*9235 Auth:02089P

Total \$68.90

**Rental Contract** Rental: \$65.00 This is a contract. The BACK of this contract contains important terms and conditions including lessor's disclaimer from all liability for injury or damage and details of customer's obligations. These terms and conditions are a part of this contract - READ THEMI!!

All tools and equipment must be returned cleaned and full of fuel. Any items returned in less than clean condition will be subject to All tools and equipment must be returned cleaned and full of fuel there will be an additional charge at \$6.95 per gallon. Hour metered equipment is not returned full of fuel there will be an additional charge at \$6.95 per gallon. Hour metered equipment: one day equals a 24-hour rental and up to 8 hours of equipment usage, weekly would be a 7-day rental and 40 hours of equipment usage, monthly is 28 days and 160 hours of equipment usage. Hours overage will be charged at a prorated amount in accordance to the rental rate. Any and all SDS sheets can be aquired from the website of the manufacturer. By signing this agreement, you agree to have the supplied credit card charged for additional amounts should they arise such as, but not limited to rental overages and fuel but not limited to, rental overages, damages, and fuel.
I certify that I have read, understand, and agree to all terms of this contract. Subtotal: \$65.00 Sales Tax: \$3.90 Total: \$68.90 Paid: \$68.90 Signature: MONTOUR AREA RECREATION COMMISION **Amount Due:** \$0.00

MONDAY-FRIDAY 7AM-400PM SATURDAY 730AM-12PM

Printed On Tue 4/20/2021 10:17:54AM Software by Point-of-Rental Software www.point-of-rental.com

Modification #2 contract-params.SQL.rpt (12)





Friends you can bank on.

Corporate Center 1985 Montour Boulevard PO Box 159 Danville, PA 17821-0159

April 9, 2021

Robert Stoudt Director Montour Area Recreation Commission P.O. Box 456 Danville, PA 17821

Dear Mr. Stoudt:

I am pleased to inform you the Montour Area Recreation Commission (MARC) will be one of the beneficiaries of our 27<sup>th</sup> Annual Charity Golf Tournament. The other beneficiary is the Evangelical Community Hospital Children's Health and Wellness Program. Proceeds will be shared among the beneficiaries.

Our tournament will be held at 9:00 a.m., Friday, August 27, 2021, at the Frosty Valley Resort, Danville, PA. The donation to MARC will be based upon attendance and sponsorships. I look forward to seeing you at our tournament.

Sincerely,

William J. Lavage President/CEO

WJL.sls

Toll Free: 800.562.6049 | service1@service1.org | www.service1.org





Montour Area Recreation Commission PO Box 456, Danville, PA 17821 (570) 336-2060 | RStoudt@MontourRec.com

April 16, 2021

# 2021 HOPEWELL PARK / DANVILLE BOROUGH FARM TRAIL SYSTEM HUNTING SEASON CLOSURES

Per the terms of the Danville Borough Farm Land/Facility Use Memorandum of Understanding between the Borough of Danville and the Montour Area Recreation Commission (MARC), adopted October 27, 2020, in order to avoid conflicts with hunters who have been awarded hunting permits by the Borough of Danville to hunt on the Danville Borough Farm, MARC will close the trails at the Hopewell Park / Danville Borough Farm Trail System during the following periods to all users except those hunters with valid Borough of Danville hunting permits and Pennsylvania Game Commission hunting licenses:

- A. Saturdays during the spring gobbler season (typically the last Saturday of April through the last Saturday of May, as determined annually by the PA Game Commission)
- B. Saturdays during archery season (typically the last Saturday of September or the first Saturday of October through late November, as determined annually by the PA Game Commission)
- C. All days during the antierless deer muzzleloader season (typically a one-week period in mid-October, as determined annually by the PA Game Commission)
- All days during the regular firearms antlerless and antlered deer seasons (typically the last Saturday of November through the second Saturday of December, as determined annually by the PA Game Commission)
- E. Sundays during any of the aforementioned time periods when hunting is allowed by the PA Game Commission

Note: though the trails will be closed, the Hopewell Park pump track and jumps area will remain open to public use during these periods.

