


PORTAGE BOROUGH COUNCIL AGENDA

Portage Borough Council Chambers

712 Main Street, Portage PA

6:30 pm

March 16, 2026

Regular Meeting

Please make sure to silence your cell phones during the meeting

1. CALL TO ORDER

Roll call and Pledge of Allegiance.

2. REPORTS

a) Borough Manager

3. CORRESPONDENCE

- Save the Date received from Forest Hills Area EMS for their 50th Anniversary Celebration, June 20, 2026 (formal invitation to follow)
- Email from Women's Club of Portage thanking Portage Borough for the generous donation to their Easter Egg Hunt.

4. CITIZENS INPUT ON AGENDA ITEMS

A period of not more than five (5) minutes will be allowed per visitor.

5. MINUTES OF PREVIOUS MEETINGS

Minutes from the March 2, 2026 Council meeting were distributed prior to the meeting.

MOTION: To approve the minutes from March 2, 2026 meeting as presented.

Moved_____ Seconded _____ Aff____ Nay____ Abs: _____

6. TREASURER’S REPORT AND BILLS TO BE PAID

Treasurers Report – March 3 – March 16, 2026:

Tax Collector-Real Estate	\$1,733.29
Special Tax Collector-EIT/LST	\$
Meter Collection	\$
Permits/Licenses/Cable	\$ 5.00
Fines, Forfeitures	\$1,247.48
Intergovernmental/Misc	\$4,577.71
Charge for Services	\$
Sanitation	\$
Total Revenue:	\$7,563.48

7. MOTIONS

a) A Motion to approve the Treasurer’s Report as presented

Moved_____ Seconded _____ Aff____ Nay____ Abs: _____

b) A Motion to approve the list of bills to be paid in the amount of \$26,976.97. Hydrant amount has not been updated and remains at

\$13,162.68. This number is not included in the bills to be paid and will not be paid. (A list of bills to be paid was presented, which were distributed prior to the meeting.)

Moved_____ Seconded _____ Aff____ Nay____ Abs: _____

- c) A Motion to approve report received from the Portage Area Joint Parks and Recreation Committee (meeting of February 9, 2026).

Moved_____ Seconded _____ Aff____ Nay____ Abs: _____

8. UNFINISHED BUSINESS:

- a) **Official letter to the Pennsylvania Department of Conservation and Natural Resources (DCNR) formally requesting the closure and liquidation of the Portage Area Recreation Manager Circuit Rider Grant (Project Number BRC-TAG-28-311) in the amount of \$57,000.**

Discussion & Information on Motion 8a.

Statement of Fact (To be included in the record/minutes): This action is taken due to the following findings by the Borough Administration:

1. **Contractual Infeasibility:** The current grant timeline (expiring 12/31/27) cannot accommodate the mandatory four-year employment period required by the program following the current vacancy.
2. **Strategic Restructuring:** The Borough is implementing a multi-year organizational plan to achieve long-term fiscal self-sufficiency. This

includes transitioning the full-time Manager and Secretary positions to part-time status and reducing the Public Works staff in 2027 to two full-time members.

3. **New Position Creation:** This restructuring will allow the Borough to independently fund a **Full-Time Code Enforcement/Parks Director** position by 2027, fulfilling the community’s recreational needs without the restrictive stipulations of the current grant.
4. **Fiscal Responsibility:** As no funds have been drawn from this grant, the liquidation will result in \$0.00 cost to the Borough and will not negatively impact our eligibility for future DCNR funding."

8a Motion: A Motion to authorize the Borough Manager to submit an official letter to the Pennsylvania Department of Conservation and Natural Resources (DCNR) formally requesting the closure and liquidation of the Portage Area Recreation Manager Circuit Rider Grant (Project Number BRC-TAG-28-311) in the amount of \$57,000.

Moved _____ Seconded _____ Aff ___ Nay ___ Abs: _____

b) Borough Building Roof - The Borough Manager has asked the Solicitor to prepare an update for the April meeting.

c) Fire Hydrant Fees to the Water Authority in the Amount of \$13,162.68.

Discussion and Information on Motion 8c.

1. **Regulatory Compliance:** Under PA Title 66, the Water Authority is entitled to recover costs for providing active fire protection infrastructure.

-
2. **Safety & Insurance:** Maintaining these hydrants as 'Active' ensures the Borough retains its current ISO rating, protecting residents from potential increases in fire insurance premiums.
 3. **Engineering Verification:** Payment is contingent upon receipt of professional certification that the newer units meet installation standards and are mechanically functional, satisfying the Borough's due diligence requirements prior to the next scheduled flow testing cycle.

8c Motion: A Motion to approve the payment of the fire hydrant fees to the Water Authority in the amount of **\$13,162.68**, with the specific condition that the Water Authority provides a **certified engineer's letter** verifying the mechanical condition, operational readiness, and the specific calculation methodology for the hydrants in question.

Moved _____ Seconded _____ Aff ___ Nay ___ Abs: _____

d) Parking behind Borough building. The Borough Manager still needs to meet with each property owner. This will occur throughout the Month of March. After speaking with property owners, the Borough Manager will work with the Solicitor to draw up an updated ordinance and follow through with the legal requirements such as public hearing, etc. to update the ordinance, discuss the plan, and implement said ordinance over the next 2 months.

Step 1: Borough Manager will issue a formal letter before April 1, 2026 alerting property owners of this process and request a meeting to discuss this with each property owner.

e) Approval of Resolution 10-2026

MOTION: To approve Resolution 10-2026 to authorize the designation of new signatories of Robert Fox and Makayla Zonfrilli-Lang for the Department of Community Economic Development (DCED) Grant No. C000088650 (Phase 4 Lighting Project).

Moved _____ Seconded _____ Aff ___ Nay ___ Abs: _____

9. BUILDINGS AND FACILITIES

a) DISCUSSION: 622 Orchard Street is in violation of Ordinance 2-2021. The ordinance reflects that Fences in the Borough should not be exceed 4 ft if it is abutting a street. This specific fence has measured 72 inches on this specific side.

This issue was reported to the Borough in December 2025. Between the transition of Borough Managers this did not get reported to LMIA. It has been reported to LMIA, a stop work order was issued but the fence was already in place. The Contractor for the fence did not adhere to our Borough Code. A citation was issued the week of 3/9/26. The owner wants to discuss a variance request. The Borough should also discuss this ordinance and whether it wants to update this based on resident feedback.

10. NEW BUSINESS:

a) Comcast Cable Franchise Agreement

Discussion and Information on Comcast Cable Franchise Agreement Motion 10a

Grant of Authority: Comcast is granted a non-exclusive, revocable franchise to construct, operate, and maintain its Cable System within the Public Rights-of-Way of the Borough.

Compensation: Comcast shall pay the Borough a Franchise Fee equal to **five percent (5%)** of Gross Revenues derived from Cable Services within the Borough, payable on a quarterly basis.

Community Services: Comcast will provide a Cable Service drop and Basic Service to designated Public Buildings, including the **Borough Building, Police Department, Volunteer Fire Department, and Public Works Department.**

Educational and Governmental (EG) Access: The agreement secures the use of **one (1) EG Access Channel** for community, educational, and governmental programming.

- **Service Standards:** The agreement establishes strict Subscriber Service Standards, including 24/7 toll-free telephone access, specific installation timeframes, and clear procedures for resolving customer complaints.
- **Compliance & Insurance:** The agreement includes robust legal protections for the Borough, including a **\$3,000,000 umbrella insurance policy** and full indemnification of the Borough against claims arising from Comcast's operations."

10a Motion: Motion to approve the Cable Franchise Agreement between the **Borough of Portage and Comcast of Colorado/Pennsylvania/West Virginia, LLC**, for a term of **ten (10) years**, and to authorize the Borough Council President and Borough Secretary to execute all necessary documents to finalize this renewal.

