



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

## 7:00pm October 25, 2021 Regular Meeting Agenda

Montour Preserve Environmental Education Center, 374 Preserve Rd, Danville, PA 17821  
or <https://us02web.zoom.us/j/89613982348?pwd=WGNxRzhkbVF4ZEdhMTIyRE11b0pqdz09>  
To connect by phone: (929) 205 6099 | Meeting ID: 896 1398 2348 | Passcode: 211106

### Call to Order

### Public Comment

### Officer Reports

- Chairman's Report (Tyler Dombroski)
  - Board member terms of office (*page 36*)
    - Farewell to Mike Mills
- Treasurer's Report (Dr. John Bulger) (*pages 2 - 20*)
- Secretary's Report (Chris Johns)

### Partner Reports

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

### Montour Preserve Concessionaire's Report (Riverside Adventure Company) (*page 21*)

### Assistant Director / Naturalist's Report (Jon Beam) (*page 22*)

### Senior Maintenance Technician's Report (Denny Piatt) (*page 22*)

### Director's Report (Bob Stoudt) (*pages 23 - 32*)

- Stoudt 2021 year-end budget projections (*pages 33 - 35*)

### Old Business


### New Business

- Reinard and Fought Seasonal Maintenance Technicians continued employment
- 2022 Lawn Care Invitation to Bid (*provided separately*)
- Stoudt expense reimbursements (*pages 37 - 38*)
- Montour Preserve security system repair (*pages 39 - 48*)
- PIRMA Forgery / Faithful Performance insurance (*pages 49 - 50*)
- Washingtonville Borough Healing the Planet grant administration

### Other Items

### Adjournment

next meeting: 7:00pm Monday, November 22, 2021

<div>  <b>MARC 2021 Checking Account (ID 40) Register</b> </div>										
Number or Code	Transaction Date	Date Sent to Accounting	Recorded on Bank Statement	Description of Transaction	Credited / Debit to Subaccount for Internal Budgeting	Statement of Revenues & Expenses Line Item	Grant to Credit or Debit (if applicable)	Debit (-)	Credit (+)	Account Balance
6739	8/25/2021	9/7/2021	9/1 - 9/30/21	Dennis Platt (diesel fuel purchase reimbursement)	Montour Preserve (maintenance/misc)	park & trail maintenance	Montour County Hotel Tax	41.32		27,877.20
6740	8/25/2021	9/7/2021	9/1 - 9/30/21	Robert Stoudt (cash expense reimbursements for diesel fuel, concrete filler, and concrete blade)	Hess Recreation Area (maintenance)	park & trail maintenance	Montour County Hotel Tax	93.50		27,783.70
6741	8/25/2021	9/7/2021	9/1 - 9/30/21	Deacon Equipment Company (Montour Preserve pavilion reservation refund)	Montour Preserve pavilion reservation (REFUND)	contributions and user fees (Montour Preserve)		75.00		27,708.70
6742	8/25/2021	9/7/2021	9/1 - 9/30/21	PIRMA (annual insurance renewal)	insurance	insurance	Montour County Hotel Tax	8,829.00		18,879.70
6743	8/25/2021	9/7/2021	9/1 - 9/30/21	Pace Analytical Services, LLC	Montour Preserve (water testing)	park & trail maintenance	Montour County Hotel Tax	215.00		18,664.70
6744	8/25/2021	9/7/2021	9/1 - 9/30/21	H.A. Thomson Co. (employee theft bonding)	insurance	insurance	Montour County Hotel Tax	1,700.00		16,964.70
6745	8/25/2021	9/7/2021	9/1 - 9/30/21	Douglas Fought (payroll 8/1 - 8/14)	payroll - Fought	wages	Montour County Hotel Tax	66.95		16,897.75
6746	8/25/2021	9/7/2021	9/1 - 9/30/21	Lesley Yeich (payroll 8/1 - 8/14)	payroll - Yeich	wages	Montour County Hotel Tax	149.75		16,748.00
6747	8/25/2021	9/7/2021	9/1 - 9/30/21	Craig Reinard (payroll 8/1 - 8/14)	payroll - Reinard	wages	Montour County Hotel Tax	115.38		16,632.62
6748	8/25/2021	9/7/2021	9/1 - 9/30/21	Dennis Platt (payroll 8/1 - 8/14)	payroll - Platt	wages	Montour County Hotel Tax	475.62		16,157.00
6749	8/25/2021	9/7/2021		Jon Beam (payroll 8/1 - 8/14)	payroll - Beam	wages	Montour County Hotel Tax	370.03		15,786.97
6750	8/25/2021	9/7/2021	9/1 - 9/30/21	Robert Stoudt (payroll 8/1 - 8/14)	payroll - Stoudt	wages	Montour County Hotel Tax	1,370.11		14,416.86
6751	8/25/2021	9/7/2021	9/1 - 9/30/21	PPL Electric Utilities	Montour Preserve (electricity)	park & trail maintenance	Montour County Hotel Tax	44.74		14,372.12
6752	8/25/2021	9/7/2021	9/1 - 9/30/21	PPL Electric Utilities	Montour Preserve (electricity)	park & trail maintenance	Montour County Hotel Tax	46.36		14,325.76
6753	8/25/2021	9/7/2021	9/1 - 9/30/21	PPL Electric Utilities	Montour Preserve (electricity)	park & trail maintenance	Montour County Hotel Tax	611.06		13,714.70
6754	8/25/2021	9/7/2021	9/1 - 9/30/21	PPL Electric Utilities	Montour Preserve (electricity)	park & trail maintenance	Montour County Hotel Tax	258.83		13,455.87
6755	8/25/2021	9/7/2021	9/1 - 9/30/21	Pollyanna Easterbrook (security deposit refund)	Montour Preserve (security deposit REFUND)	contributions and user fees (Montour Preserve)		250.00		13,205.87
6756	8/25/2021	9/7/2021	9/1 - 9/30/21	Johnson Controls (Montour Preserve security system service visit)	Montour Preserve (security system)	park & trail maintenance	Montour County Hotel Tax	236.35		12,969.52
6757	8/25/2021	9/7/2021	9/1 - 9/30/21	Verizon	Montour Preserve (telephone)	park & trail maintenance	Montour County Hotel Tax	111.42		12,858.10
6758	8/25/2021	9/7/2021	9/1 - 9/30/21	Erie Insurance (workers' compensation insurance)	insurance	insurance	Montour County Hotel Tax	1,785.00		11,073.10
auto pay	8/26/2021	9/7/2021	8/1 - 8/31/21	MailChimp (monthly email service)	\$11.12 Montour Preserve (email); \$11.13 administration / miscellaneous	\$11.12 park & trail maintenance; \$11.13 miscellaneous expenses	Montour County Hotel Tax	22.25		11,050.85
debit card	8/26/2021	9/7/2021	8/1 - 8/31/21	Cole's Hardware (pruners, paper towels, spray paint)	\$133.52 park maintenance tools & supplies; \$84.59 Montour Preserve (maintenance/misc); \$53.33 special events	\$133.52 park & trail maintenance; \$84.59 park & trail maintenance; \$53.33 special projects	Montour County Hotel Tax	271.44		10,779.41
debit card	8/30/2021	9/7/2021	8/1 - 8/31/21	Cole's Hardware (Pine Sol, bleach, Windex, paper towels)	Hess Recreation Area (restrooms)	park & trail maintenance	Montour County Hotel Tax	52.17		10,727.24
debit card	8/30/2021	9/7/2021	8/1 - 8/31/21	Burst Landscape Supplies (park bench)	Montour Preserve (maintenance/misc)	park & trail maintenance	Montour County Hotel Tax	403.22		10,324.02
debit card	8/30/2021	9/7/2021	8/1 - 8/31/21	Burst Landscape Supplies (truckload mulch)	Montour Preserve (maintenance/misc)	park & trail maintenance	Montour County Hotel Tax	490.25		9,833.77
debit card	8/30/2021	9/7/2021	8/1 - 8/31/21	Burst Landscape Supplies (second truckload mulch)	Montour Preserve (maintenance/misc)	park & trail maintenance	Montour County Hotel Tax	490.25		9,343.52
debit card	8/30/2021	9/7/2021	8/1 - 8/31/21	Amazon.com (hand sanitizer)	Montour Preserve (maintenance/misc)	park & trail maintenance	Montour County Hotel Tax	101.24		9,242.28
debit card	8/30/2021	9/7/2021	8/1 - 8/31/21	Amazon.com (hand wipes)	Montour Preserve (maintenance/misc)	park & trail maintenance	Montour County Hotel Tax	49.99		9,192.29
debit card	8/30/2021	9/7/2021	8/1 - 8/31/21	Amazon.com (soft soap and paper towels)	Montour Preserve (maintenance/misc)	park & trail maintenance	Montour County Hotel Tax	221.58		8,970.71
debit card	8/30/2021	9/7/2021	9/1 - 9/30/21	Carson Dellosa Education (educational programming supplies)	Montour Preserve (programming & educational supplies)	park & trail maintenance	Montour County Hotel Tax	63.97		8,906.74
6759	8/31/2021	9/7/2021		Jon Beam (payroll 8/15 - 8/28)	payroll - Beam	wages	Montour County Hotel Tax	414.29		8,492.45
6760	8/31/2021	9/7/2021	9/1 - 9/30/21	Dennis Platt (payroll 8/15 - 8/28)	payroll - Platt	wages	Montour County Hotel Tax	423.85		8,068.60
6761	8/31/2021	9/7/2021	9/1 - 9/30/21	Lesley Yeich (payroll 8/15 - 8/28)	payroll - Yeich	wages	Montour County Hotel Tax	197.03		7,871.57
6762	8/31/2021	9/7/2021	9/1 - 9/30/21	Doug Fought (payroll 8/15 - 8/28)	payroll - Fought	wages	Montour County Hotel Tax	133.90		7,737.67
6763	8/31/2021	9/7/2021	9/1 - 9/30/21	Craig Reinard (payroll 8/15 - 8/28)	payroll - Reinard	wages	Montour County Hotel Tax	200.97		7,536.70
6764	8/31/2021	9/7/2021	9/1 - 9/30/21	Robert Stoudt (payroll 8/15 - 8/28)	payroll - Stoudt	wages	Montour County Hotel Tax	1,394.47		6,142.23
6765	8/31/2021	9/7/2021	9/1 - 9/30/21	Candy Fisher (Montour Preserve cleaning 6/1 - 8/31)	Montour Preserve (cleaning)	park & trail maintenance	Montour County Hotel Tax	1,488.00		4,654.23
6766	8/31/2021	9/7/2021	9/1 - 9/30/21	Dennis Platt (expense reimbursement for tractor supplies)	Montour Preserve (maintenance/misc)	park & trail maintenance	Montour County Hotel Tax	156.50		4,497.73
6767	8/31/2021	9/7/2021	9/1 - 9/30/21	Ted Heaps Container Service	\$125 Montour Preserve (trash); \$65 Hess Recreation Area (trash)	park & trail maintenance	Montour County Hotel Tax	190.00		4,307.73
debit card	8/31/2021	9/7/2021	9/1 - 9/30/21	Staples (binders, envelopes, Postit notes, paper)	office expenses	office expenses	Montour County Hotel Tax	195.53		4,112.20
deposit	8/31/2021	9/7/2021	8/1 - 8/31/21	deposit	\$50 Hess Recreation Area users' fees; \$955 Montour Preserve pavilion reservation fees; \$1,345 Montour Preserve donations; \$20,050 unrestricted donations	\$50 contributions and user fees (Hess Recreation Area); \$955 contributions and user fees (Montour Preserve); \$1,345 contributions and user fees (Montour Preserve); \$20,050 contributions and user fees (unrestricted)			22,400.00	26,512.20
interest	8/31/2021	9/7/2021	8/1 - 8/31/21	interest	interest	interest income			3.43	26,515.63

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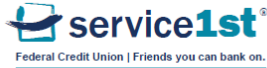
<div>  <b>MARC 2021 Checking Account (ID 40) Register</b> </div>										
Number or Code	Transaction Date	Date Sent to Accounting	Recorded on Bank Statement	Description of Transaction	Credited / Debited to Subaccount for Internal Budgeting	Statement of Revenues & Expenses Line Item	Grant to Credit or Debit (if applicable)	Debit (-)	Credit (+)	Account Balance
debit card	9/2/2021	10/4/2021	9/1 - 9/30/21	USPS Danville (stamps)	office expenses	office expenses	Montour County Hotel Tax	58.00		26,457.63
debit card	9/6/2021	10/4/2021	9/1 - 9/30/21	Amazon.com (hanging file organizer)	office expenses	office expenses	Montour County Hotel Tax	22.10		26,435.53
6768	9/7/2021	10/4/2021	9/1 - 9/30/21	PPL Electric Utilities (Hess electric)	Hess Recreation Area (electricity)	park & trail maintenance	Montour County Hotel Tax	48.28		26,387.25
auto pay	9/15/2021	10/4/2021	9/1 - 9/30/21	US Treasury (August payroll taxes)	payroll taxes	wages	Montour County Hotel Tax	2,309.76		24,077.49
auto pay	9/15/2021	10/4/2021	9/1 - 9/30/21	PA Dept. of Revenue (August payroll taxes)	payroll taxes	wages	Montour County Hotel Tax	330.64		23,746.85
debit card	9/13/2021	10/4/2021	9/1 - 9/30/21	Cole's Hardware (trash bags)	park maintenance tools & supplies	park & trail maintenance	Montour County Hotel Tax	21.18		23,725.67
debit card	9/16/2021	10/4/2021	9/1 - 9/30/21	Turbotville Great Valu (diesel fuel)	Montour Preserve (maintenance/misc)	park & trail maintenance	Montour County Hotel Tax	51.27		23,674.40
6769	9/15/2021	10/4/2021	9/1 - 9/30/21	Dennis Platt (payroll 8/29 - 9/11)	payroll - Platt	wages	Montour County Hotel Tax	406.59		23,267.81
6770	9/15/2021	10/4/2021	9/1 - 9/30/21	Lesley Yeich (payroll 8/29 - 9/11)	payroll - Yeich	wages	Montour County Hotel Tax	252.21		23,015.60
6771	9/15/2021	10/4/2021	9/1 - 9/30/21	Doug Fought (payroll 8/29 - 9/11)	payroll - Fought	wages	Montour County Hotel Tax	185.98		22,829.62
6772	9/15/2021	10/4/2021		Craig Reinard (payroll 8/29 - 9/11)	payroll - Reinard	wages	Montour County Hotel Tax	81.87		22,747.75
6773	9/15/2021	10/4/2021	9/1 - 9/30/21	Robert Stoudt (payroll 8/29 - 9/11)	payroll - Stoudt	wages	Montour County Hotel Tax	1,961.25		20,786.50
6774	9/15/2021	10/4/2021	9/1 - 9/30/21	Pace Analytical Services, LLC	Montour Preserve (water testing)	park & trail maintenance	Montour County Hotel Tax	120.00		20,666.50
deposit	9/17/2021	10/4/2021	9/1 - 9/30/21	deposit	\$720 Montour Preserve pavilion reservations; \$100 Montour Preserve donations; \$474 Girls ROC camp income				1,294.00	21,960.50
6775	9/17/2021	10/4/2021		Big Pop's Mowing	\$971 Hess Recreation Area; \$200 River Drive; \$200 Hopewell Park; \$80 Columbia County projects; \$4,035 Montour Preserve	park & trail maintenance	Montour County Hotel Tax	5,486.00		16,474.50
6776	9/17/2021	10/4/2021	9/1 - 9/30/21	Verizon	Montour Preserve (telephone)	park & trail maintenance	Montour County Hotel Tax	111.42		16,363.08
debit card	9/28/2021	10/4/2021		Dinn Bros. (memorial bench plaque)	Montour Preserve (maintenance/misc)	park & trail maintenance		93.76		16,269.32
auto pay	9/28/2021	10/4/2021	9/1 - 9/30/21	MailChimp (monthly email service)	\$11.12 Montour Preserve (email); \$11.13 administration / miscellaneous	\$11.12 park & trail maintenance; \$11.13 miscellaneous expenses	Montour County Hotel Tax	22.25		16,247.07
debit card	9/29/2021	10/4/2021		Cole's Hardware (bee spray, bird feeder, leaf rakes)	Montour Preserve (maintenance / misc)	park & trail maintenance	Montour County Hotel Tax	76.89		16,170.18
auto pay	9/29/2021	10/4/2021		Zoom	dues and subscriptions	dues & subscriptions	Montour County Hotel Tax	15.89		16,154.29
debit card	9/30/2021	10/4/2021		Amazon.com (first aid kits and supplies)	park maintenance tools & supplies	park & trail maintenance	Montour County Hotel Tax	240.66		15,913.63
6777	9/30/2021	10/4/2021		PPL Electric Utilities (Hess electric)	Hess Recreation Area (electricity)	park & trail maintenance	Montour County Hotel Tax	44.48		15,869.15
6778	9/30/2021	10/4/2021		Jon Beam (payroll 9/12 - 9/25)	payroll - Beam	wages	Montour County Hotel Tax	50.25		15,818.90
6779	9/30/2021	10/4/2021		Dennis Platt (payroll 9/12 - 9/25)	payroll - Platt	wages	Montour County Hotel Tax	543.64		15,275.26
6780	9/30/2021	10/4/2021		Lesley Yeich (payroll 9/12 - 9/25)	payroll - Yeich	wages	Montour County Hotel Tax	102.46		15,172.80
6781	9/30/2021	10/4/2021		Craig Reinard (payroll 9/12 - 9/25)	payroll - Reinard	wages	Montour County Hotel Tax	163.76		15,009.04
6782	9/30/2021	10/4/2021		Doug Fought (payroll 9/12 - 9/25)	payroll - Fought	wages	Montour County Hotel Tax	119.03		14,890.01
6783	9/30/2021	10/4/2021		Robert Stoudt (payroll 9/12 - 9/25)	payroll - Stoudt	wages	Montour County Hotel Tax	857.03		14,032.98
6784	9/30/2021	10/4/2021		Pace Analytical Services, LLC	Montour Preserve (water testing)	park & trail maintenance	Montour County Hotel Tax	192.00		13,840.98
6785	9/30/2021	10/4/2021		PPL Electric Utilities	Montour Preserve (electricity)	park & trail maintenance	Montour County Hotel Tax	45.82		13,795.16
6786	9/30/2021	10/4/2021		PPL Electric Utilities	Montour Preserve (electricity)	park & trail maintenance	Montour County Hotel Tax	263.46		13,531.70
6787	9/30/2021	10/4/2021		PPL Electric Utilities	Montour Preserve (electricity)	park & trail maintenance	Montour County Hotel Tax	529.29		13,002.41
6788	9/30/2021	10/4/2021		PPL Electric Utilities	Montour Preserve (electricity)	park & trail maintenance	Montour County Hotel Tax	44.58		12,957.83
interest	9/30/2021	10/4/2021	9/1 - 9/30/21	dividend interest 9/1 - 9/30	interest	interest income			2.20	12,960.03