Note: The final 2021-2022 hunting/trapping seasons as announced by the Pennsylvania Game Commission on 4/10/21 (<a href="https://www.media.pa.gov/Pages/game-commission-details.aspx?newsid=460">https://www.media.pa.gov/Pages/game-commission-details.aspx?newsid=460</a>) include the following Sunday hunting dates:

Sunday, November 14 Sunday, November 21 Sunday, November 28

Page 1 of 2





Montour Area Recreation Commission PO Box 456, Danville, PA 17821 (570) 336-2060 | RStoudt@MontourRec.com

Accordingly, the Hopewell Park / Danville Borough Farm Trail System will be closed to all users on the following dates in 2021 except hunters possessing a Danville Borough hunting permit and Pennsylvania Game Commission hunting license:

#### **SPRING GOBBLER (TURKEY) SEASON**

Saturday, April 24 Saturday, May 1 Saturday, May 8 Saturday, May 15 Saturday, May 22 Saturday, May 29

#### **DEER - ARCHERY SEASON & MUZZLELOADER SEASON**

Saturday, October 2
Saturday, October 9
Saturday, October 16
Monday, October 18 – Friday, October 22
Saturday, October 23
Saturday, October 30
Saturday, November 6
Saturday, November 13
Sunday, November 14

#### **DEER - REGULAR FIREARMS SEASON**

Saturday, November 27
Sunday, November 28
Monday, November 29 – Saturday, December 4
Monday, December 6 – Saturday, December 11

MARC will post signage regarding these closures at the site in coming days.

MARC recognizes the inconvenience these trail closures cause for some users, but MARC is committed to providing opportunities for as many outdoor recreation user groups as possible throughout Montour County. During the period of 2015 – 2020, nearly 3,900 acres (64%) of formerly publicly-accessible lands in Montour County were closed to public use. Most of these lands had been open to hunting. MARC recognizes that the Danville Borough Farm property is one of the few large areas of publicly-accessible lands in Montour County that remains open to hunting and MARC respects the decision of Danville Borough to continue to allow hunting at the site by special permit.

To find other parks and trails to visit on those dates when trails are closed at the Hopewell Park / Danville Borough Farm Trail System, please visit:

https://montourrec.com/parks-trails-in-montour-county/

Page 2 of 2



LAW OFFICES

## MARKS, McLAUGHLIN, DENNEHY & PIONTEK, LLP

ROBERT L. MARKS JOHN L. McLAUGHLIN MICHAEL P. DENNEHY ROBERT L. MARKS, JR. CORY D. PIONTEK 42 WEST MARKET STREET
P. O. BOX 179
DANVILLE, PENNSYLVANIA 17821-0179
570-275-3411 OR 570-275-3541
FAX 570-275-3759

F. PORTER WAGNER (1950-1979) E. ROBERT MARKS (1951-1987)

April 19, 2021

Montour Area Recreation Commission c/o Bob Stoudt Director, Montour Area Recreation Commission PO box 456 Danville, PA 17821

Re: Special Exception for Montour Preserve – To allow unpowered watercraft for rental to the public at the Montour Preserve; and offer for rent or sell fishing, boating, and picnic supplies as deemed appropriate by MARC

Dear Mr. Stout:

This is to advise that the Montour County Zoning Hearing Board has granted your request for a special exception to allow unpowered watercraft for rental to the public at the Montour Preserve; and offer for rent or sell fishing, boating, and picnic supplies as deemed appropriate MARC.

The granting of this request in no way changes the other requirements necessary to secure those needed permits and/or licenses.

410

Lamar Welliver

David Bird



# ZONING PERMIT MONTOUR COUNTY, PENNSYLVANIA

DATE: 4/19/21 NUMBER: 21-014

To:	MARC (% 606 STOUGT) (Applicant)
Add	ress: P.O. Box 456, DANVILLE PA 17821
This	is to certify that the property located at MONTOUR PRESERVE
	Authory Try
	is in a Public / Sem Public District and:
1.	The proposed:  \[ \sum \text{NEW STRUCTURE} \] \[ \sum \text{ADDITION} \] \[ \sum \text{ALTERATION} \]
	CHANGE OF USE SIGN OTHER
	as described in the Zoning Permit Application No. 21-014
	date $\frac{3}{23}$ , $\frac{20}{2}$
	(and Board of Adjustment Certificate No, dated, 20), complies with the INTERCHANGE AREA ZONING ORDINANCE of the County of Montour, Commonwealth of Pennsylvania.
2.	A Zoning Permit for the above use, structure, sign or work is hereby granted and work is authorized to proceed in accordance with the application (and certificate) referred to above.
3.	Remarks: ABOUED THE USE OF CONCESSIONS AT
	Monter Preserve - Zoing HERRY BOARD Affered.
	Amount of Permit fee paid \$ 300.
	Zoning Officer County of Montour

This certificate does not in any way relieve the owners, or any other person or persons in possession or control of the building, or any part thereof, from obtaining such other permits or licenses as may be prescribed by law for the uses or purposes for which the land or building is designed or intended; nor from complying with any lawful order issued with the object of maintaining the building or land in a safe or lawful condition.