Moved_____ Seconded _____ Aff____ Nay____ Abs: _____

b) Social Media Policy

Discussion and Information on the Social Media Policy Motion 10b

This action is taken to establish clear administrative guidelines for the Borough's online presence, ensuring the following:

1. **Regulatory Authority:** The policy is established under the authority of the Home Rule Charter and the Pennsylvania Borough Code to regulate the general welfare and proper administration of Borough affairs.
2. **Constructive Engagement:** The policy protects First Amendment rights and open discourse while strictly prohibiting incivility, including profanity, threats, harassment, and discriminatory content.
3. **Page Moderation:** Clear guidelines are established for the removal of spam, off-topic content, and demonstrably false information that poses a direct threat to public safety or municipal operations.
4. **Official Communication Channels:** The policy clarifies that the Borough Manager and municipal staff will not actively engage in or reply to debates within the Facebook comments section. Instead, it directs residents to utilize official communication channels, such as calling, emailing, or scheduling an in-person meeting to ensure effective assistance.
5. **Transparency:** Launching the official Facebook page will increase transparency and community accessibility to government services.

10b Motion: A Motion to adopt the 'Official Social Media Comment and Engagement Policy for Facebook' as presented, with an effective date of March 16, 2026, and to authorize the Borough Manager to officially

publish the Portage Borough Facebook page on Tuesday, March 17, 2026

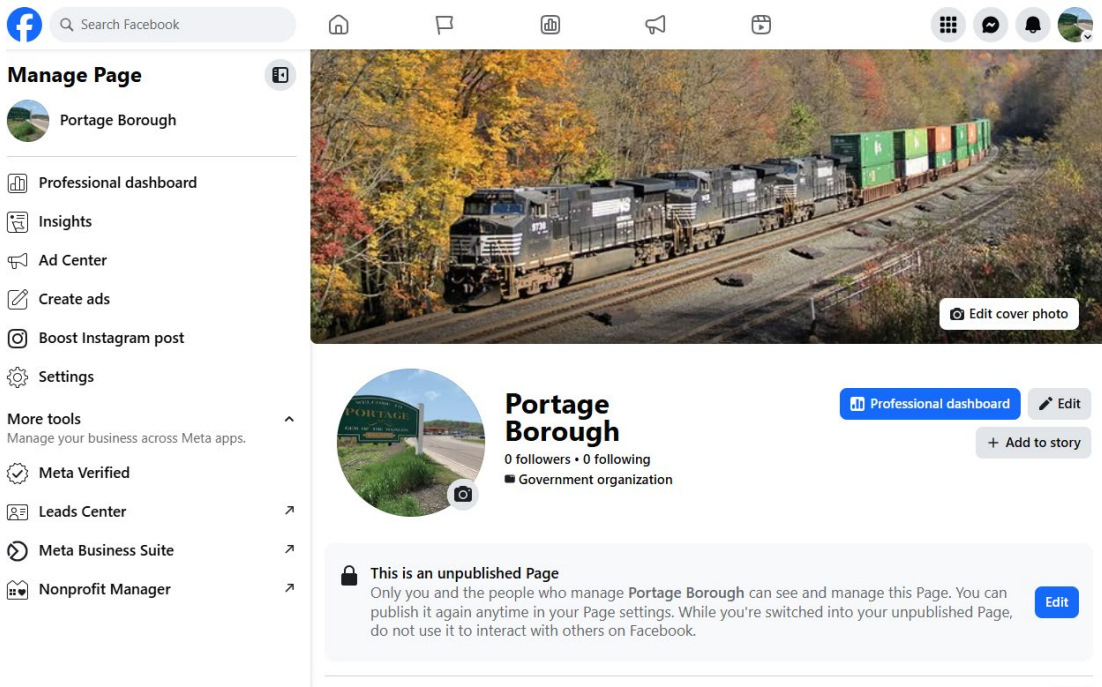
c) Adopt the Official Borough Facebook Page

Discussion and Information on the Official Borough Facebook Page Motion 10c

Discussion & Information: Official Borough Facebook Page and Live Streaming

To further our commitment to transparency and community engagement, the Administration recommends officially designating the newly created Portage Borough Facebook page as the Borough's primary social media platform.

- **Information & Education:** The page will serve as the official hub for distributing timely updates, educational materials regarding Borough services, emergency alerts, and announcements about local happenings.
- **Live Streaming Meetings:** Starting in April 2026, the Facebook page will become the official live stream location for all public Borough Council meetings. This shift will significantly increase accessibility for residents who cannot attend in person, allowing them to stay informed on municipal governance in real time without needing specialized software or a cable subscription.
- **Implementation Timeline:** Pending tonight's adoption of the Social Media Policy, the page will go live tomorrow, Tuesday, March 17, 2026. This gives residents a few weeks to find and follow the page before the first live-streamed meeting in April.



10c Motion: A motion to designate the Portage Borough Facebook page as the official social media platform for municipal information, education, and community updates, and to establish it as the official live stream location for all public Borough Council meetings, commencing in April 2026.

Moved _____ Seconded _____ Aff ___ Nay ___ Abs: _____

d) Discussion of the 2027 Organizational personnel restructure to accommodate the Public Works Director retirement and the need for a full-time Parks & Recreation Director/Code Enforcement Officer.

e) Discussion on the Johnstown Housing Authority Agreement

11. EDUCATION AND GENERAL INFORMATION

a) Discussion and Information regarding the ability to vote remotely during a Council Meeting.

There was a verbal question from a few residents on whether a Council member can vote via phone/teleconference or other telecommunication method. Here is some guidelines on this. The short answer is yes, Council members are able to vote and participate via telecommunication options.

Under the **Pennsylvania Borough Code** (specifically **8 Pa. C.S. § 1001**), a council member can indeed participate and vote by phone (or other telecommunication device), provided certain strict legal requirements are met.

Some stipulations and guidelines apply

1. The Physical Quorum Rule

For a meeting to officially begin and for remote voting to be valid, a **physical quorum** must usually be present first.

- **The Baseline:** A majority of the council members then in office must be **physically present** at the meeting location to establish the initial quorum.
- **The Exception:** Once that physical quorum is established, other members can join via phone and be counted toward the quorum and vote. If a member is later disqualified from a specific vote (e.g., due to a conflict of interest) but is still physically present, the remote member can then be used to *maintain* that quorum.

2. Qualified Reasons for Absence

State law does not allow "voting by phone" just for convenience. A council member may only participate remotely for specific reasons, typically:

- Illness or disability of the member.
- Care for an ill or newborn, child, dependent family member, in the member's immediate family.
- Emergency situations.
- Family or business travel.

3. Technical Requirements (Audio Clarity)

The "phone" setup isn't just a private call; it must integrate with the public meeting.

- **Two-Way Communication:** The device must allow the remote member to hear all other council members and the public.
- **Public Access:** Conversely, the members of the public and council in the room must be able to hear the remote member's comments and their actual vote clearly. If the public cannot hear the vote, it may be challenged under the Sunshine Act.

12. CITIZENS INPUT ON NON-AGENDA ITEMS

A period of not more than five (5) minutes will be allowed per visitor.