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debit card	10/5/2021			Amazon.com (toilet parts)	Montour Preserve (maintenance/misc)	park & trail maintenance	Montour County Hotel Tax	76.92		12,883.11
deposit	10/6/2021			deposit	\$280 Montour Preserve pavilion reservations; \$370 Montour Preserve donations; \$500 donations (unrestricted)	\$280 contributions and user fees (Montour Preserve); \$370 contributions and user fees (Montour Preserve); \$500 contributions and user fees (unrestricted)			1,150.00	14,033.11
transfer	10/6/2021			transfer of Montour County Hotel Tax funds to partially reimburse Hotel Tax eligible expenses incurred 5/16 - 8/30/21			Montour County Hotel Tax		41,791.87	55,824.98
debit card	10/6/2021			USPS Danville (stamps)	office expenses	office expenses	Montour County Hotel Tax	34.80		55,790.18
debit card	10/7/2021			CalTopo, LLC (annual license fee)	dues and subscriptions	dues & subscriptions	Montour County Hotel Tax	100.00		55,690.18
6789	10/7/2021			Big Pop's Mowing	\$821 Hess Recreation Area; \$100 River Drive; \$100 Hopewell Park; \$40 Columbia County projects; \$3,530 Montour Preserve (lawn care)	park & trail maintenance	\$4,551.00 Montour County Hotel Tax	4,591.00		51,099.18
6790	10/7/2021			Ted Heaps Container Service	\$125 Montour Preserve (trash); \$65 Hess Recreation Area (trash)	park & trail maintenance	Montour County Hotel Tax	190.00		50,909.18
6791	10/7/2021			Paula Phillips (Montour Preserve pavilion refund)	Montour Preserve (pavilion rental fee REFUND)	contributions and user fees (Montour Preserve)		75.00		50,834.18
6792	10/11/2021			Pace Analytical Services, LLC	Montour Preserve (water testing)	park & trail maintenance	Montour County Hotel Tax	120.00		50,714.18
6793	10/11/2021			SkyPacket Networks	Montour Preserve (internet service)	park & trail maintenance	Montour County Hotel Tax	197.45		50,516.73
debit card	10/13/2021			Turbotville Landscape & Supply (oak tree)	Montour Preserve (maintenance/misc)	park & trail maintenance		190.79		50,325.94
6794	10/14/2021			MePush	\$49.50 Montour Preserve (website); \$49.50 admin/misc	\$49.50 park & trail maintenance; \$49.50 miscellaneous expenses	Montour County Hotel Tax	99.00		50,226.94
6795	10/14/2021			Erie Insurance (workers' compensation insurance)	insurance	insurance	Montour County Hotel Tax	109.00		50,117.94
6796	10/14/2021			Jon Beam (payroll 9/26 - 10/9)	payroll - Beam	wages	Montour County Hotel Tax	388.13		49,729.81
6797	10/14/2021			Dennis Platt (payroll 9/26 - 10/9)	payroll - Platt	wages	Montour County Hotel Tax	390.36		49,339.45
6798	10/14/2021			Lesley Yeich (payroll 9/26 - 10/9)	payroll - Yeich	wages	Montour County Hotel Tax	204.91		49,134.54
6799	10/14/2021			Doug Fought (payroll 9/26 - 10/9)	payroll - Fought	wages	Montour County Hotel Tax	104.15		49,030.39
6800	10/14/2021			Craig Reinard (payroll 9/26 - 10/9)	payroll - Reinard	wages	Montour County Hotel Tax	78.15		48,952.24
6801	10/14/2021			Hannah Reavy (payroll 9/26 - 10/9)	payroll - Reavy	wages	Montour County Hotel Tax	197.19		48,755.05
6802	10/14/2021			Robert Stoudt (payroll 9/26 - 10/9)	payroll - Stoudt	wages	Montour County Hotel Tax	1,583.40		47,171.65
debit card	10/16/2021			Cole's Hardware (paper towels, toilet paper, trash bags)	Hess Recreation Area (restrooms)	park & trail maintenance	Montour County Hotel Tax	29.60		47,142.05
debit card	10/16/2021			Hilly Ridge (trimmer, battery, and hearing protection)	park maintenance tools & supplies	park & trail maintenance	Montour County Hotel Tax	211.97		46,930.08
auto pay	10/18/2021			US Treasury (September payroll taxes)	payroll taxes	wages	Montour County Hotel Tax	1,220.24		45,709.84
auto pay	10/19/2021			PA Dept. of Revenue (September payroll taxes)	payroll taxes	wages	Montour County Hotel Tax	177.42		45,532.42
debit card	10/20/2021			Cole's Hardware (WD40, tool belt)	Montour Preserve (maintenance/misc)	park & trail maintenance	Montour County Hotel Tax	40.46		45,491.96
debit card	10/21/2021			Clark's Ag Center (hose nozzles, pipe caps, two-cycle oil, splitting axe, concrete)	Montour Preserve (maintenance/misc)	park & trail maintenance	Montour County Hotel Tax	91.67		45,400.29
debit card	10/21/2021			Turbotville Great Value (diesel fuel)	Montour Preserve (maintenance/misc)	park & trail maintenance	Montour County Hotel Tax	56.23		45,344.06
debit card	10/21/2021			Cole's Hardware (bee spray, pipe caps, tool belt)	Montour Preserve (maintenance/misc)	park & trail maintenance	Montour County Hotel Tax	51.01		45,293.05
6803	10/22/2021			PPL Electric Utilities	Montour Preserve (electricity)	park & trail maintenance	Montour County Hotel Tax	291.75		45,001.30
6804	10/22/2021			PPL Electric Utilities	Montour Preserve (electricity)	park & trail maintenance	Montour County Hotel Tax	491.33		44,509.97
6805	10/22/2021			PPL Electric Utilities	Montour Preserve (electricity)	park & trail maintenance	Montour County Hotel Tax	46.26		44,463.71
6806	10/22/2021			PPL Electric Utilities	Montour Preserve (electricity)	park & trail maintenance	Montour County Hotel Tax	37.69		44,426.02
6807	10/22/2021			Verizon	Montour Preserve (telephone)	park & trail maintenance	Montour County Hotel Tax	109.71		44,316.31
auto pay	10/31/2021			Johnson Controls Security Solutions (quarterly security system monitoring)	Montour Preserve (security system)	park & trail maintenance	Montour County Hotel Tax	240.75		44,075.56

## MARC 2021 Savings Account (ID 01) Register

Number or Code	Transaction Date	Date Sent to Accounting	Recorded on Bank Statement	Description of Transaction	Debit (-)	Credit (+)	Account Balance
				2021 beginning balance			33,547.70
transfer	1/22/21	2/4/21	1/1 - 1/31/21	transfer to checking account to reimburse Montour County Hotel Tax eligible expenses incurred 1/1 - 1/22/21	12,789.52		20,758.18
transfer	1/29/21	2/4/21	1/1 - 1/31/21	transfer to checking account to reimburse Montour County Hotel Tax eligible expenses incurred 1/23 - 1/29/21	1,357.14		19,401.04
transfer	2/10/21	3/5/21	2/1 - 2/28/21	transfer to checking account to reimburse Montour County Hotel Tax eligible expenses incurred 2/1 - 2/10/21	4,013.73		15,387.31
deposit	2/12/21	3/5/21	2/1 - 2/28/21	deposit of Q4 2020 Montour County Hotel Tax grant		21,013.43	36,400.74
transfer	2/27/21	3/5/21	2/1 - 2/28/21	transfer to checking account to reimburse Montour County Hotel Tax eligible expenses incurred 2/13 - 2/27/21	6,195.23		30,205.51
transfer	3/31/21	4/5/21	4/1 - 4/30/21	transfer to checking account to reimburse Montour County Hotel Tax eligible expenses incurred 2/28 - 3/30/21	20,216.68		9,988.83
transfer	3/31/21	4/5/21	4/1 - 4/30/21	transfer of Q4 2020 supplemental Montour County Hotel Tax funds deposited to checking account on 3/30		749.28	10,738.11
interest	3/31/21	4/5/21	3/1 - 3/31/21	dividend interest earned 1/1 - 3/31/21		7.28	10,745.39
transfer	4/24/21	5/10/21	4/1 - 4/30/21	transfer to checking account to reimburse (partial) Montour County Hotel Tax eligible expenses incurred 4/1 - 4/24	10,721.02		24.37
deposit	5/22/21	6/15/21	5/1 - 5/31/21	deposit of Q1 2021 Montour County Hotel Tax grant		19,949.88	19,974.25
transfer	5/22/21	6/15/21	5/1 - 5/31/21	transfer of Q4 2020 supplemental Montour County Hotel Tax funds deposited to checking account on 5/11		409.82	20,384.07
transfer	5/22/21	6/15/21	5/1 - 5/31/21	transfer to checking account to reimburse (partial) Montour County Hotel Tax eligible expenses incurred 4/15 - 5/16	20,378.44		5.63
interest	6/30/21	7/13/21	6/1 - 6/30/21	dividend interest earned 4/1 - 6/30/21		0.68	6.31
deposit	8/31/21	9/7/21	8/1 - 8/31/21	deposit of Q2 2021 Montour County Hotel Tax grant		41,787.64	41,793.95
interest	9/30/21	10/4/21	9/1 - 9/30/21	dividend interest earned 7/1 - 9/30/21		3.55	41,797.50
transfer	10/6/21			transfer to checking account to reimburse (partial) Montour County Hotel Tax eligible expenses incurred 5/16 - 8/30/21	41,791.87		5.63



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## Summary of Accounts:

	Ending Balance	YTD Dividend	Member Number: 584727
<b>Savings</b>			
01 - REGULAR SAVINGS	41,793.95	7.96	
<b>40 - CHECKING</b>	52,460.56	37.90	
<b>Total</b>	<b>94,254.51</b>	<b>45.86</b>	

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

### ID 01 REGULAR SAVINGS

Trans	Eff Date	Transaction	Deposit	Withdrawal	Balance
Aug 1		Balance Forward			6.31
Aug 31		Deposit by Check	41,787.64		41,793.95
Aug 31		Ending Balance			41,793.95
		Total Deposits 41,787.64			

### ID 40 CHECKING

Trans	Eff Date	Transaction	Deposit	Withdrawal	Balance
Aug 1		Balance Forward			56,282.55
Aug 2		Withdrawal ACH UNEMP COMP EFT TYPE: PADLIUCCON ID: 1236003133 CO: UNEMP COMP EFT		-180.87	56,101.68
Aug 2		Withdrawal Debit Card 8/1 PP*COLESHARDWADANVILLE DANVILLE PA		-84.15	56,017.53
Aug 2		Draft 6686		-160.03	55,857.50
Aug 2	Aug 03	Recurring Withdrawal Bill Payment #422438 TYCOINTEGRATEDSECURITY 800-289-2647 IN		-223.96	55,633.54
Aug 3		Withdrawal Debit Card 8/2 CLARKS AG CENTER TURBOTVILLE PA		-41.91	55,591.63
Aug 3		Withdrawal Debit Card 8/2 CLARKS AG CENTER TURBOTVILLE PA		-23.70	55,567.93
Aug 3		Draft 6702		-6,619.00	48,948.93
Aug 5		Withdrawal ACH DANVILLE AREA EA TYPE: TAX PAYMNT ID: 1232266087 CO: DANVILLE AREA EA		-483.42	48,465.51
Aug 5		Withdrawal Debit Card 8/4 PP*COLESHARDWADANVILLE DANVILLE PA		-113.88	48,351.63
Aug 6		Deposit by Check	2,582.16		50,933.79
Aug 9		Draft 6713		-1,972.93	48,960.86
Aug 9		Draft 6737		-2,249.13	46,711.73
Aug 10		Draft 6724		-1,268.84	45,442.89
Aug 11		Draft 6710		-111.35	45,331.54

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Member Number: 584727 Statement Period: 08/01/2021-08/31/2021

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### ID 40 CHECKING - Continued

Trans	Eff Date	Transaction	Deposit	Withdrawal	Balance
		Processed Check - VERIZON FINANCIA TYPE: PAYMENTS ID: 7204096069			
Aug 11		Draft 6734		-55.17	45,276.37
Aug 11		Draft 6714		-141.87	45,134.50
Aug 11		Draft 6715		-342.87	44,791.63
Aug 11		Draft 6733		-441.44	44,350.19
Aug 11		Draft 6712		-2,782.50	41,567.69
Aug 12		Draft 6718		-44.37	41,523.32
Aug 12		Draft 6719		-47.07	41,476.25
Aug 12		Draft 6729		-50.75	41,425.50
Aug 12		Draft 6722		-100.00	41,325.50
Aug 12		Draft 6721		-263.47	41,062.03
Aug 12		Draft 6720		-520.62	40,541.41
Aug 13		Draft 6731		-104.94	40,436.47
Aug 16		Withdrawal ACH COMMWLTHOFPA INT TYPE: PAEMPLOYTX ID: 1236003133 CO: COMMWLTHOFPA INT		-241.39	40,195.08
Aug 16		Withdrawal ACH IRS TYPE: USATAXPYMT ID: 3387702000 CO: IRS		-1,779.02	38,416.06
Aug 16		Draft 6726		-75.00	38,341.06
Aug 16		Draft 6735		-119.03	38,222.03
Aug 16		Draft 6732		-432.48	37,789.55
Aug 16		Draft 6716		-483.24	37,306.31
Aug 16		Draft 6711		-1,500.00	35,806.31
Aug 16		Draft 6723		-2,500.00	33,306.31
Aug 23		Draft 6730		-190.00	33,116.31
Aug 24		Recurring Withdrawal Debit Card SFFCU CHK CRD 8/23 ZOOM.US 888-799-9666 WWW.ZOOM.US CA		-15.89	33,100.42
Aug 24		Draft 6728		-161.53	32,938.89
Aug 24		Draft 6727		-188.51	32,750.38
Aug 24		Draft 6725		-375.00	32,375.38
Aug 27		Withdrawal Debit Card 8/26 MAILCHIMP *MONTHLY MAILCHIMP.COM GA		-22.25	32,353.13
Aug 27		Withdrawal Debit Card 8/26 PP*COLESHARDWADANVILLE DANVILLE PA		-271.44	32,081.69
Aug 27		Certified Draft 0000006717 for \$59.54			
Aug 27		Certified Draft 0000006736 for \$156.32			
Aug 30		Draft 6717		-59.54	32,022.15
Aug 30		Draft 6736		-156.32	31,865.83
Aug 30	Aug 31	Withdrawal POS #195014 AMAZON.COM*259SS1MU0 SEATTLE WA		-221.58	31,644.25
Aug 31		Withdrawal POS #793681 AMAZON.COM*2562775P0 SEATTLE WA		-49.99	31,594.26
Aug 31		Withdrawal Debit Card 8/30 PP*COLESHARDWADANVILLE DANVILLE PA		-52.17	31,542.09
Aug 31		Withdrawal Debit Card 8/30 BURST LANDSCAPE SUPPLIES DANVILLE PA		-403.22	31,138.87
Aug 31		Withdrawal Debit Card 8/30 BURST LANDSCAPE SUPPLIES DANVILLE PA		-490.25	30,648.62
Aug 31		Withdrawal Debit Card 8/30 BURST LANDSCAPE SUPPLIES DANVILLE PA		-490.25	30,158.37
Aug 31		Deposit by Check	22,400.00		52,558.37
Aug 31		Withdrawal POS #641311		-101.24	52,457.13

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Member Number: 584727 Statement Period: 08/01/2021-08/31/2021

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### ID 40 CHECKING - Continued

Trans	Eff Date	Transaction	Deposit	Withdrawal	Balance
		AMAZON.COM*255ZU04L2 SEATTLE WA			
Aug 31		Deposit Dividend Dividend Post	3.43		52,460.56
		Annual Percentage Yield Earned 0.100% from 08/01/2021 through 08/31/2021			
Aug 31		Ending Balance			52,460.56
		Total Deposits 24,985.59			
		Total Withdrawals 28,807.58			

#### Drafts for 40 - CHECKING

Date	Draft Number	Amount	Date	Draft Number	Amount	Date	Draft Number	Amount
Aug 2	□ 6686	160.03	Aug 12	□ 6718	44.37	Aug 24	□ 6728	161.53
Aug 3	□ 6702*	6,619.00	Aug 12	□ 6719	47.07	Aug 12	□ 6729	50.75
Aug 11	□ 6710*	111.35	Aug 12	□ 6720	520.62	Aug 23	□ 6730	190.00
Aug 16	□ 6711	1,500.00	Aug 12	□ 6721	263.47	Aug 13	□ 6731	104.94
Aug 11	□ 6712	2,782.50	Aug 12	□ 6722	100.00	Aug 16	□ 6732	432.48
Aug 9	□ 6713	1,972.93	Aug 16	□ 6723	2,500.00	Aug 11	□ 6733	441.44
Aug 11	□ 6714	141.87	Aug 10	□ 6724	1,268.84	Aug 11	□ 6734	55.17
Aug 11	□ 6715	342.87	Aug 24	□ 6725	375.00	Aug 16	□ 6735	119.03
Aug 16	□ 6716	483.24	Aug 16	□ 6726	75.00	Aug 30	□ 6736	156.32
Aug 30	□ 6717	59.54	Aug 24	□ 6727	188.51	Aug 9	□ 6737	2,249.13

\* denotes skipped sequence

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

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Statement Period: 09/01/2021-09/30/2021

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## Summary of Accounts:

	Ending Balance	YTD Dividend	Member Number: 584727
<b>Savings</b>			
01 - REGULAR SAVINGS	41,797.50	11.51	
40 - CHECKING	22,695.22	40.10	
<b>Total</b>	<b>64,492.72</b>	<b>51.61</b>	

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

### ID 01 REGULAR SAVINGS

Trans	Eff Date	Transaction	Deposit	Withdrawal	Balance
Sep 1		Balance Forward			41,793.95
Sep 30		Deposit Dividend Dividend Post	3.55		41,797.50
		Annual Percentage Yield Earned 0.100% from 07/01/2021 through 09/30/2021			
		On Average Daily Balance of 14,086.93			
Sep 30		Ending Balance			41,797.50
		Total Deposits 3.55			

### ID 40 CHECKING

Trans	Eff Date	Transaction	Deposit	Withdrawal	Balance
Sep 1		Balance Forward			52,460.56
Sep 1		Withdrawal Debit Card		-63.97	52,396.59
		8/31 CARSON DELLOSA EDUCATION 800-321-0943 NC			
Sep 1		Withdrawal Debit Card		-195.53	52,201.06
		8/31 STAPLES 0634 BLOOMSBURG PA			
Sep 3		Withdrawal Debit Card		-58.00	52,143.06
		9/2 USPS PO 41190008 410 MILL DANVILLE PA			
Sep 6		Withdrawal POS #255817		-22.10	52,120.96
		AMAZON.COM*251AY7X22 SEATTLE WA			
Sep 7		Draft 6739		-41.32	52,079.64
Sep 7		Draft 6740		-93.50	51,986.14
Sep 7		Draft 6766		-156.50	51,829.64
Sep 7		Draft 6743		-215.00	51,614.64
Sep 7		Draft 6760		-423.85	51,190.79
Sep 7		Draft 6748		-475.62	50,715.17
Sep 7		Draft 6750		-1,370.11	49,345.06
Sep 7		Draft 6764		-1,394.47	47,950.59
Sep 7		Draft 6738		-4,241.00	43,709.59
Sep 8		Certified Draft 0000006763 for \$200.97			
Sep 8		Certified Draft 0000006747 for \$115.38			
Sep 8		Draft 6755		-250.00	43,459.59

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**Member Number:** 584727 **Statement Period:** 09/01/2021-09/30/2021

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### ID 40 CHECKING - Continued

Trans	Eff Date	Transaction	Deposit	Withdrawal	Balance
Sep 8		Draft 6744		-1,700.00	41,759.59
Sep 8		Draft 6742		-8,829.00	32,930.59
Sep 9		Draft 6757		-111.42	32,819.17
		Processed Check - VERIZON FINANCIA TYPE: PAYMENTS ID: 7204096069			
Sep 9		Draft 6747		-115.38	32,703.79
Sep 9		Draft 6746		-149.75	32,554.04
Sep 9		Draft 6761		-197.03	32,357.01
Sep 9		Draft 6763		-200.97	32,156.04
Sep 9		Draft 6758		-1,785.00	30,371.04
Sep 10		Draft 6751		-44.74	30,326.30
Sep 10		Draft 6752		-46.36	30,279.94
Sep 10		Draft 6754		-258.83	30,021.11
Sep 10		Draft 6753		-611.06	29,410.05
Sep 10		Draft 6765		-1,488.00	27,922.05
Sep 13		Draft 6745		-66.95	27,855.10
Sep 13		Draft 6741		-75.00	27,780.10
Sep 13		Draft 6762		-133.90	27,646.20
Sep 13		Draft 6767		-190.00	27,456.20
Sep 13		Draft 6756		-236.35	27,219.85
Sep 14		Withdrawal Debit Card		-21.18	27,198.67
		9/13 PP*COLESHARDWADVILL DANVILLE PA			
Sep 15		Withdrawal ACH COMMWLTHOFPA INT		-330.64	26,868.03
		TYPE: PAEMPLOYTX ID: 1236003133 CO: COMMWLTHOFPA INT			
Sep 15		Withdrawal ACH IRS		-2,309.76	24,558.27
		TYPE: USATAXPYMT ID: 3387702000 CO: IRS			
Sep 17		Deposit	1,294.00		25,852.27
Sep 18		Withdrawal Debit Card		-51.27	25,801.00
		9/16 TURBOTVILLE GREAT VAL TURBOTVILLE PA			
Sep 20		Certified Draft 0000006773 for \$1,961.25			
Sep 21		Draft 6773		-1,961.25	23,839.75
Sep 23		Draft 6768		-48.28	23,791.47
Sep 24		Draft 6776		-111.42	23,680.05
		Processed Check - VERIZON FINANCIA TYPE: PAYMENTS ID: 7204096069			
Sep 24		Draft 6774		-120.00	23,560.05
Sep 27		Draft 6769		-406.59	23,153.46
Sep 28		Draft 6770		-252.21	22,901.25
Sep 29		Draft 6771		-185.98	22,715.27
Sep 30		Recurring Withdrawal Debit Card SFFCU CHK CRD		-22.25	22,693.02
		9/28 MAILCHIMP *MONTHLY MAILCHIMP.COM GA			
Sep 30		Certified Draft 0000006772 for \$81.87			
Sep 30		Deposit Dividend Dividend Post	2.20		22,695.22
		Annual Percentage Yield Earned 0.090% from 09/01/2021 through 09/30/2021			
Sep 30		<b>Ending Balance</b>			<b>22,695.22</b>
		<b>Total Deposits 1,296.20</b>			
		<b>Total Withdrawals 31,061.54</b>			

#### Drafts for 40 - CHECKING

Date	Draft Number	Amount	Date	Draft Number	Amount	Date	Draft Number	Amount
Sep 7	□ 6738	4,241.00	Sep 8	□ 6744	1,700.00	Sep 10	□ 6751	44.74
Sep 7	□ 6739	41.32	Sep 13	□ 6745	66.95	Sep 10	□ 6752	46.36
Sep 7	□ 6740	93.50	Sep 9	□ 6746	149.75	Sep 10	□ 6753	611.06
Sep 13	□ 6741	75.00	Sep 9	□ 6747	115.38	Sep 10	□ 6754	258.83
Sep 8	□ 6742	8,829.00	Sep 7	□ 6748	475.62	Sep 8	□ 6755	250.00
Sep 7	□ 6743	215.00	Sep 7	□ 6750*	1,370.11	Sep 13	□ 6756	236.35