Montour Area Recreation Commission PO Box 456, Danville, PA 17821 (570) 336-2060 RStoudt@MontourRec.com

## JOB DESCRIPTION SEASONAL PARK AND TRAIL MAINTENANCE TECHNICIAN

#### JOB DESCRIPTION

MARC's Seasonal Park and Trail Maintenance Technician shall assist MARC's staff with organizational operations and facilities maintenance at the park and trail properties managed by the organization, including the Montour Preserve, Hess Recreation Area, Hopewell Park / Danville Borough Farm Trail System, North Branch Canal Trail, and other locations. Job duties shall include:

- Park and trail maintenance, to include:
  - o Facility repair
  - o Facility cleaning and trash removal
  - o Trail construction and maintenance
  - Vegetation management
- Race, special event, and program operation
- · Other duties as might be assigned by MARC's Director

#### JOB DURATION

MARC's Seasonal Park and Trail Maintenance Technician position shall begin on or around May 25, 2021 and shall end on or around October 31, 2021. In the event the successful candidate proves to be particularly well-qualified, MARC may, at its discretion, offer continued part-time employment beyond the anticipated end date of this position. MARC operates under the principle of at-will employment. MARC reserves the right to terminate employment at any time should employees fail to perform job duties as required.

#### **JOB QUALIFICATIONS**

#### MANDATORY

- Demonstrated ability to work well with others
- Demonstrated ability to work independently with minimal supervision
- Ability to work with power tools including, but not limited to: chain saw, hedge trimmer, weed trimmer, circular saw, small tractors, and vehicles with trailers
- Ability to work outdoors in all weather conditions and lift 75 pounds
- Valid driver's license with a safe driving record and access to a personal vehicle
- · Ability to work evenings and weekends when needed

#### **PREFERRED**

- Demonstrated experience with facility management, to include basic carpentry, plumbing, and electrical system repair
- Demonstrated experience with trail construction and maintenance

#### OTHER

MARC's Seasonal Park and Trail Maintenance Technician must be able to operate under the following conditions:

- provide his/her own personal vehicle; MARC will reimburse mileage when vehicle use is required for special events
- operate on an extremely flexible schedule, including evenings, weekends, and other times as might be needed

JOB DESCRIPTION - SEASONAL PARK AND TRAIL MAINTENANCE TECHNICIAN (REV.20210425)

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Montour Area Recreation Commission PO Box 456, Danville, PA 17821 (570) 336-2060 RStoudt@MontourRec.com

#### COMPENSATION

MARC's Seasonal Park and Trail Maintenance Technician will be a part-time hourly employee. Hours are expected to average 10 – 15 hours/week, though may be as many as 30 – 40 hours/week during large special events. Hours worked each day can be tailored to suit the needs of the successful applicant.

MARC makes no guarantee of a minimum annual compensation. Compensation will be as follows:

- Compensation will start at \$10 \$18/hour, depending upon qualifications and relevant experience
- Compensation will be paid at time and one-half the normal hourly rate for hours worked in excess of 40 hours/week
- No benefits
- No paid time off

#### **EQUAL OPPORTUNITY EMPLOYER**

MARC is an equal opportunity employer. MARC shall consider applicants for all positions without regard to race, color, religion, sex, national origin, age, sexual orientation, disability, marital status, veteran status, or genetic information.

#### **TO APPLY**

Email a statement of interest and resume' to <a href="mailto:RStoudt@MontourRec.com">RStoudt@MontourRec.com</a> before 5:00pm on May 14, 2021.





Alumni and Professional Engagement



#### Dear Sir/Madam:

The legal counsel of the Pennsylvania State System of Higher Education requires Bloomsburg University establish a formal affiliation agreement with sites who accept their students for credit-bearing internships. This agreement is intended to protect both the University and the internship site by delineating each party's rights and responsibilities. This one document, when signed, will cover all Bloomsburg internship placements with your organization for a five-year period.

Attached you will find the Affiliation Agreement for your review and signature. Please print, sign, and email back to us at your earliest convenience. We ask that this agreement be signed by the individual in your organization that has the authority to legally execute the agreement. After all signatures are obtained, one fully executed document will be returned to you for your records.

If you have any questions or need additional information, please contact me at (570) 389-4070 or internships@bloomu.edu. Thank you for your willingness to provide internship opportunities to our students.