11. GOOD OF THE BOROUGH:

12. ADJOURNMENT:

Moved _____ Seconded _____ Aff _____ Nay _____ Abs: _____

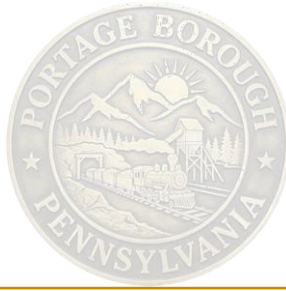
Adjourned at _____ PM

Respectfully Submitted,



Dr. Makayla (MK) Zonfrilli-Lang
Borough Manager
Portage Borough

Portage Borough
721 Main St,
Portage, PA 15946



Dr. Makayla (MK) Zonfrilli-Lang
Cell (814) 660 -4244
mklang@portageboropa.gov

Borough Manager's Report

To: Portage Borough Council

From: Dr. Makayla (MK) Zonfrilli-Lang

Date: March 16, 2026

Re: Summary of Operations & Strategic Initiatives

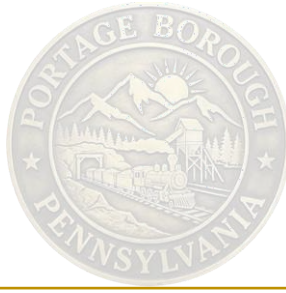
I. Strategic Restructuring & Grant Management

The primary focus of this reporting period is the formalization of our **long-term fiscal self-sufficiency plan**. We are recommending the formal closure of the **DCNR Circuit Rider Grant (BRC-TAG-28-311)**.

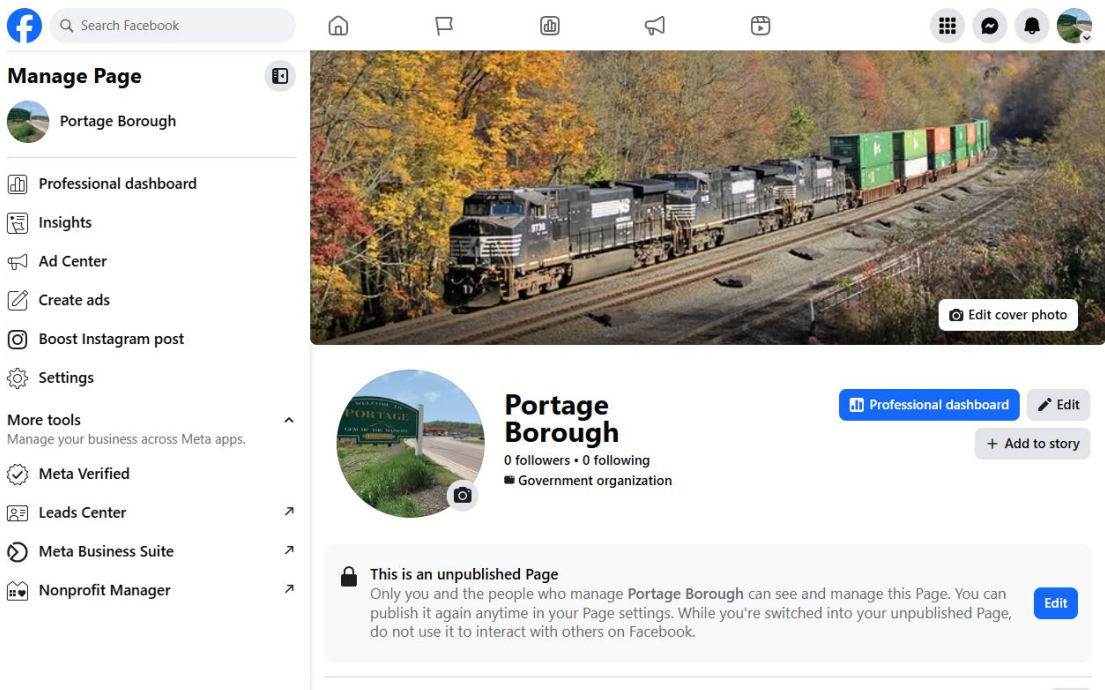
- **Contractual Infeasibility:** The current grant timeline (expiring 12/31/27) cannot accommodate the mandatory four-year employment period required by the program following the current vacancy.
- **Restructuring Plan:** The Borough is implementing a multi-year organizational plan to transition the full-time Manager and Secretary positions to part-time status and reduce the Public Works staff in 2027 to two full-time members.
- **New Position:** This restructuring allows the Borough to independently fund a **Full-Time Code Enforcement/Parks Director** position by 2027, fulfilling recreational needs without restrictive grant stipulations.
- **Fiscal Responsibility:** Since no funds were drawn from this grant, liquidation results in \$0.00 cost to the Borough and will not impact eligibility for future DCNR funding.

II. Infrastructure & Communications

- **Fire Hydrant Fees:** I am recommending a conditional payment of **\$13,162.68** to the Water Authority. To protect the Borough's ISO fire insurance rating, this payment is contingent upon the Authority providing a certified engineer's letter verifying the operational readiness and calculation methodology for the hydrants.



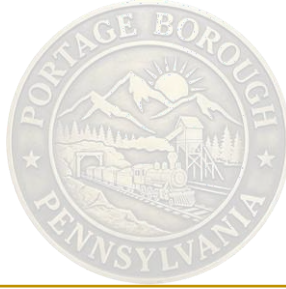
- **Comcast Franchise Agreement:** We are moving forward with a **10-year renewal**. Key provisions include a **5% franchise fee** on gross revenues and complimentary Basic Service to the Borough Building, Police Department, Volunteer Fire Department, and Public Works.
- **Social Media Launch:** Following the anticipated adoption of the **Social Media Policy** tonight, the Borough will officially begin utilizing its Facebook presence. Pending that adoption, we will make the **Portage Borough Facebook page live on Tuesday, March 17, 2026**, to enhance our communication with residents. The page is currently unpublished so you won't find it until it is officially published.



III. Ordinance Enforcement & Community Relations

- **Orchard Street Fence Violation:** A citation has been issued for a fence at 622 Orchard Street measuring **78 inches**, which exceeds the **72-inch (6ft)** limit set by Ordinance 2-2021. The owner has requested to discuss a variance, and Council should consider if resident feedback warrants an update to this ordinance.

Portage Borough
721 Main St,
Portage, PA 15946



Dr. Makayla (MK) Zonfrilli-Lang
Cell (814) 660 -4244
mklang@portageboropa.gov

-
- **Parking Expansion:** Throughout March, I am meeting with property owners regarding the parking plan behind the Borough building. Formal letters alerting owners of this process and requesting meetings will be issued by **April 1, 2026**.
 - **Correspondence:** We received a "Save the Date" for the Forest Hills Area EMS 50th Anniversary on June 20, 2026, and a thank you from the Women's Club of Portage for our donation to their Easter Egg Hunt.
 - **Special Thank you!** I would like to thank the residents of 509 Orchard Street for the heartfelt welcome letter. It was greatly appreciated.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "MK Zonfrilli-Lang".

Dr. MK Zonfrilli-Lang
Portage Borough Manager

CABLE FRANCHISE AGREEMENT

BETWEEN

BOROUGH OF PORTAGE

AND

COMCAST OF COLORADO/PENNSYLVANIA/WEST VIRGINIA, LLC.

