

**SELINGROVE BOROUGH COUNCIL SPECIAL MEETING**  
**Thursday, December 19, 2024 – 4:00 P.M.**  
**Borough Council Chambers, One North High Street, Selinsgrove, PA 17870**

**AGENDA**

- I. CALL MEETING TO ORDER – Richard P. Mease, President of Council
  - A. Roll Call of Council Members Present To Establish A Quorum (C/Ps Viker, Maul, Frost, Cox, Schleider and Owens)
  - B. Identification of Others Present: Borough Manager/Secretary Lauren A. Martz, Mayor Jeff Reed, Solicitor Robert Cravitz, Borough Treasurer Sheri Badman, Recording Secretary Carrie Briggs, Other Borough Employees, Persons Listed on Agenda, Others who have signed in and may or may not wish to address Council.
  
- II. GOVERNMENT / NON-GOVERNMENTAL AGENCIES TO BE HEARD
  
- III. OTHER PERSONS TO BE HEARD – Public Comment Period  
(Name and Address to be given prior to comments and comments limited to 5 minutes) (Visitors may indicate that they wish to comment on a specific Agenda item when brought up for discussion)
  - A. Others in Attendance
  
- IV. COMMITTEE / COMMISSION / BOARD REPORTS:
  - A. FINANCE & BUDGET COMMITTEE – Bobbie Owens, Chairman
    - 1. Adopt Ordinance No. 880 authorizing the Tax Rate for 2025 at 26.5 Mills; 24.5 Mills for General Purposes, 1.5 Mills for Fire Protection, and 0.5 Mills for Ambulance Equipment (see attached)
    - 2. Adopt the 2025 Budget (see attached)
    - 3. Approve Airiam IT Service Agreement-\$3,831.36/month (see attached)
    - 4. PUC Recommendation for Utility Shutoffs (see attached)
  
  - B. CIVIL SERVICES COMMISSION – Dalton Savidge, Chairperson
    - 1. Authorization to advertise for two (2) Police Officers
  
  - B. BOROUGH MANAGER – Lauren A. Martz
    - 1. Adopt the REVISED 2025 Meeting Dates (see attached)
    - 2. Adopt Resolution 2024-12 HMGP Agent (see attached)
  
- V. NEW BUSINESS
  - A. COUNCIL MEMBERS
  - B. MAYOR
  - C. OTHERS
  
- VI. ADJOURNMENT

2025 Vacancies – Please provide information for interested parties  
willing to serve on the various boards/commission/committee.

HAPPY HOLIDAYS TO ALL!!!!

**NOTICE**

NOTICE is hereby given that the Council of the Borough of Selinsgrove, Snyder County, Pennsylvania, intends to consider, and anticipates enacting, an ordinance entitled:

**TAX LEVY ORDINANCE**

**ORDINANCE NO. 880**

**AN ORDINANCE OF THE BOROUGH OF SELINGSGROVE, COUNTY OF SNYDER, COMMONWEALTH OF PENNSYLVANIA, FIXING THE TAX RATES YEAR 2025.**

The proposed Ordinance shall fix the tax rate on all real estate within the Borough of Selinsgrove for the year 2025 at twenty-four and five-tenths (24.5) mills for general purposes, one and five-tenths (1.5) mills for fire protection, and five-tenths (0.5) for ambulance and emergency services, for a total of twenty-six and five-tenths (26.5) mills. Copies of the proposed Ordinance may be reviewed at the Selinsgrove Borough Office, Selinsgrove Community Building, 1 North High Street, Selinsgrove, Pennsylvania, or at the Cravitz Law Office, Borough Solicitor, 503 North Market Street, Selinsgrove, Pennsylvania.

The Borough Council intends to consider, and anticipates enacting, the proposed Ordinance at the Borough Council Chambers, Selinsgrove Community Building, 1 North High Street, Selinsgrove, Pennsylvania, at its meeting on Thursday, December 19, 2024, at 4:00 P.M., or as soon thereafter as the matter may be considered.

Robert M. Cravitz,  
Selinsgrove Borough Solicitor

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Please publish this notice one (1) time in the legal section of your publication and send bill together with proof of publication to Lauren A. Martz, Selinsgrove Borough Secretary, 1 North High Street, Selinsgrove, PA 17870. Thank you.

## NOTICE

NOTICE is hereby given that the Council of the Borough of Selinsgrove, Snyder County, Pennsylvania, intends to adopt its budget for 2025 at its meeting on Thursday, December 19, 2024, at 4:00 P.M. in the Council Chambers of the Selinsgrove Community Building, 1 North High Street, Selinsgrove, Pennsylvania. Proposed budget expenditures are as follows:

General Fund:	\$1,859,556
Water Fund	\$ 739,006
Sewer Fund::	\$1,253,234
Shade Tree Com.	\$ 0
Capital Res. Water	\$ 0
DCNR Grant	\$ 206,250
JAG	\$ 846
Recycling/Disposal	\$ 269,372
Parks & Recreation	\$ 52,224
Capital Projects	\$ 350,000
Capital Res. Equip	\$ 68,636
CDBG Fund	\$ 111,915
Comm Acq. & Improv	\$ 561,951
Council of Arts	\$ 900
Main St. Fund	\$ 0
Equipment Fund	\$ 0
Pension Fund	\$ 158,366
Sinking Fund	\$ 210,051
Fire Protection	\$ 1,000
Liquid Fuels Fund	<u>\$ 160,000</u>
Total Expenditures:	\$6,003,307

The budget may be reviewed at the Borough Office in the Selinsgrove Community Building, 1 North High Street, Selinsgrove, Pennsylvania, or at the Cravitz Law Office, Borough Solicitor, 503 North Market Street, Selinsgrove, Pennsylvania.