Sincerely,

Dr. Lynda Michaels

Assistant Vice President Alumni and Professional Engagement Bloomsburg University of Pennsylvania 570.389.4070 office

Email: <u>internships@bloomu.edu</u>



#### Internship Agreement

This agreement establishes the relationship between Bloomsburg University of Pennsylvania (referred to as the "University"), an educational institution in the State System of Higher Education, Commonwealth of Pennsylvania and Montour Area Recreation Commission (referred to as the "Organization").

The University offers degree programs in a wide variety of disciplines, which are academically enhanced by practical experiences outside of the traditional classroom setting. For this agreement the Organization shall provide practical experience pursuant to the terms of this agreement and serve as an internship site offering facilities, resources, and supervision to students. Both parties agree to the following:

#### I. Duties and Responsibilities of the University

- The University will be responsible for internships that are conducted during a regular academic semester(s) or scheduled summer term(s). The University and the organization agree to schedule the internship hours to mutually benefit all parties involved and to conform to the scheduling formula of 40 hours of site contact to equal one credit.
- The University shall certify eligibility for students registering internships for academic credit. Approved students will have the appropriate educational background and skills consistent with the advertised internship and departmental requirements for participation.
- 3. The University determines the amount of academic credit to be earned through the internship and establishes all academic requirements that the student must meet to earn the credit. The University establishes a grading system and criteria to earn the grade upon completion of the internship.
- The University will assign a faculty member to monitor and evaluate the student's performance during the internship. The University will assume all costs associated with faculty supervision of the intern.
- 5. The University, at the beginning of the internship term, will provide the Organization with all evaluation materials and the expected timeline for submission.
- The University agrees to advise students of any known policies, procedures, and requirements of the internship as specified by the Organization.
- 7. The University, at the beginning of the internship term, will inform the Organization of course requirements such as the intern's attendance at meetings/seminars or activities that may take the intern away from the assignment.
- The University may request termination of the internship placement for any student not complying with University guidelines and procedures for the internship program, as long as the Organization has been notified in advance.
- 9. The Organization understands that as an Agency of the Commonwealth, the University is prohibited from purchasing insurance. As a public university and state instrumentality there is no statutory authority to purchase insurance and it does not possess insurance documentation. Instead, it participates in the Commonwealth's Tort Claims Self-Insurance program administered by the Bureau of Risk and Insurance Management of the Pennsylvania Department of General Services. This program covers Commonwealth/University-owned property, employees and officials acting within the scope of their employment, and claims arising out of the University's performance under this Agreement, subject to the provisions of the Tort Claims Act, 42 Pa.C.S.A. §§8521, et seq



#### II. Duties and Responsibilities of the Organization

- The Organization agrees to prepare an internship job description that outlines the duties and responsibilities of
  the intern. The University will use this document to determine the suitability of the internship for academic
  credit. Should changes to the job description be necessary after the internship is approved, the Organization
  agrees to notify the University of such changes.
- 2. The Organization agrees to notify the University of all selection criteria and any requirements of the selection process including but not limited to background investigations, drug testing, health screenings etc.
- 3. The Organization selects interns based on the Organization's needs and preferences.
- 4. The Organization determines the schedule that the intern will maintain on premises. The total scheduled hours will comply with standards established by the University for the award of credit hours: 40 hours of site contact equals one credit. The minimum internship is 120 hours for a semester or summer term.
- The Organization, at the beginning of the internship, determines the amount of compensation, if any, received by the intern. The Organization will inform the University if interns will receive an hourly wage, stipend or will serve in a non-paid capacity.
- 6. The Organization agrees to provide suitable workspace and resources for the intern to complete the internship assignment. The Organization will also provide orientation, training, supervision and evaluation of the intern.
- 7. The Organization shall provide all reasonable information requested by the University on a student's internship performance. If there are any student evaluations, they will be completed and returned according to any reasonable schedule agreed to by the University and the Organization
- 8. The Organization agrees to make every possible accommodation to the University's request for a faculty site visit during the internship. The Organization also agrees to allow the intern to attend university required internship meetings/seminars during the internship.
- Should the Organization become dissatisfied with the performance of a student, the Organization may request removal of the student. This should occur only after the University has been notified in advance and a satisfactory resolution cannot be obtained.