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**Member Number:** 584727 **Statement Period:** 09/01/2021-09/30/2021

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**Drafts for 40 - CHECKING - Continued**

Date	Draft Number	Amount	Date	Draft Number	Amount	Date	Draft Number	Amount
Sep 9	□ 6757	111.42	Sep 7	□ 6764	1,394.47	Sep 28	□ 6770	252.21
Sep 9	□ 6758	1,785.00	Sep 10	□ 6765	1,488.00	Sep 29	□ 6771	185.98
Sep 7	□ 6760*	423.85	Sep 7	□ 6766	156.50	Sep 21	□ 6773*	1,961.25
Sep 9	□ 6761	197.03	Sep 13	□ 6767	190.00	Sep 24	□ 6774	120.00
Sep 13	□ 6762	133.90	Sep 23	□ 6768	48.28	Sep 24	□ 6776*	111.42
Sep 9	□ 6763	200.97	Sep 27	□ 6769	406.59			

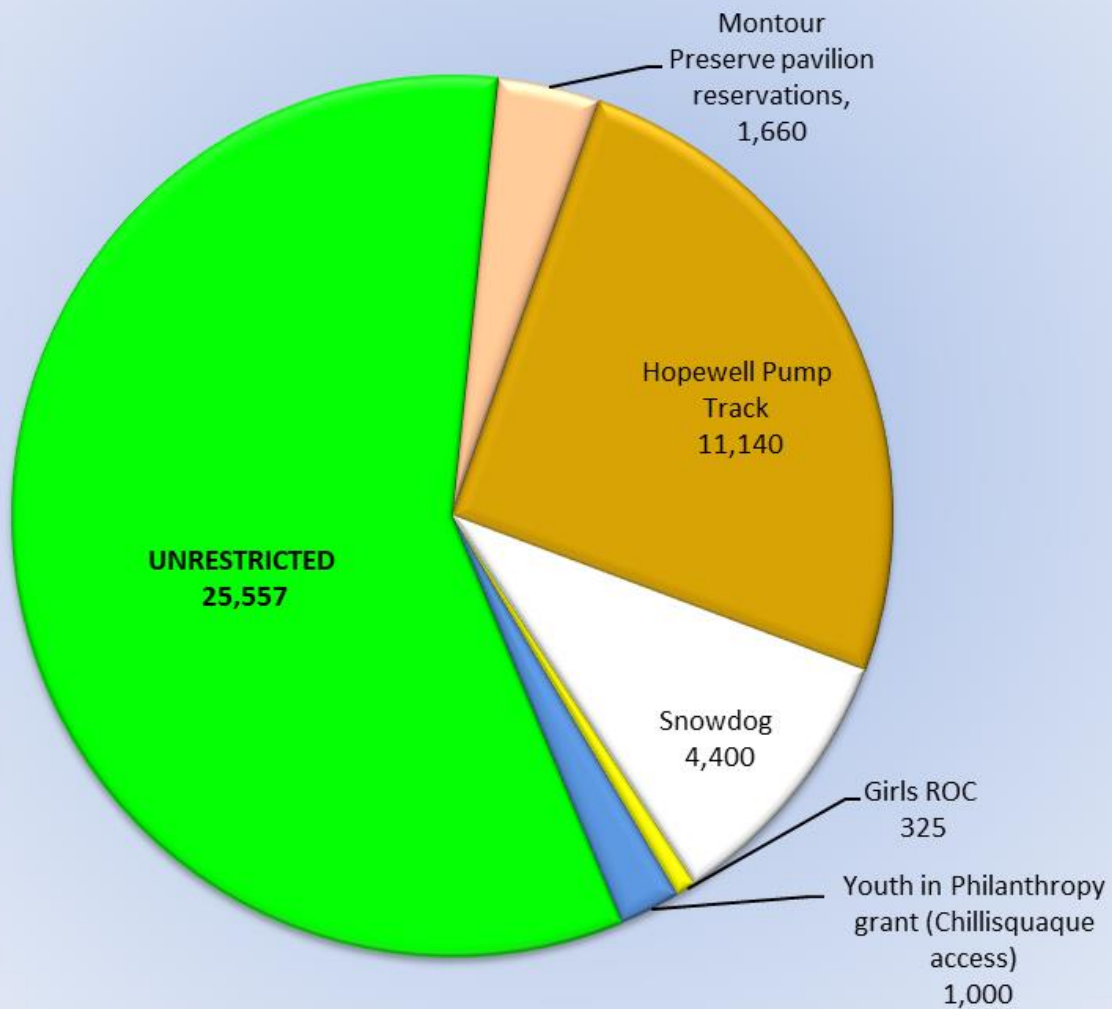
\* denotes skipped sequence

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

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MARC Account Reconciliation - Service 1st Accounts			
UPDATED 9/30/2021			
		ending balance from 9/30/2021 bank statement	\$ 64,492.72
		deposits not yet posted (detailed below)	\$ -
		subtotal	\$ 64,492.72
		withdrawals not yet cleared (detailed below)	\$ 9,735.19
		calculated balance (should agree with actual combined balance)	\$ 54,757.53
		balance (savings account ID01)	\$ 41,797.50
		balance (checking account ID40)	\$ 12,960.03
		actual combined balance	\$ 54,757.53
		difference	\$ -
DEPOSITS NOT YET POSTED			
TRANSACTION DATE	CHECK #	DESCRIPTION OF TRANSACTION	AMOUNT
TOTAL			\$ -
WITHDRAWALS NOT YET CLEARED			
TRANSACTION DATE	CHECK #	DESCRIPTION OF TRANSACTION	AMOUNT
8/25/2021	6749	Jon Beam (payroll 8/1 - 8/14)	370.03
8/31/2021	6759	Jon Beam (payroll 8/15 - 8/28)	414.29
9/15/2021	6772	Craig Reinard (payroll 8/29 - 9/11)	81.87
9/17/2021	6775	Big Pop's Mowing	5,486.00
9/28/2021	debit card	Dinn Bros. (memorial bench plaque)	93.76
9/29/2021	debit card	Cole's Hardware (bee spray, bird feeder, leaf rakes)	76.89
9/29/2021	auto pay	Zoom	15.89
9/30/2021	debit card	Amazon.com (first aid kits and supplies)	240.66
9/30/2021	6777	PPL Electric Utilities (Hess electric)	44.48
9/30/2021	6778	Jon Beam (payroll 9/12 - 9/25)	50.25
9/30/2021	6779	Dennis Piatt (payroll 9/12 - 9/25)	543.64
9/30/2021	6780	Lesley Yeich (payroll 9/12 - 9/25)	102.46
9/30/2021	6781	Craig Reinard (payroll 9/12 - 9/25)	163.76
9/30/2021	6782	Doug Fought (payroll 9/12 - 9/25)	119.03
9/30/2021	6783	Robert Stoudt (payroll 9/12 - 9/25)	857.03
9/30/2021	6784	Pace Analytical Services, LLC	192.00
9/30/2021	6785	PPL Electric Utilities	45.82
9/30/2021	6786	PPL Electric Utilities	263.46
9/30/2021	6787	PPL Electric Utilities	529.29
9/30/2021	6788	PPL Electric Utilities	44.58
TOTAL			\$ 9,735.19

**MARC FUNDS EARMARKS AS OF 10/22/21**  
**COMBINED ACCOUNT BALANCE: \$44,081.19**



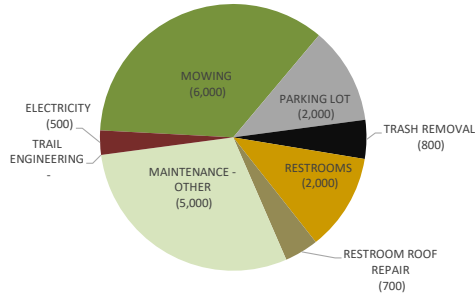
# MONTOUR AREA RECREATION COMMISSION MANAGED SITES 2021 BUDGETS

BUDGET ADOPTED 11/23/2020; YEAR-TO-DATE INFORMATION UPDATED 10/22/21

## HESS RECREATION AREA 2021 BUDGET

EXPENSE	YEAR-TO-DATE ACTUAL	BUDGET
MOWING	(5,709.00)	(6,000)
PARKING LOT	(7,642.50)	(2,000)
TRASH REMOVAL	(750.00)	(800)
RESTROOMS	(1,068.30)	(2,000)
RESTROOM ROOF REPAIR	-	(700)
MAINTENANCE - OTHER	(9,868.93)	(5,000)
TRAIL ENGINEERING	-	-
ELECTRICITY	(477.11)	(500)
<b>TOTAL</b>	<b>(25,515.84)</b>	<b>(17,000)</b>

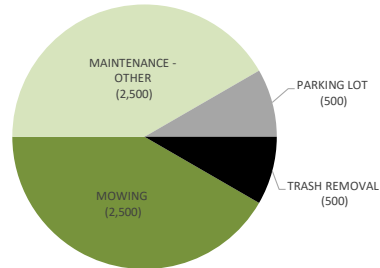
## 2021 HESS RECREATION AREA BUDGETED EXPENSES



## HOPEWELL PARK 2021 BUDGET

EXPENSE	YEAR-TO-DATE ACTUAL	BUDGET
MOWING	(1,070.00)	(2,500)
MAINTENANCE - OTHER	(6,734.09)	(2,500)
PARKING LOT	-	(500)
TRASH REMOVAL	(50.00)	(500)
<b>TOTAL</b>	<b>(7,854.09)</b>	<b>(6,000)</b>

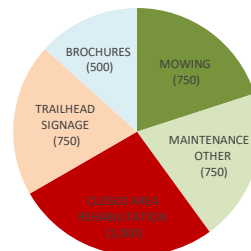
## 2021 HOPEWELL PARK BUDGETED EXPENSES



## NORTH BRANCH CANAL TRAIL (MONTOUR) 2021 BUDGET

EXPENSE	YEAR-TO-DATE ACTUAL	BUDGET
MOWING	(290.00)	(750)
MAINTENANCE - OTHER	(564.65)	(750)
CLOSED AREA REHABILITATION	-	(1,000)
TRAILHEAD SIGNAGE	-	(750)
BROCHURES	(238.50)	(500)
<b>TOTAL</b>	<b>(1,093.15)</b>	<b>(3,750)</b>

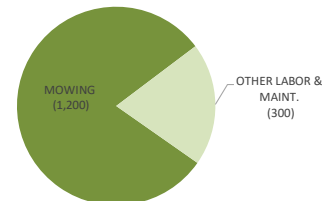
## 2021 NORTH BRANCH CANAL TRAIL (MONTOUR CO.) BUDGETED EXPENSES



## NBCT PARKING / RIVER ACCESS 2021 BUDGET


EXPENSE	YEAR-TO-DATE ACTUAL	BUDGET
MOWING	(900.00)	(1,200)
OTHER LABOR & MAINT.	(37.00)	(300)
<b>TOTAL</b>	<b>(937.00)</b>	<b>(1,500)</b>

## 2021 NBCT PARKING / RIVER ACCESS BUDGETED EXPENSES



2021 MONTOUR PRESERVE INCOME		AMOUNT
Carryover starting balance from 2020	\$	-
2021 donations received direct to MARC checking	\$	5,827.82
2021 pavilion / auditorium reservations completed YTD	\$	12,500.00
donations granted from CSCF fund	\$	40,000.00
Montour County Hotel Tax expense reimbursements	\$	47,465.50
<b>2021 YTD INCOME TOTAL</b>	<b>\$</b>	<b>105,793.32</b>
MONTOUR PRESERVE INCOME (RESTRICTED)		AMOUNT
pavilion & auditorium reservations	\$	1,660.00
<b>TOTAL RESTRICTED INCOME</b>	<b>\$</b>	<b>1,660.00</b>
MARC 2021 MONTOUR PRESERVE LABOR SUMMARY		
EMPLOYEE	HOURS	AMOUNT
STOUDT	866.50	\$ (23,367.08)
BEAM	333.25	\$ (8,391.24)
PIATT	443.50	\$ (10,679.48)
YEICH	210.50	\$ (4,146.85)
FOUGHT	64.50	\$ (1,200.35)
REINARD	14.50	\$ (269.85)
REAVY	11.50	\$ (214.02)
<b>TOTAL</b>	<b>1,944.25</b>	<b>\$ (48,268.85)</b>
2021 MONTOUR PRESERVE ACCOUNTING SUMMARY		AMOUNT
Carryover starting balance from 2020	\$	-
donations received direct to MARC checking	\$	5,827.82
pavilion / auditorium reservations completed YTD	\$	12,500.00
donations granted from CSCF Montour Preserve Fund	\$	40,000.00
Montour County Hotel Tax reimbursements	\$	47,465.50
expenses incurred	\$	(65,737.68)
MARC labor year-to-date	\$	(48,268.85)
<b>2021 YEAR-TO-DATE PROJECT BALANCE</b>	<b>\$</b>	<b>(8,213.21)</b>



 <b>MONTOUR PRESERVE 2021 BUDGET</b>		
ADOPTED 11/23/20		
YEAR-TO-DATE ACTUAL AS OF 10/22/21		
EXPENSE	YEAR-TO-DATE ACTUAL	BUDGET
personnel	(48,268.85)	(49,000.00)
SITE MAINTENANCE & OPERATIONS	cleaning service	(3,520.00)
	HVAC system maintenance	(1,552.13)
	lawn care	(22,195.00)
	parking lot / road maintenance	-
	security system	(1,148.98)
	sewage pumping	(450.00)
	supplies / misc.	(14,724.18)
	water testing	(972.00)
	wildlife management	(1,983.66)
	picnic area restroom plumbing repair	(1,725.25)
	trail markers and signage	(185.06)
UTILITIES	electric	(11,517.18)
	internet service	(566.96)
	telephone	(1,115.47)
	trash service	(1,250.00)
	website hosting / email service	(519.84)
brochures and promotional materials	(2,248.00)	(2,000.00)
programming and educational supplies	(63.97)	(500.00)
<b>EXPENSE TOTAL</b>	<b>\$ (114,006.53)</b>	<b>\$(123,000.00)</b>



## MARC 2021 BUDGET

ADOPTED 11/23/2020; YEAR-TO-DATE INFORMATION UPDATED AS OF 10/22/21

EXPENSE		YEAR-TO-DATE ACTUAL EXPENSES	BUDGETED EXPENSES	FUNDING SOURCES	YEAR-TO-DATE ACTUAL INCOME	BUDGETED INCOME	YEAR-TO-DATE LINE ITEM SURPLUS / (DEFICIT)	BUDGETED LINE ITEM SURPLUS / (DEFICIT)
PARK & TRAIL MAINTENANCE	Columbia County Projects (including North Branch Canal Trail)	(912.35)	(2,000.00)	Columbia County Hotel Tax Grant	-	2,000.00	(912.35)	-
	Hess Recreation Area	(25,583.12)	(17,000.00)	User Fees	1,471.00	1,000.00	(24,112.12)	(16,000.00)
	Hopewell Park / Danville Borough Farm Trails	(7,881.00)	(6,000.00)		-	-	(7,881.00)	(6,000.00)
	Montour Preserve	(114,006.53)	(123,000.00)	Pavilion / Auditorium Rental Fees	12,500.00	9,000.00	(55,678.71)	(65,000.00)
				Donations	5,827.82	9,000.00		
				Transfer From Central Susquehanna Community Foundation Fund	40,000.00	40,000.00		
	North Branch Canal Trail (Montour County)	(1,093.15)	(3,750.00)		-	-	(1,093.15)	(3,750.00)
	North Branch Canal Trail Parking / River Access	(937.00)	(1,500.00)		-	-	(937.00)	(1,500.00)
SPECIAL PROJECTS & EVENTS	Tools & Supplies	(2,219.09)	(2,500.00)		-	-	(2,219.09)	(2,500.00)
	All-Terrain Vehicle Purchase (*)	-	(13,000.00)	Grants (*)	-	13,000.00	-	-
	Bicycle / Pedestrian Safety Projects	(342.27)	(2,500.00)		-	-	(342.27)	(2,500.00)
	Bicycle Routes Mapping and Promotion	(13.69)	(1,000.00)		-	-	(13.69)	(1,000.00)
	Chilli Challenge Adventure Triathlon	(87.46)	(6,000.00)	Race Registration Fees [\$5,500] and Sponsorships [\$500]	-	6,000.00	(87.46)	-
	Danville Borough Play Set Installation	-	(2,000.00)		-	-	-	(2,000.00)
	Girls ROC Camp (*)	(350.04)	(1,000.00)	Grants, Donations, and Participant Fees (*)	674.71	1,000.00	324.67	-
	Hopewell Park Pump Track Design and Planning	(40.00)	(2,500.00)		11,180.00	-	11,140.00	(2,500.00)
	Regional Mountain Biking Promotion	(2,411.82)	(2,000.00)		-	-	(2,411.82)	(2,000.00)
	Riverside Borough Parks Revitalization	-	(2,000.00)		-	-	-	(2,000.00)
	Snowdog Trail Groomer Purchase (*)	-	-	Grants and Donations	4,400.00	-	-	-
	Special Projects and Events - Other	(3,278.87)	(1,500.00)		-	-	(3,278.87)	(1,500.00)
	Tourism Promotion Special Projects - Other	(1,581.31)	(1,500.00)		-	-	(1,581.31)	(1,500.00)
	Washingtonville Revitalization Projects	(3,071.66)	(4,000.00)	Donations and grants (Youth in Philanthropy Chillisquaque access)	1,711.75	2,000.00	(1,359.91)	(2,000.00)
	Wellness Special Projects	(162.15)	(1,000.00)		-	-	(162.15)	(1,000.00)
ADMIN / INSURANCE	Accounting	(1,115.00)	(1,500.00)		-	-	(1,115.00)	(1,500.00)
	Administration / Misc. Other (Includes Stoudt Admin. Labor)	(20,434.60)	(17,000.00)		-	-	(20,434.60)	(17,000.00)
	Audit	(6,800.00)	(3,000.00)		-	-	(6,800.00)	(3,000.00)
	Dues & Licensing Fees	(1,352.01)	(2,500.00)		-	-	(1,352.01)	(2,500.00)
	Fundraising	(1,156.40)	(1,000.00)		-	-	(1,156.40)	(1,000.00)
	Insurance (D&O, General, & Workers' Comp)	(12,423.00)	(13,000.00)		-	-	(12,423.00)	(13,000.00)
	Office Supplies	(1,349.96)	(1,500.00)		-	-	(1,349.96)	(1,500.00)
OTHER	Public Notices	(538.90)	(500.00)		-	-	(538.90)	(500.00)
				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
				Montour County Hotel Tax 2020 Carryover Balance	33,542.07	20,000.00	33,542.07	20,000.00
				Montour County Hotel Tax 2021 Grants	83,921.56	90,000.00	83,921.56	90,000.00
				Other Income	4,040.10	500.00	4,040.10	500.00
TOTAL EXPENSES		(209,141.38)	(235,750.00)	TOTAL INCOME	251,678.39	238,500.00	38,137.02	2,750.00

NOTE: Budget line items marked with (\*) will occur only if grants and/or donations can be secured to fully fund the projects.