Lauren A. Martz,  
Selinsgrove Borough Secretary

Client Name – Selinsgrove Borough

## Support Agreement

### SOW – Managed Services

This Scope of Work (“SOW”) is entered into by and between Airiam MDT LLC (“Airiam”) and Selinsgrove Borough hereto (the “Client”) (together, the “Parties” and each, individually, a “Party”). This SOW incorporates by reference Airiam’s current Master Services Agreement (the “Services Agreement”), a copy of which is attached hereto as Exhibit A.

The pricing set forth in this SOW is based upon the following information provided by Client, which Airiam relied upon to determine the pricing and the Monthly Minimum Amount (MMA) in this Agreement:

Servers:	5
Computers:	18
Locations:	3
Minimum Endpoints	23

If any of the information provided by Client is incorrect or changes, monthly fees and charges pursuant to this Agreement may vary, in Airiam’s sole discretion. Any “User” (any individual utilizing the Airiam Services) must be covered by a SOW or service plan since any device used (including, without limitation, desktops, laptops, and smartphones) will require support, maintenance, monitoring, security software, and consideration on Airiam’s part, and each may impact other systems. Failure to include Users in this SOW or a service plan may result in failure of the Services.

Pricing for labor efforts is calculated based upon the information that Client provides to Airiam® regarding Client’s environment at the time of agreement creation and the effort expected to be associated with supporting the current environment. Should Client’s environment change in a manner that would require greater labor efforts, or should Client require a higher level of support than initially requested, market conditions shift in a manner unforeseen by either Party, Airiam’s annual price increase set forth in the Services Agreement may be adjusted by providing 30-day advanced written notice to Client of the adjustment to the price increase.

- Initial Term – 12/3/2024 thru 12/2/2025
  - The Support Agreement will automatically be renewed for an additional full three-month period. See MSA for termination notification requirements.
  - The price for all services shall be increased by 5% upon each renewal on the 1st of the month closest to the anniversary of the Effective Date.

#### MSP Recurring Pricing:

The pricing set forth in this SOW requires a minimum number of Endpoints (the “Minimum Endpoint Threshold”) as specified above (next to “Minimum Endpoints”). Should the number of Endpoints go below the Minimum Endpoint Threshold, the pricing will not be reduced.

<u>Service Offering</u>	<u>Monthly Total</u>
Monthly Minimum Amount (MMA)	\$3,671.72
Additional Endpoint Price	\$159.64

Additional devices in excess of the Minimum Endpoint Threshold will be charged at the above "Additional Endpoint Price". All additional Endpoints added during a month will be billed in full for that month.

Included and excluded services are further defined in the Services section of this document.

Billing will commence at the Estimated Go Live Date 12/3/2024 and all Recurring Services will be billed mid-monthly in the month they occur.

Additional quoted and signed services will be billed in addition to this agreement. Similarly additional Servers, Computer, and Locations will need to be scoped and priced accordingly.

**Onboarding & Other Single Occurrence Pricing:**

Onboarding:

AIRIAM® documents the Client's environment, reviews alignment and best practices, and implements AIRIAM® Technology Solutions into Client's IT environment. The Onboarding Fee identified above will be billed 50% on "Estimated Onboarding Start Date" and 50% "Estimated Go Live Date". Any needed hardware or software will be billed upon ordering.

- Onboarding All Inclusive Fee: \$ 3,671.72
- Estimated Onboarding Start Date – 12/4/2024
- Estimated Go Live Date – 1/6/2025

Additional Labor:

Any labor outside of the scope of this agreement will be billed at \$195.00 per hour. This labor will be billed approximately a month following the month in which it was incurred.

**Contacts & Location Details:**

Billing Recipient:

Name:  
Phone:  
Email:

Operational Contact:

Name:  
Phone:  
Email:

Office Locations:

- 1.

**Services:**

<b>Offering</b>	<b>Coverage</b>	<b>Cost</b>
<b>AirCTRL</b>		
Server Management	Airiam Primary	\$42.38
Workstation Management	Airiam Primary	\$161.57
MS 365 Management	Airiam Primary	\$55.00
MDM Management	Not Covered	-
Password Management	Not Covered	-
Helpdesk – Level 1	Airiam Primary	\$683.10
Helpdesk – Escalation Support	Airiam Primary	\$379.50
Helpdesk – LoB Support	Airiam Primary	\$253.00
Helpdesk – 24/7/365 Support	Not Covered	-
Helpdesk – On Site Support Basic	Not Covered	-
Server Backup - Local	Airiam Primary	\$108.90
MS 365 Backup	Airiam Primary	\$73.92
Annual Recovery Testing	Airiam Primary	\$110.00
<b>AirCTRL – Subtotal</b>		<b>\$1,867.37</b>
<b>AirMonitor</b>		
Network Monitoring	Airiam Primary	\$409.20
Co-Tools - Basic	Not Covered	-
<b>AirMonitor – Subtotal</b>		<b>\$409.20</b>
<b>AirGapd</b>		
Server Backup – Immutable Cloud	Airiam Primary	\$293.70
<b>AirGapd – Subtotal</b>		<b>\$293.70</b>
<b>AirGuard</b>		
EDR	Airiam Primary	\$162.43
MDR	Airiam Primary	\$129.03
XDR	Airiam Primary	\$237.60