#### III. Mutual Terms and Conditions

- 1. This Agreement will last for 5 years from the date of the final signature below. Either the University or the Organization may terminate this agreement with 90 days notice. Should the Organization wish to terminate the agreement prior to the completion of a semester/term, any student intern(s) will have the opportunity to complete their internship. In the event of a substantial breech, either party may terminate this agreement.
- 2. The parties agree to continue their respective policies of nondiscrimination based on Title VI of the Civil Rights Act of 1964 in regard to sex, age, race, color, creed, national origin, Title IX of the Education Amendments of 1972 and other applicable laws, as well as the provisions of the Americans with Disabilities Act. BU students are protected by the Title IX of the Education Amendments of 1972 and other applicable laws, as well as the provisions of Section 504 of the Rehabilitation Act of 1973 (as amended) and the Americans with Disabilities Act (ADA) of 1990. Montour Area Recreation Commission agrees to cooperate with BU in its investigation of claims of discrimination or harassment. Reporting of Sexual Violence and Sexual Harassment and Identification of Resources: Montour Area Recreation Commission shall report any incident in which a student is the victim of sexual assault, dating violence, domestic violence, stalking or sexual harassment to Bloomsburg University's Title IX Coordinator in the Office of Equity and Accommodations at 570-389-4529. The site shall identify resources, such as medical care and counselling that are available to any student who has been the victim of sexual assault, dating violence, domestic violence or stalking.
- 3. The laws of the Commonwealth of Pennsylvania shall govern this Agreement.
- 4. The relationship between the parties to this Agreement to each other is that of independent contractors. The relationship of the parties to this contract to each other shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors.
- 5. Neither of the parties shall assume any liabilities to each other. As to liability to each other or death to persons, or damages to property, the parties do not waive any defense as a result of entering into this contract. This provision shall not be construed to limit the Commonwealth's rights, claims or defenses which arise as a matter of law pursuant to any provisions of this contract. This provision shall not be construed to limit the sovereign immunity of the Commonwealth or of the State System of Higher Education or the University.
- This Agreement represents the entire understanding between the parties. This Agreement shall only be modified in writing with the same formality as the original Agreement.

The authorized representatives of the parties have executed this Agreement as of the date indicated below.

Bloomsburg University of Pe	ennsylvania	Montour Area Recreation Commission		
Mary L. Vezendy	Date	Authorized Signature	Date	
Senior Executive Associate Agency Open Records/Right t	o Know Officer	Print Name/Title		
EFFECTIVE DATE OF AGR	EEMENT: (date of las	t signature)		
Approved by SSHE Legal Co	unsel 9/7/02			



This AGREEMENT, executed this \_\_\_\_\_ day of April, 2021, by and between the Montour Area Recreation Commission, party of the first part, hereinafter "MARC"

#### AND

Riverside Adventure Company / Earthscapes, 1051 Charlene Dr, Danville, PA 17821, their heirs, executors, administrators, successors, and assigns, party of the second part, hereinafter "CONCESSIONAIRE".

WITNESSETH WHEREAS, MARC operates and maintains portions of the Montour Preserve in Anthony Township, Montour County under the terms of a Lease Agreement by and between Montour, LLC and MARC; and

WHEREAS concession operations at the Montour Preserve have been approved by the terms of the Lease Agreement by and between Montour, LLC and MARC and by a Special Exception of the Montour County Zoning Hearing Board, granted April 19, 2021; and

WHEREAS MARC wishes to offer to the public the rental of unpowered watercraft and the rental or sale of fishing, boating, and picnic supplies;

NOW THEREFORE, in consideration of the foregoing and the mutual promises contained herein, and intending to be legally bound hereby, the parties hereto agree as follows:

- 1. TERMS AND RENEWALS: The term of this Agreement shall be from the date of its execution to October 31, 2021. This Agreement shall be renewable for two additional one-season (May 1 October 31) terms if so desired by both CONCESSIONAIRE and MARC. After no more than a three-season period, MARC shall conduct a new request for proposals process.
- **2. ASSIGNMENTS**: CONCESSIONAIRE shall not assign this Agreement, in whole or in part, to any other entity without the express written consent of MARC.
- 3. TERMINATION: MARC shall retain the authority to terminate this Agreement with CONCESSIONAIRE at any time with ten (10) days' written notice in the event CONCESSIONAIRE is deemed to be violating the terms of this Agreement. Such termination shall be made by MARC's Commission members, upon the recommendation of MARC's Director.