### **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.

5:43 AM

10/21/21



Cash Basis

**Montour Area Recreation Commission**  
**Statement of Financial Position**  
As of September 30, 2021

	Sep 30, 21
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
Service 1st - Savings	41,797.50
Service 1st FCU	12,960.03
Total Checking/Savings	54,757.53
Total Current Assets	54,757.53
<b>TOTAL ASSETS</b>	<b>54,757.53</b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Advance Payments Received	
Hess Field User Fees	200.00
Preserve Reservations	2,227.50
Total Advance Payments Received	2,427.50
Payroll Liabilities	1,963.59
Total Other Current Liabilities	4,391.09
Total Current Liabilities	4,391.09
Total Liabilities	4,391.09
Equity	
Retained Earnings	39,122.41
Net Income	11,244.03
Total Equity	50,366.44
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>54,757.53</b>

No Assurance Provided

Page 1

COMMUNITY GIVING FOUNDATION (CGF) FUND BALANCES AS OF 10/19/21	
FUND	BALANCE
MARC Non-Endowed Fund	\$ 9,183.21
MARC Endowed Fund	\$ 4,306.17
Hopewell Park Pump Track Fund	\$ 26,715.82
Washingtonville Revitalization Fund	\$ 2,130.72
Montour Preserve Fund	\$ 76,711.98
<b>TOTAL</b>	<b>\$ 119,047.90</b>
<b>NOTES AND DISCLAIMERS REGARDING CGF FUNDS</b>	
<p><i>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.</i></p>	
<p><i>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></p>	
 <b>Community Giving FOUNDATION™</b>	
I do hereby attest this to be an accurate and complete accounting of MARC-affiliated funds at the Community Giving Foundation.	
	10/19/2021
Robert Stoudt, MARC Director	Date

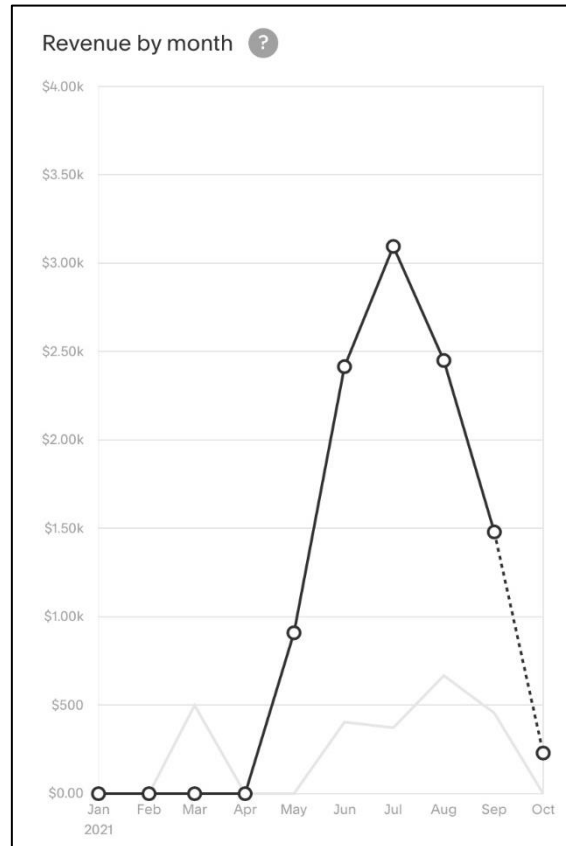
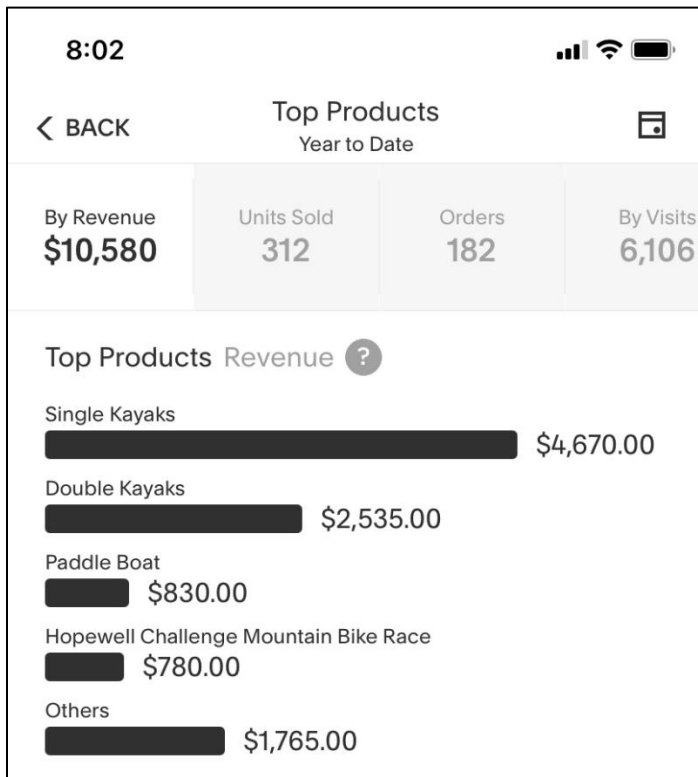
## MONTOUR PRESERVE CONCESSIONAIRE'S REPORT

Attached are the continued analytics for online sales for the summer season. As of august sales for the kayak kiosk have slowly declined, with inclement weather in play, the start of the school season and hesitation grabbing ahold of customers.

Overall we have grabbed the attention of the surrounding community and set ourselves up for continued success/attraction in the future season(s).

We have started to look toward the 2022 season with a more organized design of weekend activities such a paddle groups and small scale cycling events. The Kayak Kiosk will be in place at the start of the season and fully functioning, with the green school bus being removed from this seasons location.

We will be holding a MINI Chilli Challenge Triathlon on the 30th of October at the Montour preserve. This event will be a smaller scale bike, paddle and run for local folks who would like to partake. There will not be a registration fee, only an option to donate, rent boats or purchase a mini chilli challenge tee. This event will start at 9:00am with a 20+ mile bike ride, one paddle around Lake Chillisquaque, followed by a run around the lake.



Chase Hunter  
Operations Director, Riverside Adventure Co  
10/20/21

## **ASSISTANT DIRECTOR / NATURALIST'S REPORT**

In the past month the assistant director has completed the programming and newsletter for the last quarter of the year. He has provided educational programs for three groups at the preserve and assisted Bob with some maintenance work. He continues working on signage for the sugar shack area and the interpretive booklet for Chillisuagi Trail.

Jon Beam  
10/18/21

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

### SEPTEMBER

removed worn out shrubbery around VC/EEC and put mulch and # 4 stone in their place

repaired lock on EEC door

changed water filters in outside restrooms

replaced ballast in hallway lite

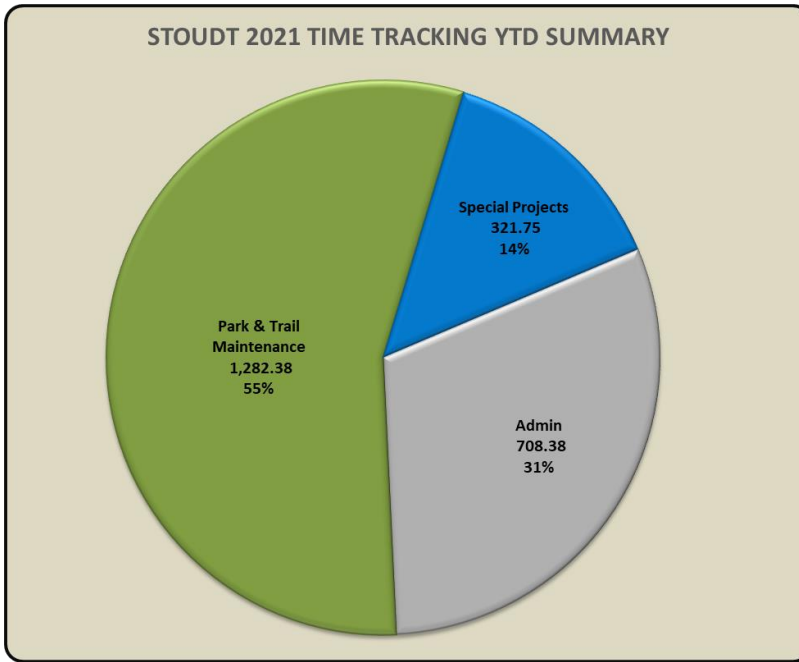
changed engine oil, fuel, air, HST and transmission filters in tractor on nice rainy day

performed more landscape work at Goose Cove Overlook area

SPTMT  
Dennis Piatt  
9/27/21



## DIRECTOR'S REPORT

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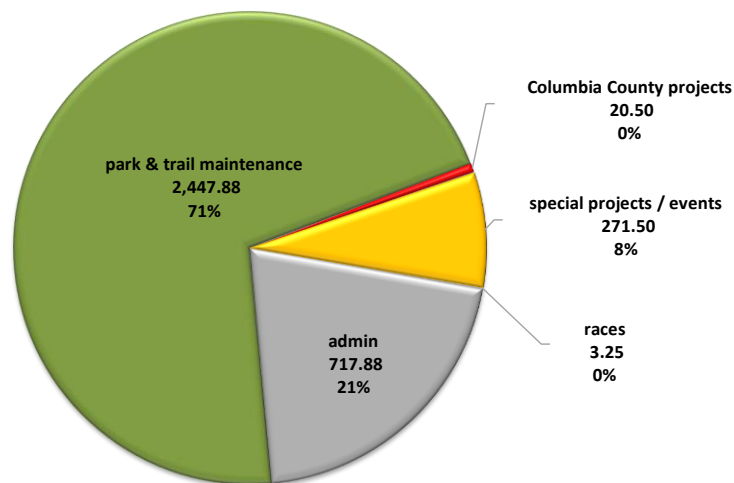
## DIRECTOR'S REPORT (continued)

### MARC STAFF 2021 YEAR-TO-DATE COMBINED TIME ACCOUNTING

STOUDT AS OF 10/22/21 / OTHERS AS OF 10/9/21; INCLUDES OVERTIME HOURS

TASK	STOUDT	BEAM	FOUGHT	PIATT	REAVY	REINARD	YEICH	PROJECT TOTAL HOURS
MARC admin	708.38	-	3.00	-	1.50	5.00	-	717.88
Hess Recreation Area	250.25	-	-	42.50	-	37.75	7.50	338.00
Hopewell Park / Danville Farm Trails	145.13	-	-	-	-	-	-	145.13
Montour Preserve admin / maintenance	864.25	78.50	64.50	443.50	11.50	14.50	210.50	1,687.25
Montour Preserve programming	2.25	254.75	-	-	-	-	-	257.00
North Branch Canal Trail (Montour Co.)	19.13	-	-	-	-	-	-	19.13
River Drive trailhead / river access	1.38	-	-	-	-	-	-	1.38
bicycle routes mapping & promotion	0.50	-	-	-	-	-	-	0.50
bike / pedestrian safety special projects	12.63	-	-	-	-	-	-	12.63
Chilli Challenge	3.25	-	-	-	-	-	-	3.25
Columbia County projects	20.50	-	-	-	-	-	-	20.50
Danville Borough play set installation	-	-	-	-	-	-	-	-
mountain biking special projects	84.38	-	-	-	-	2.25	-	86.63
Riverside Borough parks revitalization	-	-	-	-	-	-	-	-
special projects / events - other	83.13	2.00	-	2.00	-	1.00	2.00	90.13
tourism promotion special projects	58.75	-	-	-	-	-	-	-
Washingtonville revitalization projects	52.63	-	-	7.50	-	9.50	6.00	75.63
wellness special projects	6.00	-	-	-	-	-	-	6.00
<b>TOTALS</b>	<b>2,312.50</b>	<b>335.25</b>	<b>67.50</b>	<b>495.50</b>	<b>13.00</b>	<b>70.00</b>	<b>226.00</b>	<b>3,461.00</b>

### MARC STAFF TIME TRACKING 2021 YEAR-TO-DATE SUMMARY



## **DIRECTOR'S REPORT (continued)**

### **GRANTS**

- **Montour County Hotel Tax**

- As of 10/22/21, MARC has utilized all Montour County Hotel Tax grant funds received year-to-date
- MARC anticipates the receipt of a final quarterly grant disbursement, covering the July – September timeframe, in mid- to late-November
  - Based upon earlier grant disbursements and local economic conditions during this timeframe, Stoudt anticipates this grant disbursement will be approximately \$40,000 - \$50,000
- As of 10/22/21, Stoudt projects total 2021 Montour County Hotel Tax grant funds will total approximately \$125,000
  - If accurate, this will exceed Stoudt's budgeted \$90,000 projection, but will remain far short of the \$160,000/year in Montour County Hotel Tax funds projected for an 'average' year
- Stoudt will next week submit the required 2022 Montour County Hotel Tax Grant application to the Columbia Montour Visitors Bureau and anticipates attending the 12/1/21 meeting of the Columbia Montour Visitors Bureau's Executive Committee to provide the required semi-annual grant update

- **DCNR 2020 Non-Motorized Trails Grant - Danville Borough Levee North Branch Canal Trail Construction (administered by Danville Borough) (NO UPDATES SINCE LAST MEETING)**

- Danville Borough staff continue working to identify final trail alignments and secure final agreements for affected properties
- Project construction is not anticipated until 2022 at the earliest
- project mapping available at <https://www.google.com/maps/d/edit?mid=17se2PMghOEBzg70bdSTOg3HPCTTO9drE&usp=sharing>

- **Community Giving Foundation Danville Youth in Philanthropy**

- MARC on 5/22/21 received and deposited \$1,000 in 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
- MARC will provide matching funds for the grant
- Stoudt has begun project mapping and has publicized a photo contest for the Chillisquaque Creek watershed
  - Photo entries are due by 10/22/21
- Work must be completed, and close-out reports submitted, before 12/31/21

## **DIRECTOR'S REPORT (continued)**

### **GRANTS**

- **DCNR 2021 Park Rehabilitation and Development Grant (Hopewell Park Pump Track)**
  - 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.
  - If approved, MARC will be required to provide \$125,000 in matching funds
    - As of 10/22/21, MARC has so far secured \$149,000.95 in donations and pledges from 53 donors, including a \$50,000 pledge from the Columbia-Montour Visitors Bureau
  - DCNR on 6/3/21 notified MARC that it had completed the technical review of MARC's grant application and found the project "not ready to go" for three reasons, including:
    - Site is owned by Montour County (not MARC, the grant applicant); a copy of an executed lease between Montour County and Montour Area Recreation Commission will be preferred, but DCNR will accept a copy of a draft lease to enable ready-to-go status, with a minimum 25-year lease term. DCNR will need to review draft lease before it is accepted.
    - The grant application's site development drawing (an aerial overlay with labels) was not prepared by a design consultant. The site development drawing was missing accessible connections to proposed bike skills features (mulch), reconstructed beginners' pump track (dirt), and reconstructed bike jumps area (dirt). Existing parking lot closer to these improvements should have designated ADA parking, in addition to the proposed ADA parking on the other side of the pump track. Proposed ADA parking does not offer an accessible route to these improvements, although existing parking lot provides an opportunity to make these improvements accessible.
    - Budget attached, missing details on materials planned for ADA parking spaces and accessible connections. Project needs a clear scope of work.
  - Stoudt on 6/28/21 requested and received MARC Board approval to address identified deficiencies
    - Stoudt on 7/27/21 attended the Montour County Commissioners' meeting to request consideration of a lease agreement
      - Montour County Commissioners prefer to reapply for grant funding through Montour County (not MARC) to address the DCNR concern
    - Stoudt has reached out to engineering firms to discuss details of a request for proposals, but is waiting for schedules to allow a meeting
  - Stoudt cautions that even if deficiencies are corrected, MARC's application may not be approved for grant funding during the 2021 round, but would be significantly more competitive in the 2022 grant round (or possibly for other grant funding sources)
  - A final grant decision is expected in mid-November 2021
  - Stoudt's updated project presentation, including a listing of project donors, is available at <https://docs.google.com/presentation/d/1b1DRhttSDZ3OfL0aYTaluFPhW1XYNO7x/edit?usp=sharing&ouid=117951050608712833238&rtpof=true&sd=true>

## **DIRECTOR'S REPORT (continued)**

### **MANAGED SITES**

- **Hopewell Park / Danville Borough Farm**

- Stoudt posted hunting season trail closure signage at all trail entrances on 9/17/21 and posted updates to MARC's website and Facebook pages
  - Stoudt has been visiting the site more frequently on trail closure dates and has spoken with several trail users to advise them of the closure rules
  - Several violations have been reported by other site users, including an incident on 10/20/21 during which Mahoning Township Police were contacted by a hunter
    - No charges were filed during the incident, but Stoudt and Mahoning Township Police discussed more visible trail closure methods to reduce the likelihood of trail users not noticing/reading the signage
- MARC staff will create a concrete pad to properly secure the new bike rack recently constructed and donated by Kris Huber and Nick Craven
- New trailhead kiosk signs will be installed in coming days
- MARC staff and volunteers will work in coming weeks to removed accumulated brush piles from the site and perform additional trimming around the jumps/pump track and pavilion area

- **Montour Township (Columbia County) Legion Road parcel**

- No concerns noted since last meeting

- **River Drive parcel (North Branch Canal Trail trailhead and river access)**

- Stoudt continues to monitor for site encroachments by a neighboring landowner
- MARC staff and volunteers will do trimming and dead tree removal at the site in coming weeks

- **North Branch Canal Trail**

- Stoudt installed new trailhead kiosk signage on 9/17/21
- Land Stewards Wayne Kashner and Jennifer Hunsinger continue to monitor and maintain the trail
- Stoudt will post hunting season trail closure signage for 11/27/21 – 12/11/21
- MARC staff and Land Stewards have been unable to relocate trail signage for mile markers 4.1, 4.2, 4.3, or 2.8 and suspect the signs and posts may have been thrown into the river
- No progress has been made on resolving the ongoing legal dispute with the owners of the Bear Hunters' Grove Campground
  - Legal action is temporarily on hold at the request of a MARC partner agency
- 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 (no change since last meeting)
  - 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) (no change since last meeting)

## **DIRECTOR'S REPORT (continued)**

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

#### **• Hess Recreation Area**

- An adult male was found to have fallen along the Hess Loop Trail on the evening of 10/7/21 or the early morning of 10/8/21
  - The individual was discovered by another trail user and was found to have fallen down the embankment near the wooden observation area at the PPL power line
  - Stoudt was present at the scene during the resultant rescue operation and made note of suspicious circumstances surrounding the incident
  - The individual was taken to Geisinger Medical Center for treatment and was expected to fully recover
  - Stoudt has notified MARC's insurance provider of the incident and will continue to provide information and updates as needed
  - Stoudt observed no trail defects or maintenance concerns that may have contributed to the incident
- A spill of home heating oil into Mahoning Creek was discovered on 10/22/21
  - All areas of Mahoning Creek within the Hess Recreation Area are believed to have been affected, as well as locations both upstream and downstream of the park
  - Oily sheens were visible at many locations, particularly in eddies and other slack water areas, and strong odors of fuel were detected
  - Stoudt put out a public caution through MARC's Facebook page and emailed all contacts on MARC's distribution list, recommending park visitors and anglers avoid Mahoning Creek
  - Stoudt believes the spill occurred along the Mauses Creek watershed, upstream of the park, likely during the evening of 10/21/21
  - Notifications have been made to PA DEP (by the East End Fire Company) and the PA Fish & Boat Commission
  - Emergency response personnel advised Stoudt that hazmat cleanup crews have been dispatched to the incident and have begun the necessary cleanup, though it is unclear at the time of this writing how significant an impact the spill may have on the stream ecosystem
- Stoudt has been in communication with Kleinfelder regarding the engineering evaluation of the section of the Hess Loop Trail – J. Manley Robbins Trail Segment between mile markers 1.3 - 1.5 which has been partially collapsing
  - The engineering evaluation is substantially complete; a final report is anticipated in coming weeks
  - Stoudt continues to monitor the problem section of trail on a regular basis; no significant changes have been noticed since the last meeting
- One road culvert pipe remains significantly blocked from repeated storm erosion; Stoudt has reached out to Danville area contacts for assistance (no change since last meeting)
- 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)
- A section of the Mahoning Flats Trail boardwalk has again been damaged by recent flooding
  - MARC staff and volunteers will attempt to put the section back into place when conditions allow
- MARC on 8/24/21 hosted the 'Walk With a Doc' event, coordinated by Geisinger and PA DCNR
- MARC on 8/29/21 hosted the 'Going Gold' event, hosted by Service 1<sup>st</sup> Federal Credit Union, Old Forge Brewing Company, and other partners

## **DIRECTOR'S REPORT (continued)**

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

- **Montour Preserve**

- Johnson Controls sales representatives met on 9/16/21 with Stoudt to evaluate the Visitors' Center / Environmental Education Center security system (damaged by an electrical surge during a storm on 7/17/21)
  - It is believed most security system sensors remain functional, but the main control panel must be replaced and most fire detection sensors must be upgraded to current technology
  - A proposal for the required replacements will be presented for consideration during this meeting
- SkyPacket internet service was restored on 9/15/21
  - SkyPacket technicians installed a new 40ft antennae mast to deliver more reliable service
  - Service has remained reliable since installation of the new antennae and Stoudt has contacted SkyPacket to resume regular billing as of 9/15/21
- MARC is working with Eagle Scout candidate Sam Roup to install new fish habitat structures in Lake Chillisquaque, subject to approval by Talen Energy Supply, the PA Fish & Boat Commission, and PA DEP
  - MARC must apply for and receive a DEP GP-1 (Fish Habitat Enhancement Structures) permit before installation may proceed (NO CHANGE SINCE LAST MEETING)
- MARC is working with Eagle Scout candidate Chris Heckman to refurbish and reinstall the fossil pit interpretive sign
  - MARC intern (now Maintenance Technician) Hannah Reavy completed the design of the new sign and the sign has been ordered and received (see Stoudt expense reimbursement)
  - Piatt has completed the site preparation at the new sign location and Stoudt and Beam have completed the removal of the existing sign
  - Heckman's family and Scout Troop have removed the sign frame from the site and are rehabilitating it, intending to paint and return the frame to the site in coming weeks for reinstallation
- MARC is working with Eagle Scout candidate Jay Moyer to create several new picnic tables and rehabilitate several existing tables in need of significant repair
- MARC on 10/5/21 hosted the annual luncheon of the PPL/Talen Energy Montour Retirees group
- MARC on 10/9/21 worked with volunteers from St. Joseph Catholic Church
- MARC staff on 10/20/21 removed the fishing pier and boat dock for winter storage
- MARC staff on 10/21/21 shut down the Goose Cove and Heron Cove picnic pavilion water systems
- MARC staff on 10/21/21 placed ice rescue bars around Lake Chillisquaque
- MARC on 10/21/21 hosted a meeting of the Leadership Central Penn group
- Starr Portables is scheduled to pump the Goose Cove and Heron Cove restroom holding tanks on 10/23/21
- The Autumn 2021 edition of the Montour Preserve News is now available at <https://montourpreserve.org/newsletter/>



## **DIRECTOR'S REPORT (continued)**

### **SPECIAL PROJECTS AND EVENTS**

- **Bicycle / Pedestrian Safety Projects**

- Stoudt will attend the next meeting of the Middle Susquehanna Active Transportation Committee on 11/10/21

- **Bicycle Routes Mapping and Promotion (no change since last meeting)**

- 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 ([www.RideWithGPS.com](http://www.RideWithGPS.com)) for online mapping of routes
  - This software will allow creation of routes by regional recreation and tourism promotion organization, as well as by individuals
- 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**