TABLE OF CONTENTS

	Page
SECTION 1	DEFINITIONS.....2
SECTION 2	GRANT OF FRANCHISE.....5
2.1	GRANT OF AUTHORITY5
2.2	TERM OF FRANCHISE.....6
2.3	REPRESENTATIONS AND WARRANTIES6
2.4	NON-EXCLUSIVITY6
2.5	FRANCHISE SUBJECT TO FEDERAL, STATE AND LOCAL LAWS.....6
2.6	COMPETITIVE EQUITY.....6
SECTION 3	SYSTEM CONSTRUCTION, OPERATION AND MAINTENANCE7
3.1	TECHNICAL REQUIREMENT7
3.2	AREA TO BE SERVED7
3.3	CABLE SYSTEM SPECIFICATIONS8
3.4	SYSTEM TESTS9
3.5	EMERGENCY ALERT SYSTEM9
3.6	SERVICES FOR SUBSCRIBERS WITH DISABILITIES9
3.7	SERVICE TO MULTIPLE DWELLING UNITS ("MDU'S").....9
3.8	REPAIRS AND RESTORATION9
3.9	SERVICE AREA MAPS.....10
3.10	DISCONNECTION AND RELOCATION11
3.11	EMERGENCY REMOVAL OF EQUIPMENT11
3.12	TREE TRIMMING11
3.13	CHANNEL CAPACITY11
3.14	BROADCAST CHANNELS12
3.15	SIGNAL SCRAMBLING12
3.16	CONTINUITY OF SERVICE.....12
SECTION 4	SUBSCRIBER SERVICE STANDARDS12
4.1	OFFICE HOURS AND TELEPHONE AVAILABILITY12
4.2	INSTALLATIONS AND SERVICE CALLS.....13
4.3	NOTICES13
4.4	BILLING14
4.5	SUBSCRIBER COMPLAINT PROCEDURES14
4.6	DISCONNECTION.....15

	4.7	SERVICE INTERRUPTIONS	15
	4.8	PRIVACY	16
SECTION 5		REGULATION BY THE BOROUGH.....	16
	5.1	RIGHT TO INSPECT	16
	5.2	RIGHT TO CONDUCT COMPLIANCE REVIEW.....	17
	5.3	RESERVED AUTHORITY	17
	5.4	POLICE POWERS.....	17
	5.5	NO LIMITATION ON TAXING OR FEE AUTHORITY.....	17
	5.6	PERMITS	17
	5.7	REPORTING.....	18
SECTION 6		COMPENSATION TO THE BOROUGH	19
	6.1	FRANCHISE FEES	19
	6.2	ANNUAL PAYMENTS.....	19
	6.3	ANNUAL REPORTS.....	19
	6.4	FRANCHISE FEE REVIEW	19
	6.5	BUNDLED SERVICES.....	20
SECTION 7		SERVICES TO THE COMMUNITY	21
	7.1	SERVICES TO COMMUNITY FACILITIES	21
	7.2	EDUCATIONAL AND GOVERNMENTAL (EG) CHANNEL.....	21
SECTION 8		ENFORCEMENT, INSURANCE AND INDEMNIFICATION	24
	8.1	VIOLATIONS AND OPPORTUNITY TO CURE	24
	8.2	LIQUIDATED DAMAGES.....	24
	8.3	REVOCAION	25
	8.4	INSURANCE	26
	8.5	INDEMNIFICATION	27
SECTION 9		MISCELLANEOUS	27
	9.1	FORCE MAJEURE.....	27
	9.2	REMOVAL OF SYSTEM	27
	9.3	NOTICES	28
	9.4	EQUAL EMPLOYMENT OPPORTUNITY.....	29
	9.5	CAPTIONS	29
	9.6	GOVERNING LAW; VENUE	29
	9.7	TRANSFER, ASSIGNMENT OR CHANGE IN CONTROL	29
	9.8	ENTIRE AGREEMENT	29

9.9	SEPARABILITY	30
9.10	NO WAIVER OF RIGHTS.....	30
9.11	CHANGE OF LAW	30
9.12	COMPLIANCE WITH LAWS	30
9.13	THIRD PARTY BENEFICIARIES	30
9.14	APPLICABILITY OF AGREEMENT	31

CABLE FRANCHISE AGREEMENT

This Cable Franchise Agreement (hereinafter referred to as the “Agreement”) is by and between the Borough of Portage, a municipality located in Cambria County, Pennsylvania (hereinafter referred to as the “Borough”) and Comcast of Colorado/Pennsylvania/West Virginia, LLC (hereinafter referred to as “Comcast”).

WHEREAS, pursuant to Title VI of the Communications Act, the regulations of the Federal Communications Commission (hereinafter referred to as the “FCC”) and Pennsylvania law, the Borough is authorized to grant and renew franchises to construct, operate and maintain a Cable System utilizing Public Rights-of-Way and properties within the Borough’s jurisdiction; and

WHEREAS, Comcast currently holds a cable franchise from the Borough by virtue of a cable franchise agreement dated March 21, 2016; and

WHEREAS, Comcast has requested that the Borough renew Comcast’s franchise to maintain, construct, operate, and maintain its Cable System over, under and along the aforesaid rights-of-ways for use by the Borough’s residents; and

WHEREAS, the aforesaid Public Rights-of-Way used by Comcast are public properties acquired and maintained by the Borough on behalf of the citizens of the Borough, and the right to use said rights-of-way is a valuable property right; and

WHEREAS, the Borough desires to protect and manage the aforesaid rights-of-way, establish standards of Subscriber service, maintain a technologically advanced Cable System, receive Franchise Fees for Comcast’s use of the Borough’s public rights-of-ways as provided by federal law, obtain the use of an educational and governmental channel, establish certain reporting requirements, provide legal protections for the Borough, and meet the current and future cable-related needs of its residents; and

WHEREAS, the Borough held a public hearing on the subject of cable franchise renewal, including reviewing the cable operator’s past performance and identifying the Borough’s future cable-related community needs; and

WHEREAS, the Borough has determined that Comcast has the financial, legal and technical ability to provide Cable Services to Subscribers located in the Borough;

WHEREAS, the Borough has determined that this Agreement and the process for consideration of this Agreement complies with all applicable federal, state and local laws and regulations; and

WHEREAS, the Borough, after affording the public notice and opportunity for comment, has determined that the public interest would be served by renewing Comcast's franchise according to the terms and conditions contained herein;

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

SECTION 1 **DEFINITIONS**

The following terms used in this franchise shall have the following meanings:

(a) Affiliated Entity - Any persons(s) or entity(ies) who own or control, are owned or controlled by or are under common ownership or control with Comcast of Colorado/Pennsylvania/West Virginia, LLC, but does not include Affiliated Entities that are not involved with the use, management, operation, construction, repair and/or maintenance of Comcast Corporation's cable systems.

(b) Basic Service - The service tier that includes at least the retransmission of local broadcast television signals.

(c) Cable Act - Title VI of the Communications Act of 1934, as amended by the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competitive Act of 1992 and the Telecommunications Act of 1996, as it may, from time to time, be further amended.

(d) Cable Service or Service - The one-way transmission to Subscribers of video programming or other programming service and Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

(e) Cable System or System - A facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within the Borough but such term does not include (1) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (2) a facility that serves Subscribers without using any public right-of-way; (3) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act, except that such facility shall

be considered a Cable System (other than for purposes of Section 621 of the Cable Act) to the extent that facility is used in the transmission of video programming directly to Subscribers unless the extent of that use is solely to provide interactive on-demand services; (4) an open video system that complies with Section 653 of the Cable Act; (5) any facilities of any electric utility used solely for operating its electric utility systems;

(f) Channel - A portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel as a television channel is defined by FCC regulation.

(g) Complaint - Any written (including electronic) or oral communication by a Subscriber expressing dissatisfaction with Comcast's operation of its Cable System that is within Comcast's control and requires a corrective measure on the part of Comcast or its contractors or subcontractors.

(h) Communications Act - The federal Communications Act of 1934, as amended, and as it may, from time to time, be further amended.

(i) Drop - The coaxial or fiber optic or other cable that connects a home or building to the Cable System.

(j) Educational and Governmental (EG) Channel - An access channel that consists of local, educational and/or governmental programming.

(k) Effective Date - The date on which the Township signs this Agreement, subject to all necessary parties executing this Agreement as indicated on the signature page(s), unless a specific date is otherwise provided in the "Term" section herein.

(l) Emergency - A condition that either (1) constitutes a clear and immediate danger to the health, welfare, or safety of the public; or (2) has caused or is likely to cause the Cable system in the Public Rights-of-Way to be unusable and result in loss of the services provided.

(m) FCC - Federal Communications Commission.

(n) Force Majeure - Acts of God; acts of public enemies, including terrorist attacks; orders of any kind of the government of the United States of America or the Commonwealth of Pennsylvania or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots; labor strikes; epidemics; landslides; lightning; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; explosions; unavailability of materials or equipment; extraordinary make ready costs; partial or entire failure of utilities or other event that is reasonably beyond Comcast's ability to anticipate or control.