MONTOUR PRESERVE CONCESSION AGREEMENT

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- 4. INSURANCE: CONCESSIONAIRE shall, at his/her own cost and expense, purchase and maintain in force for the duration of this Agreement the forms of insurance coverage described hereafter. Such insurance shall be carried with financially responsible insurance companies, licensed to do business in the Commonwealth of Pennsylvania. Proof of insurance coverage shall be required at the time of Agreement signing.
  - a. General Liability Insurance Coverage with a minimum limit of liability per occurrence of one million dollars (\$1,000,000.00) for bodily injury and property damage. The Montour Area Recreation Commission (PO Box 456, Danville, PA 17821) and Talen Energy Supply (Attn: Marc Jackson, 600 Hamilton Street, Suite 600, Allentown, PA 18101) shall be added as Additional Insured Parties.
  - b. Workers Compensation Insurance Provision of Workers' Compensation Insurance, in compliance with the Workmen's Compensation Act of the Commonwealth of Pennsylvania.
  - c. Automobile Liability Coverage for owned, non-owned, and hired automobiles.

If, at any time, any of the foregoing policies become unsatisfactory to MARC, as to form or substance, the CONCESSIONAIRE shall, upon notice to that effect from MARC, obtain a new policy and submit the same for approval to MARC. Upon failure of the CONCESSIONAIRE to furnish, deliver, and maintain such insurance as provided above, the Agreement, at the discretion of MARC, may be forthwith declared suspended, discontinued, or terminated.

Failure of the CONCESSIONAIRE to take out and/or maintain, or the taking of and or maintenance of any required insurance, shall not relieve the CONCESSIONAIRE from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the CONCESSIONAIRE concerning indemnification.

5. INDEMNIFICATION / HOLD HARMLESS: CONCESSIONAIRE shall indemnify, hold harmless, and defend the Montour Area Recreation Commission and Talen Energy Supply from all claims, liabilities, obligations, damages, penalties, costs, legal fees, and other expenses due to personal injury or death caused by or of CONCESSIONAIRE's proven negligence caused by CONCESSIONAIRE's staff or customers as dictated by the terms of insurance and respective insurance company policies, procedures, and limitations.



MONTOUR PRESERVE CONCESSION AGREEMENT

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- 6. WARNING AND ASSUMPTION OF RISKS: CONCESSIONAIRE shall require all customers to sign a warning and assumption of risks and waiver and release of claims. MARC shall review, provide input, and approve such documentation before CONCESSIONAIRE may begin operation.
- 7. CONCESSIONAIRE RESPONSIBILITY FOR OPERATIONS: CONCESSIONAIRE shall be solely responsible for his/her operation and shall supply all labor, equipment, and materials necessary to successfully conduct his/her operations, including the storage, rental, distribution, transportation, and maintenance of watercraft. MARC staff shall not be required to assist in any way with CONCESSIONAIRE's operations, except that MARC shall provide a link to CONCESSIONAIRE's operations on the Montour Preserve's website and social media outlets and shall maintain and operate the Montour Preserve in good, clean condition.
- 8. COMPLIANCE WITH APPLICABLE LAWS: CONCESSIONAIRE shall abide by all applicable local, state, and federal laws and shall be solely responsible for compliance with sales tax and other tax and regulatory requirements as may be applicable.

  CONCESSIONAIRE shall provide to MARC a copy of his/her current sales tax license at the time of Agreement signing and annually thereafter while the Agreement remains in force.
- 9. SEASON AND HOURS OF OPERATION: CONCESSIONAIRE shall be permitted to begin operations on May 1 and shall cease operations by no later than October 31 annually. CONCESSIONAIRE may operate from dawn to dark each day, but CONCESSIONAIRE shall set his/her hours and days of operation.
- 10. CONCESSIONAIRE STRUCTURE: CONCESSIONAIRE shall operate from a temporary, mobile structure near the Heron Cove boat launch, at a location to be mutually agreed upon by CONCESSIONAIRE and MARC. No permanent structures shall be constructed.
- 11. USE OF PREMISES: CONCESSIONAIRE shall have the right to use the Montour Preserve premises only for the purposes described herein and only in keeping with the intent of this Agreement.
- 12. FLOOD AREA: CONCESSIONAIRE is hereby advised the Lake Chillisquaque shoreline is subject to occasional flooding. CONCESSIONAIRE shall be responsible to remove any and all materials under their control in the event of flooding or other extraordinary circumstances. MARC's Director shall have the authority to order such a removal as he/she shall deem necessary, but CONCESSIONAIRE is under no obligation to wait for such an order before removing his/her materials if flooding or other hazards are reasonably foreseeable.