- 2021 event cancelled
- Stoudt hopes to bring back the event in 2022 if COVID conditions allow

- **Danville Borough Play Set Installation (no updates since last meeting)**

- St. Joseph Catholic School in Danville has donated to MARC the play set formerly in place at the school's playground
- 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
- MARC staff will repair and possibly repaint play set materials in preparation for reassembly
- It is anticipated the play set will be reconstructed at the F.Q. Hartman Recreation Area next spring

- **Girls ROC Camp**

- All 2021 camps have been successfully completed and final accounting is complete
- \$324.67 remains earmarked in MARC's checking account for next year's event
- Stoudt will recommend MARC partner with event organizers again in 2022 if so desired

## **DIRECTOR'S REPORT (continued)**

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

- **Regional Mountain Biking Promotion**

- Stoudt continues to meet with organizers of the Dirty Grin Mountain Bike Festival to discuss planning for a 2022 event
  - A tentative date of 6/10 – 6/12/22 has been set, pending final approval
  - Stoudt anticipates that MARC will again host event activities at the Hess Recreation Area and Hopewell Park / Danville Borough Farm Trail System
- A meeting of MARC's Mountain Bike Advisory Group (MBAG) was held (Zoom) on 10/19/21
  - Stoudt will finalize meeting minutes and distribute with MARC's November meeting agenda packet
- 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

- **Riverside Borough Parks Revitalization**

- The replacement sign for the river access will be reinstalled next spring
- Stoudt will continue to remain in contact with Riverside Borough representatives to discuss opportunities for MARC to assist with revitalizing the Borough's parks and outdoor recreation areas, particularly at the recently acquired former school property

- **Special Projects and Events – Other**

- Stoudt continues to participate in Montour County Emergency Management Agency training and planning sessions, including a recent disaster response drill and radiation detection training

- **Tourism Promotion Special Projects – Other**

- Stoudt assisted the Danville Heritage Festival Committee with the 9/4/21 event (in conjunction with the Danville Business Alliance Fall Arts & Crafts Festival)
- Stoudt assisted Columbia Montour Visitors Bureau staff with the mapping of the Covered Bridge Festival, held this year at the Bloomsburg Fairgrounds
- Stoudt has been in communication with Bloomsburg area representatives about possible options to extend the North Branch Canal Trail to Bloomsburg
- Stoudt is working with the CMVB and Fishing Creek Sportsmen's Association to update and reprint the Public Access Guide to Fishing Creek, Little Fishing Creek, and Huntington Creek (no change since last meeting)
- No new updates are available regarding the ongoing navigable waters dispute along Fishing Creek in Columbia County

- **Wellness Special Projects**

- MARC on 8/24/21 hosted at the Hess Recreation Area the 'Walk with a Doc' event, organized by Geisinger as part of DCNR's statewide effort to promote health, nature, and parks and trails during PA Trails Month

## **DIRECTOR'S REPORT (continued)**

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

- **Washingtonville Revitalization Projects**


- Stoudt continues to coordinate with the Washingtonville Revitalization Committee to focus on projects of interest to the group and Washingtonville Borough
- Stoudt and Mayor Tyler Dombroski are exploring options to create a new stream access location along Chillisquaque Creek
- Stoudt has begun Chillisquaque Creek watershed mapping and has publicized a photo contest for the project
- Stoudt continues to work with Washingtonville Revitalization Committee members to identify, map, and promote bicycling routes in the Washingtonville area
  - Additional photos have been secured and Stoudt anticipates project completion before the end of the year

### **OTHER UPDATES**

- MARC on 8/27/21 received an unrestricted donation of \$20,000 from Service 1<sup>st</sup> Federal Credit Union
- Stoudt on 9/11/21 completed the required annual workers' compensation insurance audit for Erie Insurance
- Stoudt on 10/8/21 attended an event at Shikellamy State Park hosted by DCNR, Senator John Gordner, and other officials to discuss possible state funding for parks and trails through recent federal COVID-19 relief funding
- Stoudt remains in contact with Shank's Lawn Equipment in Chambersburg, PA regarding MARC's planned purchase of the SnowDog trail grooming machine and accessories
  - Shank's anticipates receiving a shipment of equipment in coming weeks and Stoudt will coordinate the pick-up of MARC's purchase

### **UPCOMING MEETINGS AND SPECIAL EVENTS**

- 10/23/21 Trees of Autumn Hike (Jon Beam, Montour Preserve)
- 10/27/21 MARC staff meeting
- 11/5/21 Hoot 'N Holler (owls) program (Jon Beam, Montour Preserve)
- 11/10/21 DCNR 2022 grants workshop
- 11/10/21 Middle Susquehanna Active Transportation Committee meeting
- 11/13 & 11/14/21 Montour Preserve Wildlife Art Expo
- 11/22/21 MARC November Board meeting

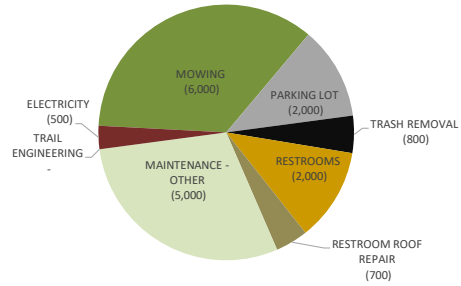
 <b>MARC</b> MONTOUR AREA RECREATION COMMISSION		<b>MARC 2021 BUDGET w/ Stoudt End-of-Year Forecast</b>									
ADOPTED 11/23/2020; YEAR-TO-DATE INFORMATION UPDATED AS OF 10/22/21											
EXPENSE		YEAR-TO-DATE ACTUAL EXPENSES	BUDGETED EXPENSES	STOUDT 10/22/21 PROJECTED YEAR-END	FUNDING SOURCES	YEAR-TO-DATE ACTUAL INCOME	BUDGETED INCOME	STOUDT 10/22/21 PROJECTED YEAR-END	YEAR-TO-DATE LINE ITEM SURPLUS / (DEFICIT)	BUDGETED LINE ITEM SURPLUS / (DEFICIT)	STOUDT 10/22/21 PROJECTED YEAR-END
PARK & TRAIL MAINTENANCE	Columbia County Projects (including North Branch Canal Trail)	(912.35)	(2,000.00)	(1,000.00)	Columbia County Hotel Tax Grant	-	2,000.00	4,000.00	(912.35)	-	3,000.00
	Hess Recreation Area	(25,583.12)	(17,000.00)	(37,967.50)	User Fees	1,471.00	1,000.00	1,500.00	(24,112.12)	(16,000.00)	(36,467.50)
	Hopewell Park / Danville Borough Farm Trails	(7,881.00)	(6,000.00)	(8,650.00)		-	-	-	(7,881.00)	(6,000.00)	(8,650.00)
	Montour Preserve	(114,006.53)	(123,000.00)	(135,575.38)	Pavilion / Auditorium Rental Fees	12,500.00	9,000.00	12,500.00			
					Donations	5,827.82	9,000.00	6,250.00	(55,678.71)	(65,000.00)	(76,825.38)
					Transfer From Central Susquehanna Community Foundation Fund	40,000.00	40,000.00	40,000.00			
	North Branch Canal Trail (Montour County)	(1,093.15)	(3,750.00)	(1,413.50)		-	-	-	(1,093.15)	(3,750.00)	(1,413.50)
SPECIAL PROJECTS & EVENTS	North Branch Canal Trail Parking / River Access	(937.00)	(1,500.00)	(1,350.00)		-	-	-	(937.00)	(1,500.00)	(1,350.00)
	Tools & Supplies	(2,219.09)	(2,500.00)	(2,500.00)		-	-	-	(2,219.09)	(2,500.00)	(2,500.00)
	All-Terrain Vehicle Purchase (*)	-	(13,000.00)	-	Grants (*)	-	13,000.00	-	-	-	-
	Bicycle / Pedestrian Safety Projects	(342.27)	(2,500.00)	(500.00)		-	-	-	(342.27)	(2,500.00)	(500.00)
	Bicycle Routes Mapping and Promotion	(13.69)	(1,000.00)	(1,000.00)		-	-	-	(13.69)	(1,000.00)	(1,000.00)
	Chilli Challenge Adventure Triathlon	(87.46)	(6,000.00)	(87.46)	Race Registration Fees [\$5,500] and Sponsorships [\$500]	-	6,000.00	-	(87.46)	-	(87.46)
	Danville Borough Play Set Installation	-	(2,000.00)	-		-	-	-	-	(2,000.00)	-
	Girls ROC Camp (*)	(350.04)	(1,000.00)	(350.04)	Grants, Donations, and Participant Fees (*)	674.71	1,000.00	674.71	324.67	-	324.67
	Hopewell Park Pump Track Design and Planning	(40.00)	(2,500.00)	(40.00)		11,180.00	-	11,180.00	11,140.00	(2,500.00)	11,140.00
	Regional Mountain Biking Promotion	(2,411.82)	(2,000.00)	(2,800.00)		-	-	-	(2,411.82)	(2,000.00)	(2,800.00)
	Riverside Borough Parks Revitalization	-	(2,000.00)	-		-	-	-	-	(2,000.00)	-
	Snowdog Trail Groomer Purchase (*)	-	-	(5,000.00)	Grants and Donations	4,400.00	-	4,400.00	-	-	(600.00)
	Special Projects and Events - Other	(3,278.87)	(1,500.00)	(3,400.00)		-	-	-	(3,278.87)	(1,500.00)	(3,400.00)
	Tourism Promotion Special Projects - Other	(1,581.31)	(1,500.00)	(1,800.00)		-	-	-	(1,581.31)	(1,500.00)	(1,800.00)
ADMIN / INSURANCE	Washingtonville Revitalization Projects	(3,071.66)	(4,000.00)	(4,000.00)	Donations and grants (Youth in Philanthropy Chillisquaque access)	1,711.75	2,000.00	1,711.75	(1,359.91)	(2,000.00)	(2,288.25)
	Wellness Special Projects	(162.15)	(1,000.00)	(200.00)		-	-	-	(162.15)	(1,000.00)	(200.00)
	Accounting	(1,115.00)	(1,500.00)	(1,500.00)		-	-	-	(1,115.00)	(1,500.00)	(1,500.00)
	Administration / Misc. Other (Includes Stoudt Admin. Labor)	(20,434.60)	(17,000.00)	(22,500.00)		-	-	-	(20,434.60)	(17,000.00)	(22,500.00)
	Audit	(6,800.00)	(3,000.00)	(6,800.00)		-	-	-	(6,800.00)	(3,000.00)	(6,800.00)
	Dues & Licensing Fees	(1,352.01)	(2,500.00)	(1,352.01)		-	-	-	(1,352.01)	(2,500.00)	(1,352.01)
	Fundraising	(1,156.40)	(1,000.00)	(1,156.40)		-	-	-	(1,156.40)	(1,000.00)	(1,156.40)
	Insurance (D&O, General, & Workers' Comp)	(12,423.00)	(13,000.00)	(12,423.00)		-	-	-	(12,423.00)	(13,000.00)	(12,423.00)
OTHER	Office Supplies	(1,349.96)	(1,500.00)	(1,750.00)		-	-	-	(1,349.96)	(1,500.00)	(1,750.00)
	Public Notices	(538.90)	(500.00)	(900.00)		-	-	-	(538.90)	(500.00)	(900.00)
					2020 Year-End Carryover Unrestricted Balance	6,859.38	10,000.00	6,859.38	6,859.38	10,000.00	6,859.38
					Geisinger Contribution (unrestricted)	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00
					Montour County Hotel Tax 2020 Carryover Balance	33,542.07	20,000.00	33,542.07	33,542.07	20,000.00	33,542.07
					Montour County Hotel Tax 2021 Grants	83,921.56	90,000.00	125,000.00	83,921.56	90,000.00	125,000.00
					Other Income	4,040.10	500.00	4,040.10	4,040.10	500.00	4,040.10
					Unrestricted Donations	20,550.00	10,000.00	20,555.00	20,550.00	10,000.00	20,555.00
TOTAL EXPENSES		(209,141.38)	(235,750.00)	(256,015.29)	TOTAL INCOME		251,678.39	238,500.00	297,213.01	38,137.02	41,197.72
NOTE: Budget line items marked with (*) will occur only if grants and/or donations can be secured to fully fund the projects.											

**MONTOUR AREA RECREATION COMMISSION MANAGED SITES 2021 BUDGETS w/ Stoudt year-end projections**

BUDGET ADOPTED 11/23/2020; YEAR-TO-DATE INFORMATION UPDATED 10/22/21

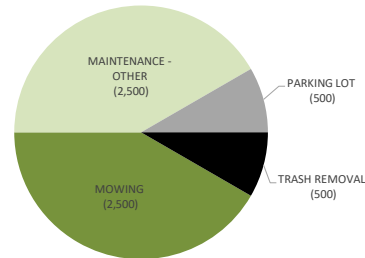
HESS RECREATION AREA 2021 BUDGET			
EXPENSE	YEAR-TO-DATE ACTUAL	BUDGET	STOUDT 10/22/21 PROJECTED YEAR-END ACTUAL
MOWING	(5,709.00)	(6,000)	(6,700)
PARKING LOT	(7,642.50)	(2,000)	(7,643)
TRASH REMOVAL	(750.00)	(800)	(900)
RESTROOMS	(1,075.03)	(2,000)	(1,400)
RESTROOM ROOF REPAIR	-	(700)	-
MAINTENANCE - OTHER	(9,929.48)	(5,000)	(10,750)
TRAIL ENGINEERING	-	-	(10,000)
ELECTRICITY	(477.11)	(500)	(575)
<b>TOTAL</b>	<b>(25,583.12)</b>	<b>(17,000)</b>	<b>(37,968)</b>

**2021 HESS RECREATION AREA BUDGETED EXPENSES**



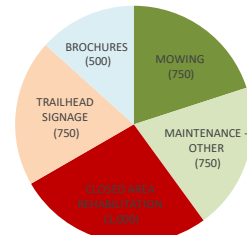
HOPEWELL PARK 2021 BUDGET			
EXPENSE	YEAR-TO-DATE ACTUAL	BUDGET	STOUDT 10/22/21 PROJECTED YEAR-END ACTUAL
MOWING	(1,070.00)	(2,500)	(1,500)
MAINTENANCE - OTHER	(6,761.00)	(2,500)	(7,100)
PARKING LOT	-	(500)	-
TRASH REMOVAL	(50.00)	(500)	(50)
<b>TOTAL</b>	<b>(7,881.00)</b>	<b>(6,000)</b>	<b>(8,650)</b>

**2021 HOPEWELL PARK BUDGETED EXPENSES**



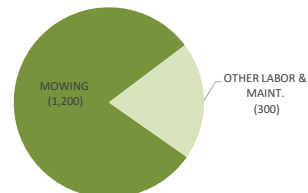
NORTH BRANCH CANAL TRAIL (MONTOUR) 2021 BUDGET			
EXPENSE	YEAR-TO-DATE ACTUAL	BUDGET	STOUDT 10/22/21 PROJECTED YEAR-END ACTUAL
MOWING	(290.00)	(750)	(350)
MAINTENANCE - OTHER	(564.65)	(750)	(750)
CLOSED AREA REHABILITATION	-	(1,000)	-
TRAILHEAD SIGNAGE	-	(750)	(75)
BROCHURES	(238.50)	(500)	(239)
<b>TOTAL</b>	<b>(1,093.15)</b>	<b>(3,750)</b>	<b>(1,414)</b>


**2021 NORTH BRANCH CANAL TRAIL (MONTOUR CO.)  
BUDGETED EXPENSES**




NBCT PARKING / RIVER ACCESS 2021 BUDGET			
EXPENSE	YEAR-TO-DATE ACTUAL	BUDGET	STOUDT 10/15/21 PROJECTED YEAR-END ACTUAL
MOWING	(900.00)	(1,200)	(1,200)
OTHER LABOR & MAINT.	(37.00)	(300)	(150)
<b>TOTAL</b>	<b>(937.00)</b>	<b>(1,500)</b>	<b>(1,350)</b>

**2021 NBCT PARKING / RIVER ACCESS  
BUDGETED EXPENSES**



 <b>MONTOUR PRESERVE 2021 BUDGET</b>			
ADOPTED 11/23/20			
YEAR-TO-DATE ACTUAL AS OF 10/22/21			
EXPENSE	YEAR-TO-DATE ACTUAL	BUDGET	STOUDT 10/22/21 PROJECTED YEAR-END
personnel	(48,268.85)	(49,000.00)	(51,000.00)
SITE MAINTENANCE & OPERATIONS	cleaning service	(3,520.00)	(4,500.00)
	HVAC system maintenance	(1,552.13)	(1,552.13)
	lawn care	(22,195.00)	(28,000.00)
	parking lot / road maintenance	-	-
	security system	(1,148.98)	(6,650.00)
	sewage pumping	(450.00)	(900.00)
	supplies / misc.	(14,724.18)	(15,500.00)
	water testing	(972.00)	(1,100.00)
	wildlife management	(1,983.66)	(2,500.00)
	picnic area restroom plumbing repair	(1,725.25)	(1,725.25)
	trail markers and signage	(185.06)	(900.00)
UTILITIES	electric	(11,517.18)	(14,000.00)
	internet service	(566.96)	(750.00)
	telephone	(1,115.47)	(1,300.00)
	trash service	(1,250.00)	(1,700.00)
	website hosting / email service	(519.84)	(750.00)
brochures and promotional materials	(2,248.00)	(2,000.00)	(2,248.00)
programming and educational supplies	(63.97)	(500.00)	(500.00)
<b>EXPENSE TOTAL</b>	<b>\$ (114,006.53)</b>	<b>\$(123,000.00)</b>	<b>\$(135,575.38)</b>

 <b>MONTOUR AREA RECREATION COMMISSION 2021 MEMBERS</b>						
APPOINTING ENTITY	BOARD MEMBER	MEMBER TYPE	POSITION (IF APPLICABLE)	FIRST APPOINTED	DATE OF REAPPOINTMENT	APPOINTMENT EXPIRATION
Danville Area School District	Chris Johns	staff	Secretary	February 9, 2015	November 14, 2018	November 13, 2021
	VACANT	elected official				
Danville Borough	Councilman Kevin Herritt	elected official		February 8, 2016	annual	December 31, 2021
	Chadd Roadarmel	resident		September 8, 2020	N/A	December 31, 2021
Mahoning Township	Larry Robertson	elected official		May 13, 2020	N/A	May 12, 2023
	TS Scott	elected official		May 13, 2020	N/A	May 12, 2023
Montour County	Dr. John Bulger	resident	Vice-Chairperson / Treasurer	February 12, 2019	N/A	February 11, 2022
	VACANT	resident				
	Commissioner Dan Hartman	elected official		January 22, 2018	annual	December 31, 2021
	Brett Johnson	resident		April 23, 2021		April 23, 2024
	Mike Mills	resident		pre-November 2010	November 13, 2018	November 12, 2021
Riverside Borough	Kyle Postupack	resident		February 9, 2019	N/A	February 8, 2022
	Kevin Romansik	elected official		January 1, 2021	annual	December 31, 2021
Washingtonville Borough	Councilman Frank Dombroski	elected official		pre-November 2010	annual	December 31, 2021
	Mayor Tyler Dombroski	elected official	Chairperson	February 11, 2013	annual	December 31, 2021

Per MARC's Intergovernmental Agreement of Cooperation, revised 5/13/2020:

Section 2b. **Representation** The Commission shall consist of representatives (hereinafter "Members") of each Participant, all of whom shall serve without pay. Each Participant, with the exception of Montour County, shall appoint two (2) residents of their municipality to the Commission, one (1) of whom is preferred to be an elected representative of their governing body. Montour County shall appoint five (5) residents, at least one (1) of whom will be an elected Commissioner. Such Members shall serve for terms of three (3) years, expiring on December 31, except that the original terms shall be staggered so that not more than one-third (1/3) of the Members' terms shall expire annually. Such Members may be reappointed as Members of the Commission at the discretion of Participants.

last revised 10/22/21 R. Stoudt





345 Oak Road . Gibsonsia, PA 15044  
724-265-4900 . 724-265-4300 (fax)  
www.PannierGraphics.com

DATE: 9/16/2021

QUOTE: E000043042

Montour Area Recreation  
Commission  
PO Box 456  
Danville PA 17821

Contact: Bob Stoudt  
Phone: (570) 336-2060  
Email: montrec@ptd.net  
Project: Fossil Pit

Quantity	Description	Unit Price	Extended Price
1	48" w x 48" h x .090 Fiberglass Embedded (FE) Panel. Single-faced. Matte finish. Square cut. No holes.	\$557.00	\$557.00

Sale Amount: \$557.00

Sales Tax: \$46.69

Estimated Freight to 17821: \$110.00

Total Amount: \$713.69

#### TERMS AND CONDITIONS

- Pricing is based on receiving print ready files. For more information refer to our [File Preparation Guidelines](#). Completed files can be uploaded to our [FTP Site](#).
- One proof of each original will be submitted for customer's approval.
- Bulk packed and one shipment.
- Prices effective for 90 days.
- Delivery: 15-20 Business days after proof approval.
- FOB: Gibsonsia
- Estimated freight does not include any special services such as a liftgate or delivery to a residential address. Freight will be delivered via an 18-wheeler truck.
- 50% Payment due with order and balance due in Net 30 days.