(o) Franchise - The authorization granted by the Borough to construct, operate and maintain a Cable System within the corporate limits of the Borough as embodied in the terms and conditions of this Agreement.

(p) Franchise Fee - The fee that Comcast remits to the Borough pursuant to Section 622 of the Cable Act, 47 U.S.C. §542, and Section 6.1 of this Agreement.

(q) Gross Revenues - All revenue received by Comcast or its Affiliated Entities arising from, attributable to, or in any way derived from the operation of Comcast's Cable System in the Borough to provide Cable Services, as calculated in accordance with generally accepted accounting principles ("GAAP"). Gross Revenues shall include, but are not limited to, the following:

- (1) Basic Service fees;
- (2) fees charged to Subscribers for any Cable Service tier other than Basic Service;
- (3) fees charged for premium Cable Services;
- (4) fees for all digital video tiers;
- (5) fees for video-on-demand;
- (6) fees charged to Subscribers for any optional, per-channel or per-program Cable Services;
- (7) revenue from the provision of any other Cable Services;
- (8) charges for installation, additional outlets, relocation, disconnection, reconnection and change-in-service fees for Cable Service.
- (9) fees for changing any level of Cable Service programming;
- (10) fees for service calls pertaining to Cable Services;
- (11) inside wire maintenance fees for Cable Services;
- (12) service plan protection fees for Cable Services;
- (13) convenience fees;
- (14) early termination fees on Cable Services;
- (15) fees for Leased Access Channels;
- (16) charges based on the sale or lease of any portion of the Cable System for Cable Service;
- (17) rental or sales of any and all equipment, including converters and remote control devices;
- (18) advertising revenues attributable to the local Cable System and Cable Services;
- (19) revenues or commissions from locally-derived home shopping channels;
- (20) broadcast retransmission fees;
- (21) regional sports fee;
- (22) late payment fees on Cable Services;
- (23) billing and collection fees on Cable Services;
- (24) NSF check charges; and
- (25) Franchise Fees.

Gross Revenue shall not include refundable deposits, investment income, programming launch support payments, nor any taxes, or other fees or assessments imposed or assessed by any governmental authority. Gross Annual Revenues shall not include actual bad debt that is written off, consistent with generally accepted accounting principles, provided however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in

the Gross Annual Revenues in the period so collected. In the event of any dispute over the classification of revenue, the Borough and Comcast agree that reference should be made to generally accepted accounting principles (“GAAP”) as promulgated and defined by the Financial Accounting Standards Board (“FASB”).

(r) HD - High definition format.

(s) Leased Access or Commercial Access Channel - Any channel on Comcast’s Cable System designated for use by any entity that is unaffiliated with Comcast pursuant to Section 612 of the Cable Act, 47 U.S.C. §532.

(t) Multiple Dwelling Units or MDU’s - Any building, buildings or area occupied by dwelling units, appurtenances thereto, grounds and facilities, which dwelling units are intended or designed to be owned, occupied or leased for occupation, or actually occupied, as individual homes or residences for three (3) or more households.

(u) Normal Business Hours - Those hours during which most similar businesses in the community are open to serve Subscribers. In all cases, "Normal Business Hours" must include some evening hours at least one night per week and/or some weekend hours.

(v) Normal Operating Conditions - Business conditions within Comcast’s service department which are within the control of Comcast. Those conditions that are not within the control of Comcast include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages and severe or unusual weather conditions or other conditions of Force Majeure.

(w) Outlet - An interior receptacle that connects a television set to the Cable System.

(x) Public Buildings – shall mean the Borough Building, police stations, fire companies, public works buildings, and water and sewer authorities. Public Buildings shall not include buildings owned by the Borough but leased to third parties, or buildings, such as storage facilities, at which government employees are not regularly stationed, or to facilities used by a private service provider, such as a private ambulance company.

(y) Public Rights-of-Way - The surface and the area across, in, over, along, under and upon the public streets, roads, lanes, avenues, alleys, sidewalks, bridges, highways and other rights-of-way, as the same now or may thereafter exist, which are under the jurisdiction or control of the Borough.

(z) Programming - Any video or audio signal carried over the Cable System that is generally considered comparable to programming provided by a television broadcast station.

(aa) Service Interruption - The loss of picture or sound on all Cable Service channels.

(bb) Subscriber - A person or entity who contracts with Comcast for, and lawfully receives, Cable Services distributed by the Cable System.

SECTION 2
GRANT OF FRANCHISE

2.1 GRANT OF AUTHORITY

Pursuant to the Cable Act, the regulations of the FCC and Pennsylvania law, the Borough hereby grants a non-exclusive and revocable franchise to Comcast. Subject to the terms and conditions contained herein, the Borough hereby grants to Comcast the authority to construct, extend, install, operate, maintain, upgrade and rebuild a Cable System, including such wires, cables, fiber, conductors, ducts, conduits, amplifiers, pedestals, attachments and other equipment as is necessary and appropriate to the operation of the Cable System in the Public Rights-of-Way, including property over which the Borough has a sufficient easement or right-of-way to provide Cable Services. Nothing herein shall preclude Comcast from offering any other service over the Cable System as may be lawfully allowed.

2.2 TERM OF FRANCHISE

The term of the Franchise granted hereunder shall be ten (10) years, commencing upon the Effective Date of the Franchise, unless the Franchise is lawfully terminated in accordance with the terms of this Franchise Agreement and the Cable Act.

2.3 REPRESENTATIONS AND WARRANTIES

(a) Comcast represents, warrants and acknowledges that, as of the Effective Date:

(1) Comcast is duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania;

(2) Comcast has the requisite approval from the applicable federal and state agencies;

(3) There is no action or proceeding pending or threatened against Comcast which would interfere with its performance or its ability to perform the requirements of this Agreement;

(4) Pursuant to Section 625(f) of the Cable Act, as of the Effective Date, the performance of all terms and conditions in this Agreement is commercially practicable.

2.4 NON-EXCLUSIVITY

This Franchise granted to Comcast shall be non-exclusive. Nothing in this Agreement shall affect the right of the Borough to grant other Franchises to construct, operate or maintain a Cable System.

2.5 FRANCHISE SUBJECT TO FEDERAL, STATE AND LOCAL LAWS

This Franchise is subject to and shall be governed by all lawful and applicable provisions of federal, state and generally applicable local laws and regulations. This Franchise is further subject to all generally applicable ordinances and resolution of the Borough. Without waiving any of its rights, the Borough agrees that, to the extent any term of this Agreement is inconsistent with the terms of any Borough cable franchise ordinance existing as of the Effective Date, this Agreement shall control.

2.6 COMPETITIVE EQUITY

(a) Comcast acknowledges and agrees that the Borough reserves the right to grant one or more additional franchises to construct, operate, and maintain a Cable System within the Borough.

(b) The Franchise granted to Comcast is non-exclusive; however, if the Borough grants a subsequent franchise or other authorization to provide similar wired video services, that, when taken as a whole upon consideration of all of its material obligations, is more favorable or less burdensome to the subsequent provider than this Agreement is to Comcast, then Comcast may request an amendment to this Agreement to provide Comcast with competitive equity. If, when taken as a whole upon consideration of all of its material obligations, the subsequent Franchise is more favorable or less burdensome, then the Borough and Comcast shall enter into good faith negotiations in order to modify this Agreement to the mutual satisfaction of both parties to provide Comcast with such competitive equity.

(c) In the event an application for a new Franchise for Cable Service is submitted to the Borough proposing to serve Subscribers within the Borough, then the Borough shall notify Comcast in writing of the submission of the application.