<b>Offering</b>	<b>Coverage</b>	<b>Cost</b>
Email Protection	Airiam Primary	\$132.00
Security Awareness	Airiam Primary	\$79.20
MFA Management	Airiam Primary	\$211.20
Zerotrust – Basic	Not Covered	-
Zerotrust – Advanced	Not Covered	-
Penetration Test – Basic	Airiam Primary	\$150.00
Penetration Test – Advanced	Not Covered	-
Incidence Response Retainer	Not Covered	-
Incidence Response – Advanced	Not Covered	-
<b>AirGuard – Subtotal</b>		<b>\$1,101.46</b>
	<b>AirAudit</b>	
Compliance	Not Covered	-
<b>AirAudit – Subtotal</b>		<b>-</b>
<b>Monthly Minimum Amount (MMA)</b>		<b>\$3,671.73</b>

**Approval & Signature:**

*IN WITNESS WHEREOF*, the parties below have executed this SOW as of the Effective Date.

Any modifications to the terms of this SOW must be amended in writing or by a Change Order and must be signed by both parties to be valid.

The representatives of the parties signing below are duly authorized to execute this SOW and to bind their respective parties to the terms and conditions contained herein.

Please indicate your acceptance of this agreement by signing below and returning one (1) copy to Airiam.

**Airiam Representative:**

Name \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**Selinsgrove Borough Representative:**

Name \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_



## **Exhibit A: Master Service Agreement**

*This SERVICES AGREEMENT (this "Agreement" is entered into by and between Airiam MDT LLC ("Provider") and the entity or organization who is using the Services (provided by Provider (the "Client") together, the "Parties" and each, individually, a "Party") as of the earlier date of Provider's acceptance of this Services Agreement or Client's use of the Services (the "Effective Date"). The parties agree as follows:*

### **I. Statement of Services**

A. SOWs/Proposals/Quotes The services to be delivered by Provider and the fees for those services are described in one or more service Scopes of Work, Proposals, or Quotes ("SOW"), which are incorporated by reference. The services to be provided under the SOWs are known herein as the "Services." The SOWs identify the terms and conditions applicable to particular Services. Except for Supplemental Services, and unless otherwise agreed in writing, the services delivered by Provider are limited to those Services described in the SOWs. In the event of any conflict between the terms of a SOW and the terms of this Services Agreement, the terms in the SOW control. By signing a SOW, Client also agrees to this Services Agreement or the SOW shall be null and void.

B. "Supplemental Services" are limited services and/or equipment Client may need on a "one-off" or emergency basis that are not included within the scope of the Services described in the SOWs. Client shall pay additional Service Fees for Supplemental Services. Provider shall notify Client of any such additional Service Fees and shall obtain Client's approval prior to providing any Supplemental Services, through a SOW. Provider has no obligation to determine the need for or to provide any Supplemental Services unless it expressly agrees to do so, and may require additional payment or Client to agree to additional conditions for the performance of any Supplemental Services. All Supplemental Services are provided on an "as-is" basis and include no warranties of any kind, express or implied.

C. Change Procedure If Client wishes to implement changes to Services during the term of an applicable SOW, Client must request those changes in writing and must deliver the request to Provider. Provider shall review and return the request to Client with a written evaluation of the changes, including any cost associated with the changes and the impact the changes will have on the completion of the Services. Following its review of Provider's evaluation, Client then may choose to approve the changes by signing and returning to Provider a copy of Provider's written evaluation, which then will be subject to the terms of this Services Agreement and any applicable SOW. No changes in any SOW will be effective until Provider receives such a Client-signed evaluation of a written change request.

### **II. Fees for Services**

- A. Fees for Services are set forth in SOWs.
- B. Pass-Through Expenses: Client shall pay Provider's reasonable out-of-pocket expenses, including travel expenses, lodging, meals, or other similar expenses, which may be incurred by Provider in performing Services. Any such "Pass-Through Expenses" will be billed at cost and invoiced monthly. If the cost to Provider increases over time, Provider may still invoice the increased amount at cost to Client.
- C. Invoicing Requirements: Provider shall deliver to Client a monthly invoice. Each invoice generally will include (1) the Service Fees owed for that month, (2) any known Pass-Through expenses for which Client is responsible, and (3) any other applicable charges or fees for the immediately preceding month and other preceding months, including adjustments to the Service Fees or charges for additional work performed beyond the scope of the SOWs.
- D. Payment Terms: Client shall pay the full amount set forth on any invoice as owed to Provider within thirty (30) days of its receipt of that invoice. Client shall pay a late charge of one and one half percent (1.5%) per month or the maximum lawful rate, whichever is less, for all invoiced amounts not paid within ten (10) days following Client's due date of that invoice (the "Payment Deadline"). If Client disputes in good faith all or any portion of the amount due on any invoice, or if Client otherwise requires any adjustment to an invoiced amount, Client must notify Provider in writing, prior to the Payment Deadline, of the nature and basis of the dispute and/or adjustment. The parties shall use their reasonable best efforts to resolve the dispute prior to the Payment Deadline. However, if the parties are unable to resolve the dispute prior to the Payment Deadline, Client nevertheless shall pay the entire invoiced amount to Provider by the Payment Deadline. If it is ultimately determined that the disputed amount should not have been paid by Client to Provider, Provider shall apply a credit equal to that amount on Client's next invoice.
- E. Taxes: All charges and fees owed by Client under this Services Agreement are exclusive of any applicable sales, use, excise or services taxes that may be assessed on the provision of the Services. Client is responsible for the payment of any and all such taxes.
- F. Service Suspension: If Client fails to pay all amounts owed to Provider under this Services Agreement when due, then upon at least ten (10) days prior written notice to Client, and in addition to any other remedies available at law or in equity, Provider may suspend Services under this Services Agreement until full payment is made. Following any suspension of service under this provision, and after Client makes full payment to Provider, Provider shall restore the Services after validating that all components to be monitored and/or managed under any applicable SOW comply with Provider's level of security, updates, and best practices. Prior to reactivation of the Services, Client shall pay a "Reactivation Fee" for such restoration equal to \$250.00. Provider's right to suspend Services under this section is in addition to Provider's right to terminate this Services Agreement for non-payment or to recover damages for non-payment.
- G. Third-Party Licenses and/or Services: Provider may procure licenses and/or services for the Client from third-parties ("Third-Party Services", which will be the subject of an additional