Robin Heddaeus  
Vice President of Sales  
724-265-4900 x220  
rlh@pannier.com

Customer Acceptance/Date

Print Name and Title

Project Montow Preserve  
Category Signage  
Approved By ATS  
Date 9/16 Check expense report

ABL GRAPHICS  
5547 COLUMBIA BLVD  
BLOOMSBURG, PA 17815  
800-448-1400 www.ablgraphics.com  
PHONE 570-389-0699 FAX 570-389-1914

PAGE: 1  
INVOICE: 20210979  
DATE: 09/15/2021  
P.O.: BOB STOUTD  
REQ.:  
CLERK: MWL  
ROUTE: PICKUP

\*\*\*\*\* I N V O I C E \*\*\*\*\*

2060  
SOLD TO: MONTOUR AREA RECREATION COMM SHIP TO: MONTOUR AREA RECREATION COMM  
P O BOX 456 P O BOX 456  
DANVILLE PA 17821 DANVILLE PA 17821

PHONE: (570)336-2060		TERMS: 30 DAYS	SHIP VIA:		
QUANTITY	UM STOCK NO.	DESCRIPTION	TI	PRICE	EXTENSION
6	EA ESCOLOR364801-5	ES COLOR COPY 36X48 1-5 LINE	*	12.65	75.90
		COLOR COPY PER PAGE BOND PAPER			
1	EA /	4-Hopewell Park 2021 Hunting	*	0.00	0.00
		Season Trail Closure Signs			
1	EA /	2-North Branch Canal Trail	*	0.00	0.00
		Trailhead kiosk signs			
1	EA LAM40-5-01	LAMINATING FILM 40" 5 MIL	*	12.00	12.00
		FIRST YARD			
6	EA LAM40-5-06-09	LAMINATING FILM 40" 5 MIL	*	8.00	48.00
		6 - 9 YARDS			
1	EA /	lamination of all 6 signs	*	0.00	0.00
		Thank you for your business			

*\$72.03* | *\$72.02*  
*Project Hopewell Park* | *North Branch Canal Trail*  
*Category maint/misc* | *Signage*  
*Approved By*  
*Date 9/15* *Check expense report*

Visa: \$144.05  
RECEIVED BY:

SUBTOTAL : \$135.90  
SALES TAX: 8.15  
INVOICE TOTAL: \$144.05  
PAY THIS AMOUNT: \$144.05

INVOICE SUBJECT TO LATE FEE OF 1.5% PER MONTH  
CREDIT CARDS ACCEPTED



## COMMERCIAL SALES AGREEMENT

TOWN NO.  
0473-WILLIAMSPORT,  
PA

CUSTOMER NO.  
147303239

JOB NO.

PO NO.

ESTIMATE NO.  
1-6AVJ3Z4

DATE: 9/22/2021

Johnson Controls Security Solutions LLC ("Johnson Controls")  
Melinda Irwin  
6330 Hedgewood Dr,  
Allentown, PA 18106-9268  
Tele. No. (570) 546-4972

Montour Area Recreation Commission  
d/b/a: Montour Area Recreation Commission  
("Customer")  
Customer Billing Information  
PO Box 456,  
Danville, PA 17821  
Attn:  
Tele. No. (570) 336-2060

Customer Premises Served  
700 Preserve Rd,  
Danville, PA 17821  
Attn: Bob Stout  
Tele. No. (570) 437-3131

This Commercial Sales Agreement is between Customer and Johnson Controls Security Solutions LLC ("Johnson Controls") effective as of the date signed by Customer. By entering into this Agreement, Johnson Controls and Customer agree to the Terms and Conditions contained in this Agreement. The Equipment and/or Services, collectively the System(s) covered under this Agreement is/are listed in the attached Schedule(s) of Protection / Scope of Work ("SOW").

### I. THE FOLLOWING DOCUMENTS ARE ATTACHED TO THIS AGREEMENT AND ARE INCORPORATED BY REFERENCE:

- |   |  |
|---|--|
| (a) Hazardous Substance Checklist and Customer Letter | (e) State Specific Forms, if applicable (e.g., local permit applications)            |
| (b) Scope of Work / Schedule(s) of Protection         | (f) Customer Installation Acceptance Form (specific to Equipment/Services purchased) |
| (c) Terms and Conditions                              | (g) If multiple locations, see attached schedule                                     |
| (d) Additional Terms and Conditions                   |  |

### II. CHARGES AND FEES; TAXES:

**a. Equipment Installation.** Customer agrees to pay the total Equipment purchase price and/or installation charges set forth in the Scope of Work/Schedule of Protection plus applicable "Fees" and "Taxes" as defined below ("Installation Charge"). Upon acceptance of this Agreement, Customer will pay to Johnson Controls the Installation Deposit Amount set forth in the Scope of Work/Schedule of Protection. Johnson Controls may invoice Customer for progress billings based upon Equipment and/or System components delivered or stored, and/or Services performed before completion of the System/Equipment installation, activation of the System, connection to the CMC, or any other Service(s). All outstanding Installation Charges and/or Fees shall be due and payable upon completion of the installation of the Equipment/System and as a precondition to activation of System and, if applicable, connection to Johnson Controls Central Monitoring Center ("CMC") or any other Service(s). Any changes in the Statement of Work/Schedule of Protection made by the Customer after execution of this Agreement must be agreed to by Johnson Controls and Customer in writing and may be subject to additional charges, fees and/or taxes. Any equipment ordered by Customer by e-mail or telephone order shall be subject to terms and conditions of the Agreement and may be subject to shipping, handling, and/or restocking fees. Until Customer has paid Johnson Controls the Installation Charge and Fees, and Taxes in full, Customer grants to Johnson Controls a security interest in the Equipment and all the proceeds thereof to secure such payment.

**b. Services.** Customer agrees to pay Service Charges per annum set forth in the Scope of Work/Schedule of Protection (the "Annual Service Charges"), payable in advance on a(n) **Quarterly** basis plus applicable Taxes for 5 year(s) (the "Initial Term") effective from the date such Service is operative under this Agreement. After the Initial Term this Agreement shall automatically renew on a(n) **Annual** basis. Johnson Controls will provide Customer with notice of any adjustments in the Charges, Fees and/or Taxes applicable to the renewal period no later than forty-five (45) days prior to the commencement of the renewal period. Unless terminated by either party upon written notice at least thirty (30) days prior to the anniversary date, the adjusted Charges, Fees and/or Taxes will be the Charges, Fees and/or Taxes for the renewal period. Johnson Controls shall have the right to increase Annual Service Charge(s) after one (1) year and may increase prices upon notice to Customer to reflect increases in material and labor costs. For termination prior to the end of the Initial Term, Customer agrees to pay, in addition to any outstanding Fees and charges for Service(s) rendered prior to termination **90%** of the Annual Service Charge(s) remaining to be paid for the unexpired term of the Agreement as liquidated damages but not as a penalty.

**c. Other Charges.** Customer agrees to pay any assessments, taxes, fees or charges imposed by any governmental body, telephone, communication, or signal transmission company such as false alarm, permitting or connection fees, or administration fees or service charges assessed by Johnson Controls related to AHJ requirements and/or changes to applicable laws, the need to reprogram alarm controls/devices to comply with area code, signal transmission, numbering or other changes relating to the installed Equipment and/or Service(s) provided under this Agreement ("Fees"). Customer is solely responsible to pay all applicable sales, use and/or similar taxes imposed by any taxing or governmental authority on the Equipment, System and/or Services provided hereunder ("Taxes") unless Customer provides to Johnson Controls a valid tax exemption certificate authorized by an appropriate taxing authority. If Customer fails to provide a valid tax exemption certificate, Customer shall remain liable for the payment of any such Taxes until paid in full.

**d. Invoicing.** Invoices are due upon receipt unless otherwise specified on the invoice. Disputed invoices must be identified in writing within twenty-one (21) days of the date of invoice. Payment of any disputed amounts is due and payable upon resolution. Payment is a condition precedent to Johnson Controls' obligation to perform Services under this Agreement. Charges for Equipment and material covered by this Agreement do not include any amounts for changes in tariffs, duties or other similar charges imposed and/or enacted.

**III. ENTIRE AGREEMENT; CUSTOMER ACCEPTANCE:** This Agreement, together with all of its written Amendments, Riders, Scope of Work and/or Exhibits, constitutes the entire agreement between the Customer and Johnson Controls relating to the subject matter hereof and supersedes any prior or contemporaneous oral or written agreements and understandings. The terms and conditions of this Agreement will prevail over any conflicting, inconsistent or additional terms and/or conditions contained in any purchase order, agreement, or other document issued by Customer. In signing this Agreement, Customer is not relying on any advice, advertisements, or oral representations of Johnson Controls and agrees to be bound to the terms and conditions contained in all the pages of the Agreement. Customer agrees that any representation, promise, condition, inducement or warranty, express or implied, not included in this Agreement will not be binding upon Johnson Controls, and that the terms and conditions in this Agreement apply as printed without alteration or qualification, except as specifically modified by a written agreement signed by Johnson Controls and Customer. Any changes in the Statement of Work or scope of the work requested by the Customer after the execution of this Agreement may result in additional cost to the Customer and any such changes/additions must be authorized in a writing signed by both the Customer and Johnson Controls. Customer's failure to accept and sign this Agreement within ninety (90) days of the date shown above may result in price increases. Customer acknowledges that: (a) Johnson Controls has explained the full range of protection, equipment, and services available to Customer; (b) additional protection over and above that provided herein is available and may be obtained from Johnson Controls at an additional cost to the Customer; (c) Customer desires and has contracted for only the Equipment and/or Service(s) itemized in this Agreement; (d) the Equipment/Service(s) specified in this Agreement are for Customer's own use and not for the benefit of any third party; (e) Customer owns the premises in which the Equipment is being installed or has the authority to engage Johnson Controls to carry out the installation in the premises; and (f) Customer will comply with all laws, codes and regulations pertaining to the use of the Equipment/Service(s).

**ATTENTION IS DIRECTED TO THE WARRANTY, LIMIT OF LIABILITY AND OTHER CONDITIONS CONTAINED IN THE SECTIONS ENTITLED "TERMS AND CONDITIONS" AND "ADDITIONAL TERMS AND CONDITIONS". THIS AGREEMENT REQUIRES FINAL APPROVAL OF A JOHNSON CONTROLS AUTHORIZED MANAGER BEFORE ANY EQUIPMENT/SERVICES MAY BE PROVIDED. IF APPROVAL IS DENIED, THIS AGREEMENT WILL BE TERMINATED AND JOHNSON CONTROLS ONLY OBLIGATION TO CUSTOMER WILL BE TO NOTIFY CUSTOMER OF SUCH TERMINATION AND REFUND ANY AMOUNTS PAID IN ADVANCE.**

[Signature Follow on Next Page]



COMMERCIAL SALES AGREEMENT

TOWN NO.  
0473-WILLIAMSPORT,  
PA

CUSTOMER NO.  
147303239

JOB NO.

PO NO.

ESTIMATE NO.  
1-6AVJ3Z4

IF MAINTENANCE SERVICE IS DECLINED, CUSTOMER MUST INITIAL  
HERE \_\_\_\_\_

JOHNSON CONTROLS SECURITY SOLUTIONS LLC

IF A 5-DAY FAMILIARIZATION PERIOD IS REQUESTED, CUSTOMER MUST INITIAL  
HERE \_\_\_\_\_

CUSTOMER: \_\_\_\_\_

Presented by: \_\_\_\_\_  
(Signature of Johnson Controls Sales Representative)

Accepted By: \_\_\_\_\_  
(Signature of Customer's Authorized Representative)

Sales Agent: Melinda Irwin  
Sales Representative Registration Number (if applicable): \_\_\_\_\_

\_\_\_\_\_  
(Name Printed)

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

CUSTOMER APPROVAL:

Please check the applicable box indicating Customer Purchase Order (PO) Requirements:

☐ No PO Required   ☐ Single PO Required for Initial Term   ☐ Annual PO Required   ☐ ANSC PO Required Yearly

ANSC = Annual Service Charge

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## COMMERCIAL SALES AGREEMENT

TOWN NO.  
0473-WILLIAMSPORT,  
PA

CUSTOMER NO.  
147303239

JOB NO.

PO NO.

ESTIMATE NO.  
1-6AVJ3Z4

### SCOPE OF WORK / SCHEDULE OF PROTECTION

IV. **SCOPE OF WORK / SCHEDULE OF PROTECTION ("SOW"):** Johnson Controls agrees to install or cause to be installed the Equipment and furnish the Service(s), collectively, the System, on the terms and conditions set out in this Agreement.

A. **Ownership of System and/or Equipment:** Direct Sale (equipment to become property of the Customer upon payment of Installation Charges and Fees in full).

B. **Services to be Provided ("Services")**

Alarm monitoring and Notification Services:

Burglar Alarm and Fire Alarm Monitoring PROVIDED, Monitoring with Additional Group Service PROVIDED, 2 Phone Lines, Daily Dialer Test Services PROVIDED

Video Surveillance Services:

No Service Selected

Managed Access Control Services:

DataSource Service PROVIDED

Video Equipment:

No Service Selected

Maintenance Service Plan; Preventive Maintenance/Inspection:

Essential Maintenance PROVIDED

Additional Services:

No Service Selected

C. **Equipment to be Installed ("Equipment"):** Johnson Controls will install, or cause to be installed, the Equipment (or equivalent), as set forth in this SOW in Customer's designated facility(ies). As used herein, "installation" means: (i) affixing all Equipment and materials provided by Johnson Controls at such locations within the facility(ies) as are designated by Customer; (ii) providing and pulling cables/wires required to connect the Equipment to Customer's Communications Facilities and making such connections; (iii), in the case of a Digital Communicator installation, mount Equipment and plug into RJ31X phone jack previously installed by Customer; (iv) in the case of radio installation, mount radio Equipment and program Equipment with number furnished by Customer; (v) providing and installing software/firmware required by the Equipment; (vi) performing testing as required to establish that the Johnson Controls Equipment is connected, is functioning according to its specifications, and is communicating over Customer's Communications Facilities; and (vii) providing user-level training to Customer's designated representative in the use of such Equipment.

Qty	Product Name	Location
1	Permit fees not included will be additional costs if required	Permit fees not included will be additional costs
1	Programming	
1	Testing	
1	Replace existing control panel	Replace existing control panel
1	Plug-in Communicator, Telephone	
1	Alarm Intrusion, Accessory, Phone Cord-7 Ft Dual Modr	
2	ALPHA COMM CNTR, OFF-WHT	
4	Replacement relays	Replacement relays
1	RELAY MODULE 5 AMP	
1	BELL SUPERVSN MOD 12V/24V	
1	POPEX ZONE EXPANDER	
1	SDI Splitter / Isolator	
1	AS NOW INSTALLED:	
6	Manual Pull Station	
6	Heat Detector	
4	Horn/Strobe Unit(s)	
10	Smoke Detector	
2	Strobe Units	

D. **CHARGES AND ESTIMATED TAX:**

1. **Installation Charge:**

Installation Charge Amount:	\$5,491.83
* Estimated Tax(es):	\$0.00
<b>TOTAL INSTALLATION CHARGE:</b>	<b>\$5,491.83</b>
Installation Deposit Amount:	\$2,745.91

2. **Annual Service Charge:**



Annual Service Charge Amount:	\$792.00
* Estimated Tax(es):	\$0.00
<b>TOTAL ANNUAL SERVICE CHARGE:</b>	<b>\$792.00</b>

\* Tax value shown is estimated and may differ from the actual tax value that will be on the invoice.

**E. Scope of Work:** This Section is intended for installation use only. Any language contained in this Section that attempts to modify the Terms and Conditions of this Agreement shall be void and of no effect.

Contact Information: Bob Stoudt 570-337-2060, 570-437-3131 RStoudt@MontourRec.com

System Operation: Service job 87804018 Jerry Nuss determined lightning strike during July storm Johnson Controls Security Solutions LLC technicians will remove the control panel and keypads. The technicians will replace the control panel and keypads and some of the internal control panel modules. The entire system will be tested to verify that all points function properly. If burglar alarm points do not test in, remove from system.

Programming Info: JCI technician will program the current system to meet today's standards for a commercial fire system and the burglary portion will be programmed to meet the customers requirements.

Site Conditions: This is a single story facility with multiple areas.

Existing Equipment: There is an existing Bosch D9412 combination control panel with two keypads, 4 octo relays and two phone lines for monitoring. Most of the field devices are hard wired.

Customer Expectations: 8am to 5pm

Training Expectations: Educate customer on new panel.

General Comments: If required, the customer will provide all permits and / or inspections unless other arrangements are made with Johnson Controls Security Solutions. With the additions and changes to the current combination security system if any of the existing cable along with the wiring configurations or existing devices are found to be non-functional or non-compatible with the changes that are being provided to the system the customer will be notified of the issues, the necessary corrections and the additional costs, if any, prior to the completion of the work.

Customer Responsibilities / Johnson Controls Exclusions: The customer will provide the following items: All 120vac circuits and / or outlets where needed. Access to all areas where the work must be completed. The customer will provide two POT's type loop start phone lines with RJ 31X phone jacks at the control panel for the transmission of the control panels signals.

Documentation Needs: New Zone List. New Owners Manual. New Decals, remove Tyco Decals.

**Contract Notes -**

Description
Should any burglar device be defective, customer has requested not to replace burglar devices.