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- **13. USER SAFE PASSAGE**: CONCESSIONAIRE's operations shall not interfere with the safe passage of vehicles, other watercraft, or persons visiting the Montour Preserve.
- 14. DAMAGES: CONCESSIONAIRE shall be responsible for, and shall restore at his/her expense, any damage to the Montour Preserve property which might be caused by CONCESSIONAIRE's staff or customers in the performance of CONCESSIONAIRE's operations which was not reasonably foreseeable as a consequence of the CONCESSIONAIRE's operations.
- 15. SITE MAINTENANCE: CONCESSIONAIRE shall be required to maintain the site in a good, clean condition. All trash must be placed in the dumpster located near the Heron Cove restrooms. Excessive trash must be removed from the Montour Preserve and disposed of at CONCESSIONAIRE's expense.
- 16. TYPES OF WATERCRAFT: CONCESSIONAIRE shall be allowed to offer for rent any type of unpowered watercraft, to include, but not limited to: sailboats; john boats; pedal boats; kayaks (single or tandem); canoes; and stand-up paddleboards. Unpowered, inflatable boats may be offered for rent, but must be at least 7ft in length, made of durable, reinforced fabric, and have at least two separate buoyancy chambers, exclusive of any inflatable floor or bottom. CONCESSIONAIRE shall ensure all watercraft and safety equipment meet the requirements of the Pennsylvania Fish & Boat Commission, the United States Coast Guard, and any other applicable regulatory agencies. Watercraft capacity plates, where required, must be maintained in good, legible condition. MARC reserves the right to demand the removal of any watercraft deemed by MARC to be unsafe or unfit for use.
- 17. CONCESSIONAIRE WATERCRAFT IDENTIFICATION: CONCESSIONAIRE's watercraft shall be clearly marked with the CONCESSIONAIRE's business name or logo, "RENTAL", or some similar identification to allow MARC and other entities to identify rental watercraft as needed for incident investigations, rule enforcement, etc.
- **18. LAUNCH PERMITS**: Pennsylvania Fish and Boat Commission launch permits are not required to use Lake Chillisquaque.



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- 19. REQUIRED SAFETY EQUIPMENT: CONCESSIONAIRE shall furnish as part of all rentals any personal floatation devices (life vests), sound producing devices, and other watercraft safety gear as may be required by the Pennsylvania Fish & Boat Commission, the United States Coast Guard, and any other applicable regulatory agencies. CONCESSIONAIRE shall also provide safety and instructional guidance to all renters. Safety equipment shall be maintained in good, serviceable condition and in appropriate sizes and quantities for all watercraft users. Use of safety equipment shall be included in the watercraft rental fee; no additional fee may be charged for safety equipment use.
- 20. MANDATED LIFE JACKET (PFD) USAGE: CONCESSIONAIRE shall require that all persons less than 18 years of age wear properly fitted and secured personal floatation devices (life vests) at all times while on the water. It is understood this requirement exceeds the requirement of the Pennsylvania Fish & Boat Commission.
- 21. FIRST AID: CONCESSIONAIRE shall maintain a well-stocked first aid kit within the CONCESSIONAIRE'S storage area. Any emergency necessitating the use of emergency personnel or emergency transportation shall be reported by CONCESSIONAIRE to MARC immediately after emergency services have been notified and medical care has been provided.
- **22. EQUIPMENT INSPECTION**: CONCESSIONAIRE shall make his/her equipment available for inspection at the request of MARC at any time during normal business hours.
- 23. EXCLUSIVE OPERATION: CONCESSIONAIRE shall have the exclusive ability to offer unpowered watercraft rentals at the Montour Preserve during the term of this Agreement. However, this Agreement shall in no way limit the ability of private parties or other commercial outfitters to use the Montour Preserve, Lake Chillisquaque, or the site's boat launch, parking areas, and related features.
- **24. PARKING AND ADMISSION**: CONCESSIONAIRE shall not have the right to charge a fee to park any vehicle nor charge admission to the Montour Preserve.
- **25. OTHER RENTAL / SALES**: If so desired, CONCESSIONAIRE may also offer for rent or sale fishing, boating, and picnic supplies as deemed appropriate by MARC and as allowed by governmental entities, except as may be specifically prohibited hereinafter.
- **26. FOOD SAFETY**: If CONCESSIONAIRE offers for sale any food items, CONCESSIONAIRE shall be aware of and comply with all current rules and regulations set by the PA Department of Agriculture and other applicable entities.