SECTION 3 SYSTEM CONSTRUCTION, OPERATION AND MAINTENANCE

3.1 TECHNICAL REQUIREMENT

(a) Comcast shall operate, maintain, construct and extend the Cable System so as to offer Cable Services throughout all parts of the Borough where the density requirements of Section 3.2 are met. The Cable Service provided by the Cable System shall be delivered in accordance with applicable FCC standards and the Cable Act. The Cable System shall meet or exceed any and all applicable technical performance standards of the FCC, the National Electrical Safety Code, the National Electric Code and any other applicable federal laws and regulations and the laws, ordinances and construction standards of the Commonwealth of Pennsylvania and the generally applicable laws, ordinances and construction standards of the Borough.

(b) Stand-by power at the headend(s) shall be provided in the event of a service interruption. Stand-by power must activate automatically upon the failure of commercial utility power.

3.2 AREA TO BE SERVED

(a) Comcast shall make Cable Service available to every dwelling occupied by a person requesting Cable Service provided that Comcast is able to obtain from the property owners any necessary easements and/or permits in accordance with Section 621(a)(2) of the Cable Act. Comcast shall extend the Cable System beyond that which exists on the Effective Date into all areas within the Borough, unserved by another wireline video provider, where there is a minimum of twenty-five (25) dwelling units per linear plant mile of aerial cable and fifty (50) dwelling units per underground mile of cable, calculated from the end of the main distribution line from which a usable Cable Service signal can be obtained. For purposes of this section, a home shall only be counted as a “dwelling unit” if such home is within two hundred seventy-five (275) feet of the nearest distribution pole line within the public right of way. Upon written request from the Borough, Comcast shall conduct a survey to determine the number of dwelling units in the requested area and shall inform the Borough of the survey results and applicable costs to extend Service to the area. In those areas meeting the minimum density standard, Comcast shall commence construction within ninety (90) days after all necessary permits and pole attachment licenses are obtained. Subject to Force Majeure, Comcast will make best efforts to complete the construction of said extension within six (6) months from the issuance of all necessary permits and pole attachment licenses. Comcast's obligation hereunder shall be subject to the timely performance of walk-out, make ready and location of all underground utilities, weather permitting.

(b) Any dwelling unit within one hundred twenty-five (125) feet aerial distance from the main distribution line shall be entitled to a standard installation rate. For any dwelling unit in excess of one hundred twenty-five (125) feet or that requires an underground installation, Comcast shall extend the Cable Service if the Subscriber pays Comcast the actual cost of installation from its main distribution system with such cost being only the incremental portion beyond one hundred twenty-five (125) feet for aerial installations.

(c) The Borough has the authority to require Comcast to place wires and/or equipment underground, provided that the Borough imposes such requirement on all similarly situated entities. All installations of wires and/or equipment by Comcast shall be underground in those areas of the Borough where the wires and/or equipment of similarly situated entities (i.e. telephone and electric utilities) are underground; provided, however, that such underground locations are capable of accommodating Comcast's facilities without technical degradation of the Cable System's signal quality. Comcast shall not be required to construct, operate, or maintain underground any ground-mounted appurtenances such as Subscriber taps, line extenders, system passive devices, amplifiers, power supplies, or pedestals.

(d) In the event that public or private funds are made available to pay for such underground projects, Comcast shall be included by the Borough for such funds, if permitted to do so under applicable law. In the event that Comcast is required to place existing aerial plant

underground, Comcast reserves its right to pass any remaining costs in excess of any such available public or private funds through to Subscribers if and to the extent allowed by applicable law.

3.3 CABLE SYSTEM SPECIFICATIONS

(a) Comcast has designed, constructed, and shall maintain a Cable System that has been built for digital television standards.

(b) Comcast reserves the right to alter, adjust, modify, rebuild, upgrade, redesign, or otherwise reconfigure the Cable System at any time during the term of the Agreement, provided that no alteration, adjustment, modification, rebuild, upgrade, redesign or other reconfiguration of the Cable System shall have the effect of reducing the technical capabilities of the Cable System as set forth in Section 3.1.

3.4 SYSTEM TESTS

(a) Comcast shall be responsible for ensuring that its Cable System is designed, installed and operated in a manner that fully complies with applicable FCC technical standards. Upon a showing of a pattern of Subscriber Complaints regarding signal quality or a determination of non-compliance related to signal quality through a compliance review under Section 5.2 herein, Comcast, upon written request by the Borough, shall perform applicable tests to determine compliance with FCC technical standards. Comcast shall provide a report to the Borough within thirty (30) days of completion of a Borough-requested test that describes the results of the test. If any test under this Section indicates that the Cable System fails to meet applicable FCC requirements, Comcast shall take such corrective measures as are necessary to correct any failure and to prevent their recurrence as far as is possible.

(b) Upon sixty (60) days' written request to Comcast, the Borough may inspect the Cable System at any time to ensure compliance with this Agreement and applicable law, including to ensure that the Cable System is constructed and maintained in a safe condition. The Borough reserves the right, upon at least sixty (60) days' written notice to Comcast, to conduct a technical audit of the Cable System.

3.5 EMERGENCY ALERT SYSTEM

Comcast shall comply with the Emergency Alert System requirements of the FCC.

3.6 SERVICES FOR SUBSCRIBERS WITH DISABILITIES

Comcast shall comply with all applicable federal regulations, including the Communications Act of 1934, as amended, that ensure the provision of Cable Services and related equipment are accessible to and usable by persons with disabilities.

3.7 SERVICE TO MULTIPLE DWELLING UNITS (“MDU’s”)

Comcast and the Borough hereto acknowledge and agree that installation and provision of Cable Service to MDU’s are subject to a separate negotiation between the landlord, owner or governing body of any such MDU and Comcast, which negotiations shall be conducted in accordance with the procedures set forth in the Cable Act, as amended, applicable FCC regulations and applicable Pennsylvania law.

3.8 REPAIRS AND RESTORATION

(a) Whenever Comcast or any of its agents, including any contractor or subcontractor, takes up or disturbs any pavement, sidewalk or other improvement of any public or private property, the same shall be replaced and the surface restored in as reasonably good condition as before the disturbance within twenty (20) business days of the completion of the disturbance, weather permitting. Upon failure of Comcast to comply within the time specified and the Borough having notified Comcast in writing of the restoration and repairs required, the Borough may cause proper restoration and repairs to be made and the expense of such work shall be paid by Comcast upon demand by the Borough.

(b) Whenever Comcast or any agent, including any contractor or subcontractor, shall install, operate or maintain equipment, cable, or wires, it shall avoid damage and injury to property, including structures, improvements and trees in and along the routes authorized by the Borough if required for the proper installation, operation and maintenance of such equipment, cable, or wires. Comcast shall promptly repair and restore any public or property that is damaged as a result of construction, installation, repair or maintenance of the Cable System within twenty (20) business days, weather permitting.

(c) Comcast’s operation, construction, repair and maintenance personnel, including all contractors and subcontractors, shall be trained in the use of all equipment and the safe operation of vehicles. Such personnel shall follow all safety procedures required by all applicable federal, state and local laws and regulations. All areas of the Cable System shall be inspected in accordance with such applicable federal, state and local laws and regulations so as to prevent hazardous conditions or risks to safety for the public and/or operating and maintenance personnel. Comcast shall install and maintain its wires, cables, fixtures, and other equipment in such a manner as shall not interfere with any installations of the Borough or any public utility serving the Borough.

(d) Should a public safety emergency occur as a result of, incident to, or connected with operation, construction, repair, or maintenance activities by Comcast personnel, including all contractors and subcontractors, then such personnel shall immediately contact the applicable public safety emergency dispatcher (e.g. 9-1-1).