## TERMS AND CONDITIONS

<b>TERMS AND CONDITIONS</b>
V. Customer and Johnson Controls agree as follows:
<b>A. Services.</b>
<p>A.1. Central Station Signal Receiving and Notification ("Alarm Monitoring") Services. 1. If an alarm signal registers at Johnson Controls' alarm monitoring center ("CMC"), Johnson Controls will endeavor to notify the appropriate Police or Fire Department and if required by local law, the Customer's designated representative. If a burglar alarm signal or fire signal registers at Johnson Controls' CMC, Johnson Controls at its sole discretion may endeavor to contact the Customer's premises by telephone to verify that the alarm is not false. Failing to contact the Customer promptly or questioning the nature of the response received upon such contact, Johnson Controls shall endeavor to notify the appropriate Police/Fire Department. If a supervisory or trouble signal registers at Johnson Controls' CMC, Johnson Controls will endeavor to notify the Customer's designated representative. 2. If Customer has purchased alarm monitoring service that requires Police, Fire, Guard Response, or Medical Emergency Response/Notification or Two Way Voice monitoring services and such an alarm is received at Johnson Controls' CMC, then Johnson Controls may, in its sole discretion, endeavor either (a) to contact Customer and/or anyone Customer has identified as having authority to act on Customer's behalf on Customer's Emergency Contact List ("ECL") by telephone or Two Way Voice communication, or (b) use video or audio feed from Customer's premises to confirm that the alarm is not false. If Johnson Controls fails to contact Customer or someone on Customer's ECL or, if Johnson Controls questions the response received upon such contact, then Johnson Controls will endeavor to notify the appropriate Police/Fire Department or other emergency response provider. If Guard Response Service is being provided, Johnson Controls will, for an alarm that requires Police response, endeavor to dispatch a Johnson Controls Representative to make an investigation of the exterior of the premises from his/her vehicle and, upon evidence of an attack, Johnson Controls will endeavor to notify the appropriate Police Department. JOHNSON CONTROLS WILL NOT ARREST OR DETAIN ANY PERSON. Customer agrees that Johnson Controls will have no liability pertaining to the recording (or failure to record) or publication of any Two Way Voice communications, Internet, or other Video recordings or the quality of such recordings, if any. 3. If Supervisory Alarm or Trouble Alarm monitoring services are purchased (or if such services are actively programmed into the System) and such an alarm is received by Johnson Controls, Johnson Controls will endeavor to notify Customer's designated representative. 4. If Customer has identified persons on Customer's ECL authorized to act on Customer's behalf, Johnson Controls will endeavor to contact such persons before Johnson Controls endeavors to notify the Police/Fire Department. 5. The System may not operate with other companies' alarm monitoring equipment. If Customer cancels any Services, this incompatibility may prevent Customer from continuing to use the System. Customer understands that local laws, ordinances or governmental policies may restrict and/or limit Johnson Controls' ability to provide alarm monitoring and notification services and/or necessitate modified or additional services and expense to Customer. Customer understands that Johnson Controls may employ any number of current or future industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings on alarm panels including those authorized under ANSI-SIA CP-01-2000; default settings for "swinger shutdown" of specific alarm zones; implementation of "partial clear time bypass" procedures at Johnson Controls' CMC; and/or other similar measures employed by Johnson Controls' sole discretion. THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ACTIVATION UNTIL CUSTOMER MANUALLY RESETS THE ALARM SYSTEM. 6. Customer understands that, upon receiving notification that a fire or carbon monoxide signal has been received by Johnson Controls, the Police, Fire Department or other responding authority may forcibly enter Customer's premises. 7. Alarm Verification Services. Intrusion detection/burglar alarm equipment may require activation of two sensors, or a second activation of a single sensor, or activation of a continuous alarm event from a single sensor to meet the requirements of local laws, ordinances or other requirements of the Police Department. Customer is solely responsible for operating on-premises bypass or switch units to disconnect or reconnect the alarm sounding or transmitting equipment. 8. 5-Day Familiarization Period. If Customer has requested a 5-day "Familiarization Period" following completion of installation, and if needed, an extension period to enable Customer to become familiar with the system operation, then during this Familiarization Period Customer agrees that if any signal (including an alarm signal) of any nature registers at Johnson Controls' CMC, Johnson Controls will not respond to any signals, or endeavor to notify any authorities, Customer, or Customer's designated representative(s), or undertake any other action with regard to any signal, whether or not due to an actual emergency event. 9. Direct Connection Service. If such service is available/required in Customer's location a "Direct Connection" may be made to the Customer's Municipal Police, Fire Department, or other agency, and signals transmitted by the System will be monitored directly by such Municipal Police, Fire Department, or other agency personnel (collectively, "Municipal Personnel"), none of whom are agents of Johnson Controls. Johnson Controls does not assume any responsibility or liability for the manner in which such signals are monitored or the response, if any, made by such Municipal Personnel to such signals. 10. Parallel Protection Service. If Customer chooses a Johnson Controls approved cellular back-up service, alarm signals may be transmitted to Johnson Controls' CMC from Customer's premises over a cellular communications network if Customer's primary telephone service is interrupted.</p> <p>A.2. Communication Facilities. (a) Authorization. To facilitate Johnson Controls' ability to provide Service under this Agreement, Johnson Controls may make requests for information, service, or equipment in any respect on behalf of Customer to Customer's telephone service provider, wireless carrier, or other entity providing communication facilities or services for transmission of alarm signals (the "TeleCo"). (b) Digital Communicator. If a Digital Communicator is used to connect to Johnson Controls' CMC, Customer will provide a connection through a telephone jack to Customer's TeleCo service as required to operate the System, Equipment, or to provide the Service. Such connection will be electrically first before any other telephone or Customer equipment, and will be located within 10 feet of the alarm/control panel. Johnson Controls will provide such connection at Customer's request and expense. (c) General. JOHNSON CONTROLS' RECEIPT OF ALARM SIGNALS, ELECTRONIC DATA, VOICE DATA OR IMAGES (COLLECTIVELY, "ALARM SIGNALS") FROM THE EQUIPMENT OR SYSTEM INSTALLED IN CUSTOMER'S PREMISES IS DEPENDENT UPON PROPER TRANSMISSION OF SUCH ALARM SIGNALS. JOHNSON CONTROLS CMC CANNOT RECEIVE ALARM SIGNALS WHEN THE CUSTOMER'S TELECO SERVICE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH, OR IS OTHERWISE DAMAGED, OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELECO SERVICE OR TRANSMISSION MODE FOR ANY REASON INCLUDING BUT NOT LIMITED TO NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT SIGNAL TRANSMISSION FAILURE MAY OCCUR OVER CERTAIN TYPES OF TELECO SERVICES SUCH AS SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR, WIRELESS OR PRIVATE RADIO, OR CUSTOMER'S PROPRIETARY TELECOMMUNICATION NETWORK, INTRANET OR IP-PBX, OR OTHER THIRD-PARTY EQUIPMENT OR VOICE/DATA TRANSMISSION NETWORKS OR SYSTEMS OWNED, MAINTAINED OR SERVICED BY CUSTOMER OR THIRD PARTIES. IF: (1) THERE IS A LOSS OF NORMAL ELECTRIC POWER TO THE MONITORED PREMISES OCCURS (THE BATTERY BACK-UP FOR JOHNSON CONTROLS' ALARM PANEL DOES NOT POWER CUSTOMER'S COMMUNICATION FACILITIES OR TELECO SERVICE); OR (2) ELECTRONIC COMPONENTS SUCH AS MODEMS MALFUNCTION OR FAIL. CUSTOMER UNDERSTANDS THAT JOHNSON CONTROLS WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF THE ALARM SYSTEM WITH CUSTOMER'S TELECO SERVICE AT THE TIME OF INITIAL INSTALLATION OF THE ALARM SYSTEM AND THAT CHANGES IN THE TELECO SERVICE'S DATA FORMAT AFTER JOHNSON CONTROLS' INITIAL REVIEW OF COMPATIBILITY COULD MAKE THE TELECO SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO JOHNSON CONTROLS' CMC. IF JOHNSON CONTROLS DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELECO SERVICE IS COMPATIBLE, JOHNSON CONTROLS WILL PERMIT CUSTOMER TO USE ITS TELECO SERVICE AS THE PRIMARY METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT JOHNSON CONTROLS RECOMMENDS THAT CUSTOMER ALSO USE AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO JOHNSON CONTROLS' CMC REGARDLESS OF THE TYPE OF TELECO SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF JOHNSON CONTROLS DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELECO SERVICE IS, OR LATER BECOMES, NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER TELECO SERVICE THAT IS NOT COMPATIBLE, THEN JOHNSON CONTROLS WILL REQUIRE THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO JOHNSON CONTROLS AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO JOHNSON CONTROLS' CMC. JOHNSON CONTROLS WILL NOT PROVIDE FIRE OR SMOKE ALARM MONITORING FOR CUSTOMER BY MEANS OTHER THAN AN APPROVED TELECO SERVICE AND CUSTOMER UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE FOR ASSURING THAT IT USES APPROVED TELECO SERVICE FOR ANY SUCH MONITORING AND THAT IT COMPLIES WITH NATIONAL FIRE ALARM STANDARDS AND LOCAL FIRE CODES. CUSTOMER ALSO UNDERSTANDS THAT IF CUSTOMER'S ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT ALARM SIGNALS IF THE TELECO SERVICE IS INTERRUPTED, AND THAT JOHNSON CONTROLS MAY NOT BE ABLE TO DOWNLOAD SYSTEM CHANGES REMOTELY OR PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-APPROVED TELECO SERVICE. CUSTOMER ACKNOWLEDGES THAT ANY DECISION TO USE A NON-APPROVED TELECO SERVICE AS THE METHOD FOR TRANSMITTING ALARM SIGNALS IS BASED ON CUSTOMER'S OWN INDEPENDENT BUSINESS JUDGMENT AND THAT ANY SUCH DECISION IS MADE WITHOUT ANY ASSISTANCE, INVOLVEMENT, INPUT, RECOMMENDATION, OR ENDORSEMENT ON THE PART OF JOHNSON CONTROLS. CUSTOMER ASSUMES SOLE AND COMPLETE RESPONSIBILITY FOR ESTABLISHING AND MAINTAINING ACCESS TO AND USE OF THE NON-APPROVED TELECO SERVICE FOR CONNECTION TO THE ALARM MONITORING EQUIPMENT. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM SYSTEM MAY BE UNABLE TO SEIZE THE TELECO SERVICE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION HAS DISABLED, IS INTERFERING WITH, OR BLOCKING THE CONNECTION.</p> <p>A.3.1 Enhanced Maintenance Service Plan. Intentionally left blank - Services have not been purchased.</p> <p>A.3.2 Expert Maintenance Service Plan. Intentionally left blank - Services have not been purchased.</p> <p>A.3.3 Optimum Maintenance Service Plan. Intentionally left blank - Services have not been purchased.</p> <p>A.3.4 Essential Maintenance Service Plan ("Essential Maintenance"). If Customer selects Essential Maintenance, Customer shall bear the expense of any labor, parts, components,</p>

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materials and/or equipment required to maintain/repair the covered Equipment for issues not covered by the Warranty set forth herein. Customer shall pay for such labor and/or materials for such work at Johnson Controls' then applicable rates. Essential Maintenance will be furnished during Johnson Controls' "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). Essential Maintenance performed outside of these hours is subject to additional charges.

A.4. Testing/Inspections Service ("T/I"). Intentionally left blank - Services have not been purchased.

A.5. Investigator Response Service. Intentionally left blank - Services have not been purchased.

A.6. Select View Managed Video Services/Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.

A.6.1. Video/Audio Alarm Verification Service/Video Verification. Intentionally left blank - Services have not been purchased.

A.6.2. Video Guard Tour. Intentionally left blank - Services have not been purchased.

A.6.3. Video Escort. Intentionally left blank - Services have not been purchased.

A.6.4. Video Assist. Intentionally left blank - Services have not been purchased.

A.6.5. Video Audit. Intentionally left blank - Services have not been purchased.

A.6.6. Outdoor Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.

A.6.7. Managed Video Portal. Intentionally left blank - Services have not been purchased.

A.6.8. Unattended Delivery – Alarm Based Video Monitoring. Intentionally left blank - Services have not been purchased.

A.6.9. Unattended Delivery – Live Video Monitoring of Process - Intentionally left blank - Services have not been purchased.

A.9. Vision/Vision with Auditing. Intentionally left blank - Service is no longer offered.

A.10. Hosted Access. Intentionally left blank - Services have not been purchased.

A.11. Data Hosting/Storage Services. Intentionally left blank - Services have not been purchased.

A.12. Data Hosting/Storage Services Encrypted. Intentionally left blank - Services have not been purchased.

A.13. Mobile Security Management ("MSM") Services. Intentionally left blank - Services have not been purchased.

A.13. Mobile Security Management ("MSM") Services. Intentionally left blank - Services have not been purchased.

A.14. Software Support Services – No Upgrades. Intentionally left blank - Services have not been purchased.

A.15. Lynx Network Duress and Emergency Notification System ("Lynx System"). Intentionally left blank – Lynx System/Services have not been purchased.

A.16. RFID Tracking System ("System"). Intentionally left blank – RFID Systems have not been purchased.

A.17. HID SEOS Mobile Credential Service ("Service"). Intentionally left blank – Service has not been purchased.

A.18. Customer For Life Program ("Service"). Intentionally left blank – Service has not been purchased.

A.19. Outdoor Radar Perimeter Protection. Intentionally left blank – System has not been purchased.

A.20. Self-Printing Service. Intentionally left blank – Service has not been purchased.

A.21. Audio Enabled Devices. Intentionally left blank – Equipment has not been purchased.

A.22. Proactive Health Services. Intentionally left blank - Services have not been purchased.

A.23. Automated Notification. Intentionally left blank - Services have not been purchased.

A.24. Remote Technical Services. Intentionally left blank - Services have not been purchased.

A.25. Anyvision Devices. Intentionally left blank – Equipment has not been purchased.

A.26. WhosOnLocation Service. Intentionally left blank - Services have not been purchased.

A.27. Vape Detection System. Intentionally left blank - Services have not been purchased.

A.28. Alcatraz Cloud Service. Intentionally left blank - Services have not been purchased.

A.28. Alcatraz Cloud Service. Intentionally left blank - Services have not been purchased.

A.28. Alcatraz Cloud Service. Intentionally left blank - Services have not been purchased.

A.29. CloudVue Service. Intentionally left blank - Services have not been purchased.

A.30. Visual Alarm Verification Service. Intentionally left blank - Services have not been purchased.

A.31. Halo Smart Sensor System. Intentionally left blank - System have not been purchased.

A.32. Embedded Resource Services. Intentionally left blank - Service have not been purchased.

A.33. Additional Services. If any other services, including but not limited to the following, are being furnished under this Agreement, Customer and Johnson Controls will enter into a separate Rider that will be attached to and incorporated as part of this Agreement: (a) Select Link - Immediate Response Information System (IRIS) (b) Managed Access Control (c) Electronic Article Surveillance ("EAS") (d) Guard Response Service (e) Radio Frequency Identification ("RFID") (f) Training Services (g) Watchman's Reporting Service.

B. Warranty (90-Day). 1. If the transaction type is "Direct Sale", any part of the System (as distinguished from the Firmware/Software) installed under this Agreement, including the wiring, which proves to be defective in material or workmanship within ninety (90) days of the date of completion of the installation ("Warranty Period"), will be repaired or replaced, at in Johnson Controls' option with a new or functionally operative part. Materials required to repair or replace such defective components will be furnished at no charge during the Warranty Period. Warranty Services will be furnished during Johnson Controls' "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). Warranty Service performed outside of these hours is subject to additional charges. 2. For "Johnson Controls-Owned" equipment/systems: (a) the equipment/systems are provided "AS IS" and without warranty; and (b) Customer is responsible to maintain such equipment/system in good working order.

3. The following "Conditions" are not covered by Warranty: (a) damage or extra service time needed resulting from accidents, acts of God, lightning, strikes, riots, floods, terrorism, acts of War, alteration, misuse, tampering or abuse, adjustments, repairs or maintenance not performed by Johnson Controls, or from parts, equipment, accessories, attachments or other devices not furnished by Johnson Controls; (b) Customer's failure to properly follow operating instructions provided by Johnson Controls or OEM; (c) adjustments necessitated by misalignment of video cameras, improper adjustment of monitor brightness and contrast tuning dials or insufficient light on the area viewed by the camera(s); (d) trouble due to interruption of Internet, telecommunications, and/or electrical service; (e) battery failure; (f) devices designed to fail in protecting the equipment/system, such as, but not limited to, fuses and circuit breakers; and



(g) System modifications/customization requested by Customer. If Customer calls Johnson Controls for Warranty Service and Johnson Controls' representative finds that one of the "Conditions" has led to the inoperability or apparent inoperability of the Equipment/System or any component, Johnson Controls may bill Customer for the service call whether or not Johnson Controls actually works on the Equipment/System. If repairs are required due to one of the above "Conditions", Johnson Controls will charge Customer for such work on a time and materials basis at Johnson Controls' then applicable rates for labor and materials.

4. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING JOHNSON CONTROLS' NEGLIGENCE, IS REPAIR OR REPLACEMENT AS SPECIFIED ABOVE. JOHNSON CONTROLS WILL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY, HOWEVER OCCASIONED, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY OR CONTRACT BY JOHNSON CONTROLS OR NEGLIGENCE OF JOHNSON CONTROLS OR OTHERWISE. Johnson Controls makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

C. System Requirements, Miscellaneous. 1. Vaults. Customer must ensure that any Customer vault protected by sound or vibration detector systems has the minimum construction characteristics prescribed by the Underwriters' Laboratories, Inc. 2. System Testing. Customer must test all detection devices or other electronic equipment according to procedures prescribed by Johnson Controls prior to setting the alarm system for closed periods and must notify Johnson Controls promptly if such equipment fails to respond to any such test. 3. Familiarization Period. UNLESS CUSTOMER HAS REJECTED THE FAMILIARIZATION PERIOD (EXCEPT WHERE A FAMILIARIZATION PERIOD IS REQUIRED BY LAW), CUSTOMER AGREES THAT: (a) DURING A FIVE (5) DAY FAMILIARIZATION PERIOD, OR SUCH PERIOD AS IS REQUIRED BY LAW; AND (b) FOLLOWING COMPLETION OF THE INSTALLATION AND THE COMMUNICATIONS CONNECTION TO JOHNSON CONTROLS' CMC (AND DURING ANY APPLICABLE EXTENSIONS), JOHNSON CONTROLS HAS NO OBLIGATION TO, AND WILL NOT, RESPOND TO ANY ALARM SIGNAL RECEIVED AT THE JOHNSON CONTROLS' CMC FROM CUSTOMER'S PREMISES DURING SUCH FAMILIARIZATION PERIOD. CUSTOMER ALSO AGREES THAT DURING SUCH PERIOD JOHNSON CONTROLS HAS NO OBLIGATION TO, AND WILL NOT, NOTIFY ANY AUTHORITIES, CUSTOMER, OR A PERSON ON CUSTOMER'S EMERGENCY CONTACT LIST, OR TAKE ANY OTHER ACTION WITH REGARD TO ANY ALARM SIGNAL JOHNSON CONTROLS RECEIVES, EVEN IF DUE TO AN ACTUAL EMERGENCY EVENT. 4. Special Equipment Requirements. If Customer requires installation or service of equipment in areas inaccessible without the use of lifts or cranes, or if non-standard conditions at the Customer's site require special equipment for installation or service, Customer will provide such equipment, or will reimburse Johnson Controls for any applicable charges or fees. 5. Training Services. Johnson Controls provides initial training to Customer on use of the equipment installed at the time of installation. Thereafter, Customer may purchase additional training in one-hour increments at Johnson Controls' then current rate. 6. Site Preparation, Intrusion and Restoration. Unless otherwise noted herein, Customer is responsible for providing: (a) any necessary electric current, (b) an outlet within 10 feet of an alarm control panel, (c) telephone connections, (d) network drops, and (e) any required conduit, wiremold, or other raceway, (f) any required IP address assignments, and (g) additional network software licensing. The installation of the equipment/system may necessarily require cutting, bolting or fastening into Customer's floors, walls and/or ceilings. Johnson Controls shall not be responsible for any expenses related to intrusion, mold, fungi, bacteria, wet/dry rot, patching, floor or wall finishing, or paint, tile, carpet or wallpaper matching, restoration or replacement resulting from installation or service of the equipment/system. 7. Battery Powered Devices. Customer understands that any battery-powered motion detectors, smoke detectors, door and window contact transmitters and other detection sensors installed/serviced under this Agreement require batteries to operate. THESE BATTERY-POWERED DETECTION SENSORS WILL NOT OPERATE, AND THE ALARM WILL NOT SOUND, IF THE BATTERY ENERGY LEVEL OR CHARGE IS LOW, OR DEPLETED. It is Customer's sole responsibility to maintain and replace any batteries. Customer shall carefully read and follow the owner's manual, instructions and warnings for all such equipment and regularly inspect the sensors for dirt and dust buildup and test the sensors weekly to help maintain continued operation. 8. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Johnson Controls secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

7. Closed Circuit Television ("CCTV")/Video Equipment. Intentionally left blank – no CCTV/Video Equipment has been purchased.

8. New York City Fire System. Intentionally left blank. – covered system is not installed in NYC

D. Electronic Media; Personal Information; Consent to Call, Text or Email. 1. Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. Johnson Controls may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or has demonstrated its intent to be bound whether by electronic signature or otherwise. 2. Personal Information. Customer represents and warrants that Customer has obtained all consents and has the right to (a) disclose to Johnson Controls all personal information disclosed hereunder concerning individuals/employees or other third parties including all information contained in Customer's Emergency Call List ("ECL"); (b) permit Johnson Controls to collect (including consent to record telephone conversations with Johnson Controls), use, disclose and transfer such personal information; and (c) expressly authorizes Johnson Controls to use such personal information to administer the relationship and the agreement between Customer and Johnson Controls, including, but not limited to, contacting Customer personnel at the telephone numbers and/or email addresses provided; (i) using SMS, text, prerecorded messages, or automated calling devices to deliver messages to set/confirm a service/installation appointment; and/or (ii) to provide information or offers about products and services of interest to Customer. Customer acknowledges and agrees that Johnson Controls may share all such information with its parents, subsidiaries, affiliates and its/their successor corporations or any subcontractor or assignee, within and outside the country in which the Customer is located and thereby subject such information to the laws of such countries.

E. Limitation of Liability. 1. Johnson Controls is not an insurer. The amounts Johnson Controls charges Customer are not insurance premiums. Such charges are based upon the value of the Services, System and Equipment provided and are unrelated to the value of Customer's property, the property of others located in Customer's premises, or any risk of loss on Customer's premises. 2. Johnson Controls' services, systems and equipment do not cause and cannot eliminate occurrences of the events they are intended to detect or avert. Johnson Controls MAKES NO GUARANTEE OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SERVICES, SYSTEM OR EQUIPMENT SUPPLIED WILL DETECT OR AVERT SUCH EVENTS OR THE CONSEQUENCES THEREFROM. Accordingly, Johnson Controls and its suppliers do not undertake any risk that Customer's person or property, or the person or property of others, may be subject to injury or loss if such an event occurs. The allocation of such risk remains with Customer, not Johnson Controls nor its suppliers. Insurance, if any, covering such risk shall be obtained by Customer. Neither of Johnson Controls nor its suppliers shall have any liability for loss, damage or injury due directly or indirectly to events, or the consequences thereof, which the System or Services are intended to detect or avert. Customer shall look exclusively to its insurer and not to Johnson Controls or its suppliers to pay Customer in the event of any such loss, damage or injury. Customer releases and waives for itself and its insurer all subrogation and other rights to recover from Johnson Controls and its suppliers arising as a result of paying any claim for loss, damage or injury of Customer or another person.

3. If notwithstanding the provisions of this Section E, Johnson Controls and/or one or more of its suppliers are found liable for loss, damage or injury under any legal theory due to a failure of the Services, System or Equipment in any respect, the liability of Johnson Controls and its suppliers shall be limited to a sum equal to 10% of the Annual Service Charge or \$1,000, whichever is greater, as agreed upon damages and not as a penalty, as Customer's sole remedy. This will be the sole remedy because it is impractical and extremely difficult to determine the actual damages, if any, which may result from Johnson Controls' or its suppliers' failure to perform any of its obligations under this Agreement. If Customer requests, Johnson Controls may assume greater liability by attaching a Rider to this Agreement stating the extent of Johnson Controls' additional liability and the additional charges Customer will pay for Johnson Controls' assumption of such greater liability. However, such additional charges are not insurance premiums and Johnson Controls is not an insurer even if it enters into such a Rider.

4. The provisions of this Section E shall apply no matter how the loss, damage or injury or other consequence occurs, even if due to Johnson Controls' or its suppliers' performance or nonperformance of their respective obligations under this Agreement or from negligence, active or otherwise, strict liability, violation of any applicable consumer protection law or any other alleged fault on the part of Johnson Controls, its suppliers, agents or employees.

If any other person, including Customer's subrogating insurer, makes any claim or files any lawsuit against Johnson Controls or its suppliers in any way relating to the Services, System or Equipment that are the subjects of this Agreement, then Customer shall indemnify and hold Johnson Controls and its suppliers harmless from any and all such claims and lawsuits including the payment of all damages, expenses, costs and attorneys' fees.