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- 27. PROHIBITED ITEMS: CONCESSIONAIRE shall not display or offer for rent or sale any product which is prohibited by the Montour Preserve's site rules or which contains alcohol, tobacco, nicotine, controlled substances, pornography, weapons, text or images of an inflammatory nature, or any other products which might reasonably be assumed to be objectionable to Montour Preserve site visitors. MARC reserves the right to require the removal of any item.
- 28. RENTAL FEES AND PRICES: CONCESSIONAIRE shall be solely responsible for setting watercraft rental fees and other costs.
- **29. ELECTRICAL SERVICE / GENERATOR USE**: Electrical service may be available if required. Additional fees may apply for significant electrical use. CONCESSIONAIRE may utilize a generator, so long as noise levels are minimized and do not negatively affect the experience of other Montour Preserve visitors.
- **30. RADIO USAGE / NOISE**: A small radio or other electronic device may be used at the CONCESSIONAIRE's stand, so long as volume levels are kept at a reasonable level that does not negatively affect the experience of other Montour Preserve visitors.
- **31. SIGNAGE**: CONCESSIONAIRE may post signage on the exterior of his/her watercraft, vehicles, trailers, or structure, so long as such signage contains no content identified herein as Prohibited Items, as shall be determined by MARC.
- **32. SECURITY**: CONCESSIONAIRE shall be solely responsible for the safekeeping of his/her equipment and materials. MARC makes no guarantee against theft, vandalism, or other damages.
- 33. ENFORCEMENT OF SITE RULES: CONCESSIONAIRE shall assist MARC with advertisement and enforcement of Montour Preserve site rules, to include, but not limited to prohibitions on pets, alcohol, swimming, and entry to the Goose Cove Wildlife Refuge. CONCESSIONAIRE shall require customers to leave the Montour Preserve who are found to be violating site rules or who have become disorderly and disruptive to other site visitors. CONCESSIONAIRE shall make renters aware of site rules during the watercraft rental process. It is recommended CONCESSIONAIRE refer renters to <a href="https://montourpreserve.org/preserve-rules/">https://montourpreserve.org/preserve-rules/</a> for site rules.
- **34. LOST AND FOUND**: CONCESSIONAIRE shall make a good faith effort to return any lost and found items to owners. CONCESSIONAIRE shall provide to MARC any items which remain unclaimed after reasonable efforts have been made to return said items.



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- **35. REMOVAL OF MATERIALS**: Within ten days of the termination of this Agreement for any reason, CONCESSIONAIRE shall remove all materials from the Montour Preserve and shall leave the site in good, clean condition.
- **36. SECURITY DEPOSIT**: CONCESSIONAIRE shall provide to MARC a \$250 security deposit, payable at the time of signing this Agreement. This security deposit shall be held by MARC until the Agreement term has ended and MARC has inspected the site for damages. If no damages are found, MARC shall fully refund the deposit to CONCESSIONAIRE within ten (10) business days.

If damages are found, MARC shall offer the CONCESSIONAIRE the opportunity to repair the damages to MARC's satisfaction. If CONCESSIONAIRE fails to repair the damages within five days, MARC shall use some or all of the security deposit to repair the damages and reimburse any MARC time spent on the repairs (at a rate of \$35/hour) and/or \$85 for the removal of excess trash which will not fit into the Montour Preserve's dumpster. Any remaining funds from the security deposit shall then be returned to the CONCESSIONAIRE. If repair and cleanup costs exceed \$250, CONCESSIONAIRE shall be required to reimburse to MARC any additional amounts required to complete the necessary repairs.

- 37. BOOKKEEPING: CONCESSIONAIRE shall maintain proper and complete books and records of accounts for his/her operation under this Agreement. Internal control procedures implemented by CONCESSIONAIRE shall be adequate to ensure that all revenue is accounted for and recorded. CONCESSIONAIRE shall provide to MARC on a monthly basis during the operating season a year-to-date accounting of revenues received under this Agreement.
- 38. FEES / PAYMENT: Within fifteen (15) days of the conclusion of the 2021 operating season (by November 15, 2021) CONCESSIONAIRE shall pay to MARC a donation based upon revenues earned under this Agreement during the 2021 operating season. MARC acknowledges CONCESSIONAIRE may make no donation at the conclusion of the 2021 operating season if operating season revenues do not exceed \$10,000.

If applicable, during the 2022 and 2023 operating seasons, CONCESSIONAIRE shall pay to MARC within fifteen (15) days of the conclusion of each season (by November 15 each year) the following percentages of CONCESSIONAIRE's gross revenues:

\$0 if operating season revenues do not exceed \$10,000 5% of gross revenues if operating season revenues are between \$10,000 - \$20,000 10% of gross revenues if operation season revenues exceed \$20,000



MONTOUR PRESERVE CONCESSION AGREEMENT

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MMISSION
Talan Laurah Daraharahi Chairanana
Tyler Joseph Dombroski, Chairperson
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