SOW. Such Third-Party services may require a term different from that between Provider and Client. In the event Customer terminates this MSA, Customer will still be liable for the full amount of the remainder of any term of such Third-Party Services.

### III. Term and Termination

A. General: This Services Agreement commences on the Effective Date and will remain in effect until either Party modifies or terminates it, as set forth in the SOW.

B. Terms and Renewals: Unless Client terminates this Services Agreement in writing at least ninety (90) days prior to the end of the Initial Term, this Services Agreement shall automatically be renewed for another renewal period (each, a "Renewal Term") (each Renewal Term together with the Initial Term shall be known as the "Term"). Unless Client terminates this Agreement in writing at least ninety (90) days prior to the end of any Renewal Term, this Services Agreement shall automatically be renewed for another Renewal Term. Termination of this Services Agreement does not excuse Client's payment for Services provided and does not excuse performance of any other obligations hereunder.

C. Post-Termination Work: In the event Client requires transition or post-termination work from Provider, any such "Post-Termination Work" shall be billable to the Client at Provider's then-current hourly rates. Any costs incurred by Provider in connection with any such Post-Termination Work shall also be billable to the Client.

### IV. Relationship of the Parties and Intellectual Property Rights

A. Independent Contractors: Unless otherwise agreed, Provider will perform all Services solely in Provider's capacity as an independent contractor and not as an employee, agent or representative of Client.

B. License to Use Client Work: Client hereby grants Provider a limited, non-exclusive, revocable, royalty-free license to use any Client Works for Provider's internal business purposes. For purposes of this Services Agreement, a Client Work is any original work, regardless of medium, that Provider delivers to Client and that does not consist of modifications to an existing Provider Work (as defined below)

C. Provider Work: Any writing or work of authorship, regardless of medium, created or developed by Provider or Client in the course of performance under this Services Agreement and related to existing works owned by Provider is a "Provider Work," is not to be deemed a "work made for hire," and is and will remain the sole, exclusive property of Provider. To the extent any Provider Work for any reason is determined not to be owned by Provider, Client hereby irrevocably assigns and conveys to Provider all of its copyright in such Provider Work. Client irrevocably assigns to Provider all of its' patent, copyright, trade secret, know-how and other proprietary and associated rights in any Provider Work.

### V. Provider-Supplied Equipment, Software, Professional Services

A. Definitions and Scope:

1. "Equipment" means any computer equipment, racking, or associated hardware or other equipment (if any) delivered by Provider and used at Client's location to facilitate the delivery of Services to Client. Generally, Provider will only supply Equipment to Client via a purchase and sale arrangement.
2. "Professional Services" means any services provided by employees, consultants, or contractors of Provider to a Client, including (without limitation) consulting services.
3. "Software" means all and any software installed on the Equipment or provided by Provider to Client for installation on Client's computer equipment.

B. Parameters of Equipment Sales

1. Any sale of Equipment from Provider to Client shall be the subject of a SOW.
2. Client bears all risk from the time that the Equipment has been delivered to the freight carrier from the point of shipment. Client pays all shipping, handling, and insurance for the Equipment to the delivery location.
3. Client agrees to provide a suitable location for installation, including any necessary electrical power outlets and HVAC required for the Equipment as provided by the manufacturer, and shall assume all applicable installation charges.
4. Client agrees to provide a suitable location for installation, including any necessary electrical power outlets and HVAC required for the Equipment as provided by the manufacturer, and shall assume all applicable installation charges.
5. Title to the Equipment vests in Client upon receipt by carrier. Client grants a security interest to Provider in the Equipment and all proceeds thereof until Provider is paid in full by Client.
6. Client will receive any applicable manufacturer's warranty directly from the manufacturer, and Client waives any warranty claim against Provider.

C. Parameters of Equipment Rentals or Trials

1. Any rental or trial of Equipment from Provider to Client shall be the subject of a SOW. Trials of Equipment shall require Client to execute a separate Trial Agreement.
2. Provider remains the sole owner of any Equipment provided by Provider. This Services Agreement transfers to Client no Equipment ownership rights of any kind.

3. Provider has and will retain sole discretion to determine the appropriate Equipment and associated software, if any, to be used at Client's location, provided that Provider's determination does not materially impair the availability or delivery of services under this Services Agreement. Provider also has and will retain sole discretion to determine the necessity of maintenance, repairs and/or improvement of the Equipment.

4. Provider makes no independent representations or warranties with respect to the Equipment. Any third-party warranties are the exclusive remedies of Client with respect to such Equipment. In the event of an Equipment malfunction, Provider will take commercially reasonable steps to ensure that Client receives the benefit of any manufacturer warranties applicable to the Equipment in use at Client's location.