5. No suit or action shall be brought against Johnson Controls or its suppliers, agents, employees, subsidiaries, affiliates or parents (both direct and indirect) more than one year after the incident that resulted in the loss, injury or damage occurred. Except as provided for herein, Johnson Controls' claims must also be brought within one year. Claims not subject to the one-year limitation include claims for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies. 6. The provisions of this Section E shall apply to and benefit Johnson Controls and its agents, employees, contractors, subsidiaries, affiliates, parents (both direct and indirect), vendors, suppliers and affinity

marketers. If this Agreement provides for a direct connection to a municipal police or fire department or other organization, then that department or other organization may also invoke the provisions of this Section E against any claims due to any failure of such department or organization. Johnson Controls and its suppliers are not responsible for the preservation of any computer programs or data and Customer is responsible for maintaining adequate back-ups.

F. Other Charges; Remedies; Termination. 1. There may be a service charge to Customer for cancelled installation/service appointments if Customer cancels less than 24-hours prior to dispatch, or if Johnson Controls' representative is sent to the Customer's premises in response to a service call for false alarm or System malfunction caused by Customer's operation contrary to instructions, failure to close or properly secure a window, door or other protected point, or improper adjustment of monitors or accessory components. 2. Failure to pay amounts when due is a material breach of this Agreement and shall give Johnson Controls, in addition to any other available remedies, the right to stop performing any Services and/or withhold further delivery of Equipment and other materials, terminate or suspend any software licenses, and/or terminate this Agreement and to charge interest on the amounts that remain unpaid more than thirty (30) days past the due date specified in the invoice(s) at a rate equal to the lesser of 1.5% per month or the maximum rate permitted under applicable law, until payment is made in full. Customer agrees to pay all costs, expenses and fees of Johnson Controls' enforcement of this Agreement, including collection expenses, court costs, and attorneys' fees. In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable. Installation Charge(s) are based on Johnson Controls performing the installation with its own personnel. If for any reason installation must be performed by outside contractors, Installation Charge(s) may be subject to revision. 3. In addition to any other remedies available to Johnson Controls, Johnson Controls may terminate this Agreement and discontinue any Service(s) if (a) Johnson Controls' CMC is substantially damaged by fire or catastrophe or if Johnson Controls is unable to obtain any connections or privileges required to transmit signals between the Customer's premises, Johnson Controls' CMC or the Municipal Fire or Police Department or other first responder; (b) Customer fails to follow Johnson Controls' recommendations for the repair or replacement of defective parts of the System not covered under the Warranty or QSP Service; (c) Customer's failure to follow the operating instructions provided by Johnson Controls results in an undue number of false alarms or System malfunction; (d) in Johnson Controls' sole opinion, the premises in which the System is installed are unsafe, unsuitable, or so modified or altered after installation as to render continuation of Service(s) impractical or impossible; (e) Johnson Controls is unable to obtain or continue to support technologies, TeleCom Services, Communication Facilities, Equipment or component parts thereof that are discontinued, become obsolete or are otherwise not commercially available; or (f) Customer fails to make payments when due or otherwise breaches this Agreement. Johnson Controls will not be liable for any damages or subject to any penalty as a result of any such termination.

G. Hazardous Materials. For all projects except those involving new construction, Customer represents and warrants that to the best of Customer's knowledge the work site is free of any hazardous materials. The term "hazardous materials" includes but is not limited to asbestos, asbestos-containing material, polychlorinated biphenyl ("PCB"), formaldehyde or other potentially toxic or otherwise hazardous material. If any such substance is discovered on the work site, Johnson Controls will not be required to install or service the Equipment at such site unless and until Customer certifies the removal or safe containment of such hazardous materials. Customer shall indemnify, defend, and hold Johnson Controls, its officers, directors, agents, and vendors harmless from any damages, claims, injuries, liabilities resulting from the exposure of Johnson Controls' employees, contractors, or subcontractors to hazardous materials at the work site; provided, however, that the foregoing provision will not apply when it has been determined that such hazardous materials were brought to the work site by Johnson Controls.

H. Waivers. 1. Waiver of Jury Trial. CUSTOMER AND JOHNSON CONTROLS BOTH AGREE TO WAIVE THEIR RIGHT TO A JURY TRIAL IN ANY LEGAL PROCEEDING ARISING OUT OF OR IN ANY MANNER CONNECTED WITH OR RELATED TO THIS AGREEMENT. 2. Mutual SAFETY Act Waiver. Certain of Johnson Controls' systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Johnson Controls and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

I. Miscellaneous. 1. Enforceability. If any of the provisions of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. 2. Paragraph and Section Headings; Captions; Counterparts. The headings and captions contained in this Agreement are inserted for convenience or reference only, and are not to be deemed part of or to be used in construing this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. 3. FARs. Johnson Controls supplies "commercial items" within the meaning of the Federal Acquisition Regulation (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. government contract or funded directly or indirectly with Federal funds, Johnson Controls will comply only with the following mandatory flow-downs for commercial item subcontracts pertaining to Utilization of Small Business Concerns, Equal Opportunity, Affirmative Action, and Veterans Employment: 52.219-8; 52.222-26; 52.222-35; 52.222-36; and 52.222-37. 4. Export Control. Customer shall not export or re-export, directly or indirectly, any: (i) product or service provided under this Agreement; (ii) technical data; (iii) software; (iv) information; or (v) items acquired under this Agreement to any country for which the United States Government (or any agency thereof) requires an export license or other approval without first obtaining any licenses, consents or permits that may be required under the applicable laws of the U.S. or other foreign jurisdictions, including the Export Administration Act and Regulations and shall incorporate in all export shipping documents the applicable destination control statements. Customer shall, at its own expense, defend, indemnify and save Johnson Controls harmless from and against all third party claims, liability, loss or damage (including attorneys' fees and other defense costs), assessed against or suffered by Johnson Controls as a result of an allegation or claim of noncompliance by Customer with this Section. The obligations contained in this Section shall survive the termination or expiration of this Agreement. 5. Insurance. Johnson Controls maintains comprehensive General Liability and Automobile Liability Insurance in amounts that meet or exceed: \$1,000,000 per incident - \$2,000,000 in the aggregate and Worker's Compensation coverage as required by law. Johnson Controls will not be required to provide a waiver of subrogation in favor of any party, nor will Johnson Controls be required to designate any party as a statutory employer for any purposes. 6. Johnson Controls Brand. Without exception, Johnson Controls-branded Signage, including yard signs, window stickers and warning signs will remain the property of Johnson Controls and may be removed by Johnson Controls at any time. Customer's right to display Johnson Controls-branded Signage is not transferable and ceases upon termination or expiration of this Agreement. 7. Resale. If Johnson Controls is connecting to a previously installed existing system, to the extent the previously installed existing system is Customer's property, it shall remain Customer's property.

J. System Software; Network Connections. 1. Any software provided with the System or in connection with the Services is proprietary to Johnson Controls and/or Johnson Controls' supplier(s) and is licensed or sublicensed to Customer on a non-exclusive basis. Customer may not (a) disclose the Software or source code to any third parties, (b) duplicate, reproduce, or copy all or any part of the Software, or (c) use the Software on equipment other than with the designated System with which it was furnished. A separate Software License Agreement or End User License Agreement between Johnson Controls and Customer and/or the software publisher may be required to use the software and/or obtain updates/upgrades. If the installed Equipment is to be connected to Customer's computer network ("Network"), Johnson Controls will furnish and install the software needed to run the Equipment and will connect the Equipment to the Network according to the Network settings supplied by Customer. Installation shall not include modifications to the Network, security, or firewall settings. Customer will supply a TCP/IP Ethernet network address and central processing unit per Johnson Controls specifications for access control system operation. Johnson Controls shall not be responsible for the setup, operation, or maintenance of the Network or Network performance or compatibility issues. Johnson Controls may assess additional charges, if Johnson Controls is unable to connect to the Network or if any additional Equipment is required to facilitate connectivity between the Network and the Equipment. 2. Open Source Software. Johnson Controls represents and warrants to the end user of the System that, to the extent the System includes any Open Source Software, the internal use and operation of the System by the end user will not create any obligation on the part of the end user under the terms of any Open Source License (i) to make any source code or object code available to third parties, or (ii) to license, disclose or otherwise make available to third parties any proprietary software, data or other information, or any associated intellectual property. As used herein, the term "Open Source Software" means any software, program, module, code, library, database, driver or similar component (or portion thereof) that is royalty free, proprietary software, the use of which requires any contractual obligations by the user such as, without limitation, that software that is subject to, distributed, transmitted, licensed or otherwise made available under any of the following licenses: GNU General Public License, GNU Library or "Lesser" Public License, Berkeley Software Distribution (BSD) license (including Free BSD and BSD-style licenses), MIT license, Mozilla Public License, IBM Public License, Apache Software License, Artistic license (e.g., PERL), Sun Industry Standards Source License, Sun Community Source License (SCSL), Intel Open Source License, Apple Public Source License, or any substantially similar license, or any license that has been approved by the Open Source Initiative, Free Software Foundation or similar group (collectively, "Open Source Licenses").

K. Force Majeure. Johnson Controls shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Johnson Controls to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Johnson Controls, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Johnson Controls. If Johnson Controls' performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Johnson Controls shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Johnson Controls is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Johnson Controls will be entitled to extend the relevant completion date by the amount of time that Johnson Controls was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably



necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Johnson Controls' cost to perform the services, Customer is obligated to reimburse Johnson Controls for such increased costs, including, without limitation, costs incurred by Johnson Controls for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Johnson Controls in connection with the Force Majeure Event.

L. Assignment. This Agreement is not assignable by the Customer except upon written consent of Johnson Controls first being obtained. Johnson Controls shall have the right to assign this Agreement or to subcontract any of its obligations under this Agreement without notice to Customer.

M. Digital Enabled Services, Software and Hosted Software Services. If Johnson Controls provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to Johnson Controls' cloud-hosted software tools and applications. Customer consents to the collection, transfer and ingestion and use of such data by Johnson Controls to enable Johnson Controls to provide, maintain, protect and improve the Digital Enabled Services and its products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against loss, or guarantee a certain level of performance. As used herein, "Digital Enabled Services" mean services provided hereunder that employ Johnson Controls software and cloud-hosted software offerings and tools ("Software") to provide, improve and enable such services. Digital Enabled Services may include, but are not limited to, (a) remote inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and system health reporting.

Implementation, deployment and Customer use of Software offered under this Agreement shall be subject to, and governed by, Johnson Controls' standard terms for such Software and Software related professional services that may be updated by Johnson Controls from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated in this Agreement by reference. Other than the right to use the Software as set forth in the Software Terms, Johnson Controls and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. Software licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

Notwithstanding any other provisions of this Agreement, unless otherwise set forth in the applicable SOW, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted in the applicable SOW. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Invoices are due upon receipt unless otherwise specified on the invoice. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at Johnson Controls' then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

N. Privacy. 1. Johnson Controls as Processor: Where Johnson Controls factually acts as Processor of Personal Data (as defined therein) on behalf of Customer, the terms at [www.johnsoncontrols.com/dpa](http://www.johnsoncontrols.com/dpa) shall apply. 2. Johnson Controls as Controller: Johnson Controls will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with Johnson Controls' Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges Johnson Controls' Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Company is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

O. Johnson Controls License Information: AL 1498, 1499, 1500, 1501, 1502, A-0244, The Security Industry is governed by the rules and regulations of the Alabama Electronic Security Board of Licensure. If you would like information on these rules and regulations or would like to register a complaint you can contact the Board at: AESBL 7956 Vaughn Rd., Montgomery 36116, (334) 264-9388 Fax: 334-264-9332 AK 125516; 1058473, 5430 Fairbanks Street, Suite 7 Anchorage, AK 99507 AR 0000199, 0030740118 Regulated by Arkansas Bd. of Private Investigators & Private Security Agencies, #1 State Police Plaza Dr., Little Rock 72209, (501) 618-8600 AZ ROC281489, 18267-0 CA 977249; alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814 CT 0106099-L5 DC ECS1327 FL EF20000890, EF20000341, EF0000478 GA LVA002833, LVA205386, LVU004635 HI CT-32427 ID PWC-C-12256-A-4, RCE-33602, ECO12834 IL 127001526, 128000247, 128000246, 128000243 LA 24889, F523, F489 MA 401-C, MI 3601206912, A-0352, A-0170, 3602206914, A-0638, 3602206913, A-1058, A-1199 Whitcomb Avenue Madison Heights, MI 48071; MN TS651063 MS 15024088, 19530-SC NC 846-CSA, 28510-SP-FA/LV, 19385-SP-FA/LV, 27353-SP-FA/LV, 19718-SP-FA/LV, 24191-SP-FA/LV, 22850-SP-FA/LV 101 Industrial Drive, Ste 104 Raleigh, NC 27069, (919) 788-5320 NJ 34BF00050200, P00451, 607013 NM 375283 NV 0077542, F470, F469, NY 12000327404, Licensed by NYS Dept. of State OH E16782, 50-18-1052, 50-25-1050, 50-48-1032, 50-57-1119, 53-31-1582 OK AC-67 OR CLE-322, 197010, AC-67 PA Pennsylvania Home Improvement Contractor Registration Number; PA010083 RI 18004, AF-09170 TN ACC1704, ACC1705, ACC1707, ACC1708, ACC1709, ACC710, ACC1711 TX B00536, 4200 Buckingham Road Ste 150, Ft. Worth, TX 76115 - Dept of Public Safety, Private Security 5805 N. Lamar Blvd, Austin 78752, ACR-1460 UT 8390557-6501 VA 11-7587, 11-7575, 11-7591, 11-7573, 11-7589, 11-7578, 2705147765 WA JOHNCS837N4, 19625 62nd Ave South, Ste C112 Kent, WA 98032 WV 050291. The foregoing list shows only those license numbers Johnson Controls Security Solutions LLC ("Johnson Controls") is required by law to include on marketing materials. A comprehensive list of licenses held by Johnson Controls is available on [www.johnsoncontrols.com](http://www.johnsoncontrols.com). California Customers Only: Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act.

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## COMMERCIAL SALES AGREEMENT

TOWN NO.  
0473-WILLIAMSPORT,  
PA

CUSTOMER NO.  
147303239

JOB NO.

PO NO.

ESTIMATE NO.  
1-6AVJ3Z4

### ADDITIONAL TERMS AND CONDITIONS

DATE: 9/22/2021

Johnson Controls Security Solutions LLC ("Johnson Controls")

Melinda Irwin  
6330 Hedgewood Dr.  
Allentown, PA 18106-9268  
Tele. No. (570) 546-4972

Montour Area Recreation Commission  
d/b/a: Montour Area Recreation Commission  
("Customer")  
Customer Billing Information  
PO Box 456,  
Danville, PA 17821  
Attn:  
Tele. No. (570) 336-2060

Customer Premises Served  
700 Preserve Rd,  
Danville, PA 17821  
Attn: Bob Stout  
Tele. No. (570) 437-3131

Notwithstanding anything in the Agreement to the contrary, Johnson Controls and Customer agree as follows:

#### Terms and Conditions

AHJ Approval. For fire alarm systems required by law, the System shown in this Agreement may be subject to approval by the local Authority Having Jurisdiction (AHJ). Any changes required by the AHJ may result in additional charges to the Customer.

Telephony. Customer is responsible for providing telephone company connectivity at control panel location.

A/C Power. Customer will supply the necessary 110VAC power as required by Johnson Controls.

Annual Service Charge – Initial Term. Johnson Controls agrees to honor the Annual Service Charge for Monitoring Services specified in this Agreement for the Initial Term of the Agreement. Thereafter, the Annual Service Charge may be increased by the increase in the Consumer Price Index for Urban Wage Earners ("CPI-W"), All Items, U.S. City Average for the prior twelve (12) month period or 5%, whichever is less.

All other terms and conditions of the Agreement, except those expressly modified herein, shall remain in full force and effect.

JOHNSON CONTROLS SECURITY SOLUTIONS LLC

Presented by: \_\_\_\_\_  
(Signature of Johnson Controls Sales Representative)

Sales Agent: Melinda Irwin  
Sales Representative Registration Number (if applicable): \_\_\_\_\_

CUSTOMER: \_\_\_\_\_

Accepted By: \_\_\_\_\_  
(Signature of Customer's Authorized Representative)

\_\_\_\_\_  
(Name Printed)

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**From:** Pat Trevisan <PTREVISAN@hathomson.com>  
**Sent:** Wednesday, September 29, 2021 1:12 PM  
**To:** Bob Stoudt <rstoudt@montourrec.com>  
**Subject:** RE: Montour Area Recreation Commission- Crime policy change

This message was sent securely using Zix®

Hi Bob,

I attached both coverage forms. The deductible on the policy is \$5,000. The forgery limit is \$100,000, Faithful performance of duty limit is \$400,000.

We began adding forgery coverage to these policies last year. We had two claims recently in the same county. Two municipal governments had their checks washed, the checks were forged, and cashed out of State.

The faithful performance of duty coverage protects the recreation commission from financial loss due to an **honest** mistake.

If they have any questions, just let me know!

Pat

**From:** Bob Stoudt <rstoudt@montourrec.com>  
**Sent:** Wednesday, September 29, 2021 12:56 PM  
**To:** Pat Trevisan <PTREVISAN@hathomson.com>  
**Subject:** RE: Montour Area Recreation Commission- Crime policy change

Good afternoon, Pat,

My board asked that I get more detail about the forgery/faithful performance coverage. Do you have documentation you could share regarding the specifics of the coverage, including what's covered, deductibles, etc.? They're willing to consider it again at our October 25 meeting if it seems worth pursuing.

Yes – the cyber application is pretty brutal. I'll complete it to the best of my ability and get it back to you.

Bob

Bob Stoudt  
Director, Montour Area Recreation Commission  
PO Box 456, Danville, PA 17821 (mailing)  
374 Preserve Rd, Danville, PA 17821 (office)  
(570) 336-2060 | [Rstoudt@MontourRec.com](mailto:Rstoudt@MontourRec.com)  
[www.MontourRec.com](http://www.MontourRec.com)



**From:** Pat Trevisan <PTREVISAN@hathomson.com>  
**Sent:** Friday, September 24, 2021 3:13 PM  
**To:** Bob Stoudt <rstoudt@montourrec.com>  
**Subject:** RE: Montour Area Recreation Commission- Crime policy change

Hi Bob,

Just wanted to verify the Board decided against purchasing the forgery and faithful performance of duty coverage on the crime policy. You paid \$1,700 and the additional coverage was \$700 more. I just need to document my file.

I know the Cyber application was difficult and lengthy. If most of it does not apply to your operation, you can just fill out the first page, sign the last page and describe your computer operation and safeguards. I know they are looking to make certain your files are backed up.

Thanks, and have a great weekend!

Pat

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### GOVERNMENT ENTITY CRIME ENDORSEMENT – FAITHFUL PERFORMANCE OF DUTY

This endorsement modifies the following:

##### Crime

It is agreed that:

1. The following is added to Section **I. INSURING AGREEMENTS, A. Fidelity**, 1. Employee Theft-Per Loss Coverage and 2. Employee Theft-Per Employee Coverage:

##### Faithful Performance of Duty

The Company will pay the **Insured** for the **Insured's** direct loss of, or direct loss from damage to, **Money, Securities and Other Property** directly caused by the failure of any **Employee** to faithfully perform the **Employee's** duties as prescribed by law.

2. The limit of liability for Faithful Performance of Duty coverage is **\$200,000**, and such limit is part of, and not in addition to, the limit of liability for Insuring Agreement A.1., FIDELITY, Employee Theft-Per Loss Coverage, and Insuring Agreement A.2., FIDELITY, Employee Theft-Per Employee Coverage, respectively, if coverage is carried thereunder.

3. The following is added to Section **III. DEFINITIONS**:

**Financial Institution Failure** means the failure of any **Financial Institution** acting as a depository for property that the **Insured** owns or for which the **Insured** is legally liable.

4. The following is added to Section **IV. EXCLUSIONS**:

This **Crime Policy** will not apply to loss resulting directly or indirectly from **Financial Institution Failure**.

5. The following replaces paragraph 4.a. of section **V. CONDITIONS, D. CANCELLATION OR TERMINATION**:

4. This **Crime Policy** terminates as to any **Employee**

- a. as soon as the **Insured's** partner, any of the **Insured's Management Staff Members** or any **Employee** with managerial or supervisory responsibility not in collusion with the **Employee** becomes aware of any employment related act committed by the **Employee** that would constitute a loss under the terms of this **Crime Policy**, involving **Money, Securities or Other Property** in an amount in excess of \$10,000; or

6. The following replaces the INDEMNIFICATION provision as set forth in paragraph 6. of the Government Entity Crime Endorsement:

##### Indemnification

The Company will indemnify any of the **Insured's** officials who are required by law to give bonds for the faithful performance of their duties against loss through the failure of any **Employee** under the supervision of that official to faithfully perform such **Employee's** duties as prescribed by law, when such failure directly causes direct loss of, or direct loss from damage to, the **Insured's Money, Securities and Other Property**, subject to the applicable Limit of Insurance. The provisions of this Condition apply to Insuring Agreement A only.

Issuing Company: **Travelers Casualty and Surety Company of America**  
Policy Number: **105694940**

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