(e) Whenever Comcast or any agent, including any contractor or subcontractor, shall disturb any pavement, sidewalk or other public property in order to perform any underground activity, it shall utilize the Pennsylvania One Call System prior to any such disturbance. Comcast shall adhere to any additional undergrounding requirements which the Commonwealth may

establish in the future. Comcast shall adhere to all requirements of the Pennsylvania Underground Utility Line Protection Act.

(f) All structures and all lines, equipment and connections in, over, under, and upon streets, sidewalks, alleys, and public and private ways and places of the Borough, wherever situated or located, shall at all times be kept and maintained in a safe and suitable condition and in good order and repair in accordance with customary industry standards and practices.

3.9 SERVICE AREA MAPS

Upon thirty (30) days written request, Comcast shall permit the Borough to view a complete set of Comcast service area strand maps of the Borough on which shall be shown those areas in which facilities exist and the location of streets. The strand maps shall also designate where the cable wires and other equipment are aerial and where they are underground. Such viewing by Borough officials shall be at a mutually agreed time and location. Should the Borough wish to obtain such strand maps of the Borough for its exclusive use, Comcast shall provide such maps within thirty (30) days of a written request, but no more than once annually and only after the Borough and Comcast have executed a non-disclosure agreement as such maps are confidential and proprietary pursuant to Section 5.1 of this Agreement.

3.10 DISCONNECTION AND RELOCATION

(a) Comcast shall, at no cost to the Borough, protect, support, temporarily disconnect, relocate in the same street, or other public way and place, or remove from any street or any other public way or place, any of its property as required by the Borough or its designee by reason of traffic conditions, street construction, change or establishment of street grade, site distance visibility, the construction of any public improvement or structure, or any other reason related to public health, safety and welfare.

(b) In requiring Comcast to protect, support, temporarily disconnect, relocate or remove any portion of its property, the Borough shall treat Comcast the same as, and require no more of Comcast than, any other similarly situated entity utilizing the Public Rights of Way, including with respect to potential reimbursement of costs.

3.11 EMERGENCY REMOVAL OF EQUIPMENT

(a) If, at any time, in case of fire or other disaster in the Borough, it shall be necessary, in the reasonable judgment of the Borough or its agent, to cut or move any of the wires, cable or equipment of the Cable System, the Borough shall have the right to do so without cost or liability, provided that, wherever possible, the Borough shall give Comcast notice and the ability to relocate wires, cable or other equipment.

(b) In cutting or moving any of the wires, cable or equipment of the Cable System in the event of fire or other disaster, the Borough shall treat Comcast the same as, and require no more of Comcast than, any other similarly situated entity.

3.12 TREE TRIMMING

(a) Comcast, or its agents, including contractors and subcontractors, shall have the authority to trim trees upon and overhanging the Public Rights-of-Way so as to prevent the branches of such trees from coming in contact with the wires, cables, or other equipment of Comcast. Any such tree trimming shall only be performed in accordance with applicable laws and regulations.

(b) If Comcast or its agents, including contractors and subcontractors, wish to cut down and remove any tree or trees as may be necessary for the installation and/or maintenance of its equipment, it shall apply to the Borough for permission, with the exception of Emergency situations as defined in Section 1(k), and if permission is granted, shall perform such cutting and removal in accordance with the regulations of the Borough.

3.13 CHANNEL CAPACITY

Comcast shall meet or exceed programming and channel capacity requirements set forth in this Agreement and required by applicable federal and state law and regulations.

3.14 BROADCAST CHANNELS

To the extent required by federal law, Comcast shall provide all Subscribers with Basic Service including, but not limited to: a) all broadcast television signals carried in fulfillment of the requirements of Section 614 of the Cable Act; b) the signals of qualified non-commercial educational television signals carried in fulfillment of the requirements of Section 615 of the Cable Act; and c) any Educational and Governmental Channel pursuant to Section 611 of the Cable Act. All such signals shall be delivered to Subscribers in accordance with FCC technical specifications.

3.15 SIGNAL SCRAMBLING

Comcast shall at all times comply with FCC regulations regarding scrambling or other encryption of audio and video signals.

3.16 CONTINUITY OF SERVICE

Subscribers shall continue to receive Cable Service from Comcast provided their financial and other obligations to Comcast are honored. Subject to Force Majeure provisions in Section 9.1, Comcast shall use its best efforts to ensure that all Subscribers receive continuous, uninterrupted service regardless of the circumstances. For the purpose of construction, routine repairing or testing of the Cable System, Comcast shall use its best efforts to interrupt service only during periods of minimum use. When necessary service interruptions of more than twenty-four (24) hours can be anticipated, Comcast shall notify Subscribers in advance of such service interruption along with providing Subscribers with a pro-rata credit for the time of such service interruption.

SECTION 4

SUBSCRIBER SERVICE STANDARDS

4.1 OFFICE HOURS AND TELEPHONE AVAILABILITY

(a) Comcast shall provide and maintain a toll free telephone access line that will be available to Subscribers twenty-four (24) hours a day, seven (7) days a week. Trained representatives shall respond to Subscriber telephone inquiries during Normal Business Hours. After Normal Business Hours, the access line may be answered by a service or an automated response system. Inquiries received after Normal Business Hours must be responded to by a trained company representative on the next business day.

(b) Under Normal Operating Conditions and during Normal Business Hours, telephone answering time by a Subscriber representative, including wait time, shall not exceed thirty (30) seconds after the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety percent (90%) of the time, measured on a quarterly basis. Under Normal Operating Conditions, the Subscriber shall receive a busy signal less than three percent (3%) of the time.

(c) Comcast will not be required to perform surveys to measure compliance with the telephone answering standards above unless a historical record of Complaints indicates a clear failure to comply. If the Borough determines, after receiving Complaints itself and/or receiving a record of Complaints made to Comcast in accordance with Sections 4.5 and/or 5.7(a), that there is a clear failure to comply with the telephone answering requirements above, the Borough shall notify Comcast in writing that it must measure its compliance with these requirements for the next three months and report to the Borough the results of such monthly average measurements.

4.2 INSTALLATIONS AND SERVICE CALLS

(a) Comcast shall maintain a staff of employees sufficient to provide adequate and prompt service to its Subscribers. Comcast shall require that any employee or agent, including any subcontractor, who personally visits any residential dwelling, shall display a photo identification badge. Any vehicle used for installation, operation or maintenance activities by any Comcast employee or agent, including any subcontractor, shall prominently display the Comcast or Xfinity logo.

(b) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those aerial installations that are located up to one hundred twenty-five (125) feet from the existing main distribution line.

(c) Upon scheduling of appointments with the Subscriber for installations, service calls and other activities, Comcast shall provide the Subscriber with either a specific time or an "appointment window" of a maximum of four (4) hours during Normal Business Hours. Comcast may schedule service calls and installation activities outside of Normal Business Hours at a time that is convenient for the Subscriber.

(d) Comcast may not cancel an appointment with a Subscriber after the close of business on the business day prior to the scheduled appointment. If, at any time, an installer or technician is running late, an attempt to contact the Subscriber must be made prior to the time of the appointment. If the appointment must be rescheduled, it must be done so at a time that is convenient for the Subscriber.

4.3 NOTICES

(a) In accordance with applicable federal law, Comcast shall provide written information to each Subscriber upon initial subscription, and at least annually to Subscribers and at any time upon request, regarding each of the following areas:

- (1) Products and services offered;
- (2) Prices and options for programming services and conditions of subscription to programming and other services;
- (3) Channel positions of programming carried on the Cable System;
- (4) Installation and service maintenance policies;
- (5) Instructions on how to use the Cable Service and any converters;
- (6) Billing and Subscriber complaint procedures;
- (7) A notice of Subscriber privacy rights as required by federal law.