5. Client shall take reasonable care of the Equipment and shall not damage it, tamper with it, move or remove it, attempt to repair it, or attempt to install any software on it. Client is responsible for all damage to or loss of the Equipment used at Client's location, other than loss or damage caused by Provider's employees or contractors. In addition, Client shall obtain and maintain insurance with a reputable insurer for the full replacement value of the Equipment. Such policy or policies of insurance must cover the Equipment against loss or damage (including, without limitation, accidental loss or damage) and must name Provider as an insured beneficiary with respect to the Equipment. Upon demand by Provider, Client shall produce evidence to Provider that such insurance is being maintained and is valid.

6. Client is responsible for providing the necessary power, network connection and appropriate environment to support the Equipment.

7. Client shall not remove any sign, label or other marking on the Equipment identifying Provider as the owner of the Equipment. Client does not acquire and will not acquire any rights of ownership in the Equipment by virtue of this Services Agreement, and Client does not have and will not have, by operation of law or otherwise, any lien or other similar right over or in relation to the Equipment or any equipment at Provider's data centers.

8. Upon acceptance of any SOW pursuant to which Provider delivers Equipment to Client, Client shall allow Provider and its employees and contractors reasonable access to Client's premises to remove the Equipment.

D. Parameters of Provider-Supplied Professional Services

1. All Professional Services provided by Provider to Client shall be the subject of a SOW, which shall set forth the Professional Services to be provided, as well as

the location of the provision of the Professional Services.

2. Professional Services shall be provided in a workmanlike manner, in accordance with generally accepted practices and procedures. Client shall perform any obligations in order to allow the Professional Services to be completed in a timely and quality manner.

3. Client shall provide a safe workplace for provision of any on-site Services by Provider.

E. Parameters of Provider-Supplied Software

1. All Software supplied by Provider to Client shall be the subject of a SOW. Trials of Software shall require Client to execute a separate Trial Agreement.

2. This Managed Services Agreement does not transfer any right, title, or interest in the Software to Client. Client's use of the Software is subject to all applicable terms of any end-user license agreement pertaining to the Software, a copy of which will be made available to Client upon request.

3. Client shall not, and shall not permit any third party, to: (a) distribute or allow others to distribute copies of the Software or any part thereof to any third party, tamper with, remove, reproduce, modify or copy the Software or any part thereof; (b) provide, rent, sell, lease or otherwise transfer the Software or any copy or part thereof or use it for the benefit of a third party, or (c) reverse assemble, reverse compile or reverse engineer the Software or any part thereof, or otherwise attempt to discover any Software source code or underlying proprietary information except as may be permitted by law.

**VI. Non-Disclosure and Confidentiality**

A. Confidential Information: Confidential Information includes but is not limited to: (a) any technical information, design, process, procedure, formula, or improvement, as well as any formulae, specifications, designs, business or work processes and procedures, instructions, and other data relating to the development, production of any work done specifically for the Client; (b) any business plans and financial information of the other Party; and (c) any information labeled as "confidential," all regardless of whether such information would be protected under the common law. Confidential Information does not include (a) information that at the time of disclosure is, without fault of the recipient, available to the public by publication or otherwise; (b) information that either party can show was in its possession at the time of disclosure and was not acquired, directly or indirectly, from the other; or (c) information received from a third party with the right to transmit same without violation of any secrecy agreement with the other party.

B. Obligations to Safeguard and Protect Confidential Information: Each Party and

its employees or agents may be exposed to or may acquire information that is proprietary or confidential to the other Party. Each Party shall hold such "Confidential Information" in strict confidence and shall not disclose any such information to any third party.

C. License for Advertising: Provider may publicly refer to Client, orally and in writing, as a Client of Provider. Any other reference to Client by Provider may be made only pursuant to a written agreement between the parties.

D. Covered Users: When Client begins use of the Services, Client shall provide Provider with a list of users who will be using the Services (the "Covered Users"). Each Covered User will be entitled to use the Services on a certain number of devices, as set forth in the SOW. Client shall provide Provider with a list of all such devices (the "Covered Devices"). On a monthly basis, Provider shall send Client a written statement of all current Covered Users and Covered Devices. In the event Client wishes to change the list of Covered User or Covered Device, Client shall provide Provider with written notice of the change, which change shall be effective within five (5) business days from such written notice of change.

E. Lawful Purpose: Client will comply with all applicable federal, state or local laws and ordinances at all times during the Term. In addition to any other remedies available to Provider, Provider may terminate provision of all Services if it reasonably believes Client is not in compliance with any applicable federal, state or local laws.

F. Non-Solicitation: During the Term and for a period of one year after the termination or expiration of this Services Agreement, Client shall not employ, solicit or offer employment, either directly or indirectly (including without limitation, through the use of any third party) to any employee of Provider without Provider's express written consent. Both parties acknowledge that injury resulting from any breach of this provision would be significant and irreparable and that it would be extremely difficult to ascertain the actual quantum of damages resulting from such breach. Therefore, in the event Client violates this provision, in addition to any other remedies that may be available to Provider, Client shall pay as liquidated damages to the other an amount equal to 300% of the affected employee's total annual compensation as of the last date that individual was employed by Provider. The amount of such liquidated damages is not intended as a penalty and is reasonably calculated based upon the projected costs the injured party would incur to identify, recruit, hire and train suitable replacements for such personnel.

G. Provider Access: Client shall supply Provider necessary access to its personnel, documentation, records, and facilities in order for Provider to timely perform the Services.

H. Software Licensing: Client represents that it has title to or license or rights to use or modify and has license or rights to permit Provider to use, access or modify any software that Client has requested Provider use, access or modify as part of the Services.

## VII. Client Obligations and Covenants

## VIII. Disclaimers, Indemnification, Insurance, Limitations

A. Disclaimers: PROVIDER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Without limiting the foregoing, Provider shall not be liable for any damages resulting from the use or inability to use its services, reliance on its services or on information obtained therefrom, interruptions of service, breach, compromise, cyber-incident, unauthorized access to any records, files, data, systems, or other assets, valuables and resources; errors, defects, viruses, malware, delays in operation or transmissions or any other failure of performance or business function. Further, except in the event of willful misconduct by Provider, Provider shall not be liable for any direct damages resulting from the loss of any of Client's data or third party data, breach of security or loss of privacy of data on Client's systems or third party systems that may occur on systems installed, serviced, and/or managed by Provider, or any direct or indirect damages resulting therefrom; the malfunction, performance or compromise of any system, network or other resource related to or associated with in any capacity or by any theory with Provider services, and any Client or third party damages, claims, losses or expenses resulting therefrom; any personal injury (whether of a physical or psychological nature) or death of any person, whether associated with Client or otherwise, that may in any capacity or by any theory be associated with services provided by Provider, and any Client or third party damages, claims, losses or expenses resulting therefrom.

B. Indemnification: Client shall defend, indemnify and hold Provider harmless against all costs and expenses, including attorney's fees, associated with the defense or settlement of any claim that: (1) Provider's use, access or modifications of any software that Client has requested Provider use, access or modify as part of the Services infringes any patent, copyright, trademark, trade secret or other intellectual property right, or (2) Client's use of any Services in violation of any provisions of, or Client representations in, the SOWs under which Provider provides such Services to Client violates any law or infringes any patent, copyright, trademark, trade secret or other intellectual property right. Client further shall pay any judgments or settlements based on any such claims.

C. Insurance: During the Term of this Services Agreement, each party will maintain, at its own expense, commercial general liability insurance with policy limits of not less than One Million Dollars (US \$1,000,000.00) per occurrence. Client's insurance shall be primary over Provider's insurance. Client agrees to waive and to require its insurers to waive any rights of subrogation or recovery they may have against Provider, its agents, officers, directors and employees. The Services are not a substitute for Client's maintenance of cyber errors and omissions insurance, and it is recommended that Client maintain a sufficient quantity of insurance. Client shall provide written proof of insurance upon Provider's request.

D. Limitation of Liability: Provider is not to be held liable for any loss, damage, or expense to Client except if caused by the intentional or willful acts of Provider. In addition, Provider's liability under this Services Agreement is limited to the amount of Monthly Service Fees paid by Client to Provider during the past six (6) months of service under this Services Agreement (excluding amounts paid under any Pre-Paid Support Agreement(s)). Under no circumstance is Provider



liable for the acts of third parties. IN ADDITION, IN NO EVENT IS PROVIDER OR ITS OWNERS, OFFICERS, DIRECTORS, CONTRACTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, CONSULTANTS, SUPPLIERS, AFFILIATES, INSURERS, OR THEIR RESPECTIVE SUCCESSIONS AND ASSIGNS, TO BE HELD LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, LOST PROFITS, IMPAIRED GOODWILL, INTANGIBLE LOSSES, DELAY, OR BUSINESS INTERRUPTION, REGARDLESS OF WHETHER PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF THE SAME. CLIENT HAS READ THE TERMS OF THIS PROVISION AND AGREES THAT IT IS REASONABLE AND NECESSARY FOR PROVIDER TO PROVIDE THE SERVICES

## IX. General and Miscellaneous Provisions

A. Governing Law, Dispute Resolution, Limitation of Claims: This Services Agreement is to be governed by and construed in accordance with the laws of the State of Delaware. Any action arising out of or to enforce this Services Agreement shall be brought exclusively in the courts located in the State of Delaware, County of New Castle (the "Chosen Courts"). The parties waive any other choice of venue. Any action arising under this Services Agreement must be brought within six (6) months after its accrual. If Provider prevails in any action arising out of or to enforce this Services Agreement, Provider shall be entitled to recover its attorneys' fees and costs (including any time devoted by Provider's in-house legal team in connection with any such action). No claims to be resolved may be made more than six (6) months after the date by which the fault or failure should reasonably have been discovered; failure to make such a claim within the six (6) month period shall forever bar the claim. Provider and Client both irrevocably waive any right for any dispute to be brought, heard, decided, or arbitrated as a class and/or collective action, including those by Contractor against any Client (the "Class Action Waiver").

B. Notices: Any SOW shall maintain a current physical and e-mail address for both Parties. All notices hereunder shall be in writing to the addresses set forth in the SOW, as updated from time to time. The address to which such notices, demands, requests, elections or other communications are to be given by either party may be changed by written notice given by such party to the other party pursuant to this Section.

C. Force Majeure: Provider shall not be liable for any damages caused by delay in rendering performance of the Services hereunder arising from any cause beyond the reasonable control of Provider, or as a result of strikes, work stoppages, shortages of material or equipment, delays by vendors riot, war, fire, flood, disease, or other disaster, or failure of equipment or programs not developed by or out of the control by Provider.

D. Waiver: No delay in exercising, no course of dealing with respect to, and no partial exercise of, any right or remedy hereunder will constitute a waiver of any right or remedy, or future exercise thereof.

E. Assignment and Survival: Neither party may assign this Services Agreement or any of its rights or obligations hereunder without the prior written consent of the other party. However, Provider may assign or otherwise transfer its rights, interests and obligations under this Services Agreement without the consent of Client in the event of a

change in control of Provider, the sale of substantially all the assets of Provider or the restructuring or reorganization of Provider or its affiliate entities. This Services Agreement is binding upon the parties, their successors and permitted assigns. The duties and obligations of the parties with respect to proprietary rights, intellectual property rights, and non-disclosure and confidentiality will survive and remain in effect, notwithstanding the termination or expiration of this Services Agreement.

F. Amendment: Provider may update this Agreement from time to time. The most current version shall be posted on Provider's website, and Client shall periodically check Provider's website to review and save the latest version.

G. Severability: If any term or provision of this Services Agreement is declared invalid by a court of competent jurisdiction, the remaining terms and provisions will remain unimpaired, and the invalid terms or provisions shall be replaced by valid terms and provisions that most fulfill the parties' intention underlying the invalid term or provision. For the avoidance of doubt, the only courts with such jurisdiction are the Chosen Courts.

H. Entire Agreement/Merger: This Services Agreement and the SOWs set forth the entire understanding of the parties with respect to the subject matter hereof and is binding upon both parties in accordance with its terms. There are no understandings, representations or agreements other than those set forth herein and in the SOWs. Any prior agreements between the parties are superseded unless otherwise set forth in SOWs.

I. Advice of Counsel, Construction: Each Party, along with its respective legal counsel, has had the opportunity to review and modify this Services Agreement, and to consult with counsel of choosing to the extent desired. Accordingly, in the event of any ambiguity, such ambiguity will not be construed in favor of, or against either party.

**From:** cbriggs selinsgrove.org  
**Sent:** Friday, December 13, 2024 9:30 AM  
**To:** sbadman selinsgrove.org; lmartz selinsgrove.org  
**Subject:** Article: Daily Item 12/12/24 - Winter Utility Shutoffs

I wanted to make sure you both saw this article.

**Pa. PUC freezes winter utility shutoffs, maintains protections soon expiring from state law**

- [Eric Scicchitano erics@cnhinews.com](mailto:eric@cnhinews.com)
- Dec 12, 2024 Updated 9 hrs ago

HARRISBURG — The Pennsylvania Public Utility Commission maintained protections that lawmakers allowed to lapse, adopting a policy statement that will prevent residential service terminations this winter for low-income customers. The commission's five members voted unanimously to adopt a Statement of Policy maintaining consumer protections that had been included in Pennsylvania's Public Utility Code since 2004. State legislators considered bill proposals during the 2023-24 Legislative Session to extend provisions included in Chapter 14 of the code but couldn't reach agreement before the session expired Nov. 30. The chapter's provisions expire Dec. 31.

The commission's action Thursday maintains the provisions through winter for gas, electric, water, wastewater and steam heat utilities. It allows lawmakers to revisit the issue in the 2025-26 session. Floor debates and voting won't resume until Jan. 7 when members of the House and Senate are sworn in.

The Statement of Policy puts in place a utility shutoff moratorium for qualifying low-income customers. It also continues a payment schedule for customers in arrears to resolve unpaid balances — from 6 months to 5 years depending on household income.

Customers experiencing serious health issues or who are documented victims of domestic violence are protected under the policy statement, and utilities must maintain discrimination protections and provide at minimum 10 days notification of potential terminations as outlined in the expiring chapter of the code.

Initially adopted in 2004, Chapter 14 was renewed by state lawmakers in 2014. The Republican-controlled Senate passed a renewal bill in May and the House, led by a Democratic majority, adopted its own in October but the chambers couldn't resolve issues over proposed changes in both versions.

"Maintaining these vital safeguards and our existing regulatory framework underscores our mission to ensure just and reasonable access to utility services," PUC Chairman Stephen M. DeFrank said Thursday in a statement. "By taking this step, we are avoiding unnecessary disruptions and instead are fostering fair outcomes for consumers and utilities alike." As explained by PUC, Chapter 14 was adopted two decades ago to ensure timely payment of utility bills. At the time, utilities faced mounting instances of late and unmade payments by customers who could afford to pay their bills. Lawmakers then were concerned that this trend would push costs up on all customers, especially those making timely payments. It also allowed them to enact protections for low-income customers who struggled to afford utilities.

Thank you,

*Carrie Briggs*

Carrie Briggs  
Administrative Assistant  
Selinsgrove Borough  
570-374-2311 phone  
570-374-8902 fax  
<http://www.selinsgrove.org/>

**SELINGSGROVE BOROUGH –  
2025 MEETING DATES**

Meetings are subject to last-minute cancellation,  
if a quorum will not be present or if no  
business is scheduled to be conducted.

Contact the Borough Office, if you wish to be on the  
agenda or for cancellation information on these meetings.  
(Go to [www.selingsgrove.org](http://www.selingsgrove.org) for more information)

**SELINGSGROVE BOROUGH COUNCIL**

The regular monthly meetings of the Selingsgrove Borough Council  
will be held at 7:00 p.m. in the Borough Council Chambers, 1  
North High Street, Selingsgrove, PA on the first Monday of each  
month, except as noted below.

January 6, 2025  
February 3, 2025  
March 3, 2025  
April 7, 2025  
May 5, 2025  
June 2, 2025  
July 7, 2025  
August 4, 2025  
Tuesday: September 2, 2025  
October 6, 2025  
November 3, 2025  
December 1, 2025

**SELINGSGROVE PLANNING COMMISSION**

If there is business to address, then:  
The regular monthly meetings of the Selingsgrove Planning  
Commission will be held at 7:00 p.m. in the Borough Council  
Chambers, 1 North High Street, Selingsgrove, PA on the third  
Wednesday of each month, except as noted below. (Please  
contact the Office if you want to be sure a meeting will be held.)

January 15, 2025  
February 19, 2025  
March 19, 2025  
April 16, 2025  
May 21, 2025  
June 18, 2025  
July 16, 2025  
August 20, 2025  
September 17, 2025  
October 15, 2025  
November 19, 2025  
December 17, 2025

**SELINGSGROVE ZONING HEARING BOARD**

If there is business to address, then:  
The regular monthly meeting of the Selingsgrove Zoning Hearing  
Board will be held at 7:00 p.m. in the Borough Council  
Chambers, 1 North High Street, Selingsgrove, PA on the first  
Thursday of each month, except as noted below. (Please contact  
the Office if you want to be sure a meeting will be held.)

January 2, 2025  
February 6, 2025  
March 6, 2025  
April 3, 2025  
May 1, 2025  
June 5, 2025  
July 3, 2025  
August 7, 2025  
September 4, 2025  
October 2, 2025  
November 6, 2025  
December 4, 2025

**SELINGSGROVE PARKS AND RECREATION BOARD**

If there is business to address, then:  
The regular bi-monthly meetings of the Selingsgrove Parks and  
Recreation Board will be held at 5:30 p.m. in the Borough  
Council Chambers, 1 North High Street, Selingsgrove, PA on the  
third Wednesday of every odd numbered month, except as noted  
below. *Meetings may be held virtually, please call the Borough  
Office by 4:00 p.m., the day of the meeting for login details.*

January 15, 2025  
March 19, 2025  
May 21, 2025  
July 16, 2025  
September 17, 2025  
November 19, 2025

**SELINGSGROVE SHADE TREE COMMISSION**

If there is business to address, then:  
The regular bi-monthly meetings of the Selingsgrove Shade Tree  
Commission will be held at 5:30 p.m. in the Borough Council  
Chambers, 1 North High Street, Selingsgrove, PA on the third  
Wednesday of every even month, except as noted below.

February 19, 2025  
April 16, 2025  
June 18, 2025  
August 20, 2025  
October 15, 2025  
December 17, 2025

**SELINGSGROVE MUNICIPAL AUTHORITY**

If there is business to address, then:  
The regular monthly meeting of the Selingsgrove Municipal  
Authority will be held at 7:00 p.m. in the Borough Council  
Chambers, 1 North High Street, Selingsgrove, PA on the second  
Thursday of each month, except as noted below.

January 9, 2025  
February 13, 2025  
March 13, 2025  
April 10, 2025  
May 8, 2025  
June 12, 2025  
July 10, 2025  
August 14, 2025  
September 11, 2025  
October 9, 2025  
November 13, 2025  
December 11, 2025

**COMMITTEE MEETINGS:**

**Finance Committee** – meets at 1:00 PM on Council meeting dates  
as stated above in the Council Chambers

**Community Development/Constituent Ombudsman** – meets  
January, April, July, and October at 3:00PM on Council meeting  
dates as stated above. Meetings are in the Council Chambers.

**Public Facilities & Services**: meets at 2:00 PM on the third  
Thursday of each month, except as noted below.

January 16, 2025	July 17, 2025
February 20, 2025	August 21, 2025
March 20, 2025 (at 1:00PM)	September 18, 2025
April 17, 2025	October 16, 2025
May 15, 2025	November 20, 2025
June 26, 2025	December 18, 2025

**DESIGNATION OF AGENT**

**RESOLUTION 2024-12**

**BE IT RESOLVED BY THE Borough Council OF Selinsgrove Borough**  
(Governing Body) (Public Entity)

**THAT Betsy Kramer, Program Manager, Community Revitalization**  
(Name) (Title)

is hereby authorized to execute for and in behalf of

**Selinsgrove Borough,**

a public entity established under the laws of the Commonwealth of Pennsylvania, all required forms and documents for the purpose of obtaining financial assistance for the Hazard Mitigation Grant Program (HMGP) or the Pre-Disaster Mitigation (PDM) program under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Public Law 93-288 as amended by Public Law 100-707) or the Flood Mitigation Assistance (FMA) program, Repetitive Flood Claims (RFC) program or Severe Repetitive Loss (SRL) program under the National Flood Insurance Act of 1968 (42 U.S.C. 4001 et seq), National Flood Insurance Reform Act of 1994 (Public Law 103-325) and the Flood Insurance Reform Act of 2004 (Public Law 108-264), as pertains to federal mitigation grant programs indicated below (check all that apply):

HMGP     PDM     FMA     RFC     SRL

Passed and approved this 19th day of December, 2024.

**CERTIFICATION**

I, Lauren A. Martz, duly appointed and Borough Secretary/Manager  
(Name) (Title)

of Selinsgrove Borough, do hereby certify that the above is a true and correct copy of  
(Public Entity)

a resolution passed and approved by the Borough Council  
(Governing Body)

of Selinsgrove Borough on the 19<sup>th</sup> day of December, 2024.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Official Position)

\_\_\_\_\_  
(Date)