(b) In accordance with applicable law, Comcast shall notify Subscribers and the Borough in writing of any changes in rates, programming services or channel positions a minimum of thirty (30) days in advance of such changes provided that such change is within the control of Comcast. Comcast shall not be required to provide prior notice to Subscribers of any rate change that is the result of a regulatory fee, Franchise Fee or any other fee, tax, assessment or charge of any kind imposed by any federal agency, the Commonwealth of Pennsylvania or the Borough on the transaction between Comcast and the Subscriber. Advance notice is not required for the launch of new channels when offered on a subscription basis or added to an existing service tier at no additional cost to the customer.

(c) The written notices required by this section may be provided electronically as permitted by 47 C.F.R. § 76.1600.

4.4 BILLING

(a) Bills shall be clear, concise and understandable. Bills must be fully itemized, and shall include all applicable service tiers, equipment charges and any installation or repair charges. Bills shall state the billing period, including an effective due date, the amount of current billing and any relevant credits or past due balances.

(b) The Borough hereby requests that Comcast omit the Borough's name, address, and telephone number from Subscriber bills as permitted by 47 C.F.R. § 76.952.

4.5 SUBSCRIBER COMPLAINT PROCEDURES

Comcast shall establish clear written procedures for resolving all Subscriber Complaints, which shall include at least the following:

(a) Comcast shall provide the Subscriber with a written response to a written Complaint within thirty (30) days of its receipt at the local business office. Such response shall include the results of its inquiry into the subject matter of the Complaint, its conclusions based on the inquiry, and its decision in response to the Complaint.

(b) If the Borough is contacted directly about a Subscriber Complaint, it shall notify Comcast promptly and in writing. When Comcast receives such notification, Comcast shall respond in writing within the time period specified in Section 4.5(a).

(c) Any Subscriber who, in good faith, disputes all or part of any bill sent by Comcast has the option of withholding the disputed amount, without a late fee or disconnection, until Comcast has investigated the dispute in good faith and has made a determination that the amount is owed provided that:

(1) The Subscriber provides a written Complaint to Comcast in a timely fashion and includes identifying information;

(2) The Subscriber pays all undisputed charges;

(3) The Subscriber cooperates in determining the appropriateness of the charges in dispute; and

(4) It shall be within Comcast's sole discretion to determine when the dispute has been resolved.

(d) In accordance with applicable law, Comcast shall maintain Subscriber Complaint records for inspection by the affected Subscriber, which shall contain the date each Complaint is received, the name and address of the affected Subscriber, a description of the Complaint, the date of resolution of the Complaint, and a description of the resolution.

4.6 DISCONNECTION

Comcast may disconnect or terminate a Subscriber's service for cause:

(a) If at least thirty (30) days have elapsed from the due date of the bill that Subscriber has failed to pay; and

(b) If Comcast has provided at least ten (10) days' notice to the affected Subscriber prior to disconnection, specifying the effective date after which Cable Services are subject to disconnection; and

(c) If there is no pending written dispute with Comcast regarding the bill; or

(d) If at any time and without notice, Comcast determines in good faith that Subscriber has tampered with or abused Comcast's equipment or service, is engaged in theft of Cable Service or has exhibited violent or threatening behavior toward its employees.

4.7 SERVICE INTERRUPTIONS

(a) Excluding conditions beyond its control, Comcast shall begin working on a Service Interruption promptly and in no event later than twenty-four (24) hours after the Service Interruption becomes known and shall pursue to completion. Notice of a Service Interruption of a single Subscriber shall give rise to this obligation on behalf of Comcast. All other service calls not affecting public health, safety or welfare shall occur within a maximum of forty-eight (48) hours after notice to Comcast or scheduled at the convenience of the Subscriber.

(b) In the event that there is a Service Interruption to any Subscriber for six (6) or more consecutive hours and upon receipt of written or credible oral request, Comcast shall grant such Subscriber a pro rata credit or rebate, on a daily basis, of that portion of the service charge during the next consecutive billing cycle, or, at its option, apply such credit to any outstanding balance that is currently due.

4.8 PRIVACY

Comcast shall comply with the privacy provisions of Section 631 of the Cable Act and all other applicable federal and state privacy laws and regulations. Comcast shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personally-identifiable Subscriber information is handled and protected strictly in accordance with this policy and all applicable laws and regulations.

SECTION 5 **REGULATION BY THE BOROUGH**

5.1 RIGHT TO INSPECT AND PROTECTION OF PROPRIETARY INFORMATION

(a) The Borough shall have the option, upon thirty (30) business days' written notice and during Normal Business Hours, to inspect at the notice location for Comcast specified in Section 9.3, all documents, records and other pertinent information maintained by Comcast which relate to the terms and conditions of this Agreement for the purpose of verifying compliance with the terms and conditions of this Agreement and applicable law.

(b) In addition, Comcast shall maintain for inspection by the public and the Borough all records required by the FCC and as specified in 47 C.F.R. § 76.305 in the manner specified therein.

(c) Notwithstanding anything to the contrary set forth herein, all information specifically marked by Comcast as proprietary or confidential in nature and furnished to the Borough or its designated representatives shall be treated as confidential by the Borough so long as it is permitted to do so under applicable law. Representatives and/or agents of the Borough may be requested to execute a non-disclosure agreement prior to the provision by Comcast of certain confidential information, provided such representatives and/or agents are permitted to do so under applicable law. Information and documentation marked by Comcast as proprietary or confidential shall include a brief written explanation as to its proprietary nature or confidentiality subject to review by the Borough. The Borough and its officially designated representatives agree in advance to treat any such information or records which Comcast reasonably deems would provide an unfair advantage for Comcast's competitors (e.g. system design maps, engineering plans, programming contracts, etc.) as confidential so long as permitted to do so under applicable law and only to disclose it to Borough employees, agents, or representatives who have a need to know or in order to enforce the provisions of this Agreement. In the event a request is made by an individual or entity not an employee, agent or representative of the Borough acting in their official capacity for information related to the franchise and marked by Comcast as confidential and/or proprietary, the Borough shall timely notify Comcast of such request and shall cooperate with Comcast in protecting its proprietary and confidential information to the extent permitted by applicable law. Comcast shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act, or information which is not relevant to regulation of the franchise (e.g. employee files, tax returns, etc.).

5.2 RIGHT TO CONDUCT COMPLIANCE REVIEW

Not more than twice during the term of this Agreement, the Borough or its representatives may conduct a full compliance review with respect to whether Comcast has complied with the material terms and conditions of this Agreement so long as it provides Comcast with forty-five (45) days written notice in advance of the commencement of any such review. Such notice shall specifically reference the section(s) or subsection(s) of the Agreement that is (are) under review, so that Comcast may organize the necessary records and documents for appropriate review by the Borough. Within thirty (30) days of a written request, Comcast shall provide the Borough with copies of records and documents related to the cable compliance review. The period for any such review shall be for not more than the sixty (60) months immediately previous to the notice. The Borough shall promptly inform Comcast in accordance with Section 8.1 of any alleged non-compliance issues that result from the compliance review.

5.3 RESERVED AUTHORITY

The Borough reserves the regulatory authority arising from the Cable Act and any other applicable federal or state laws or regulations. Nothing in this Agreement shall remove, restrict or reduce the Borough's authority, rights and privileges it now holds, or which hereafter may be conferred upon it, including any right to exercise its police powers in the regulation and control of the use of the Public Rights-of-Way.

5.4 POLICE POWERS

Comcast's rights under this Agreement are subject to the police powers of the Borough to adopt and enforce general laws and regulations necessary for the safety and welfare of the public. Such laws and regulations are separate and distinct from the terms and conditions contained in this Agreement. If the Borough's exercise of the police power results in a material alteration of the terms and conditions of this Agreement, then the parties shall negotiate amendments in good faith to this Agreement to the mutual satisfaction of both parties to ameliorate the negative effects on Comcast of the material alteration.

5.5 NO LIMITATION ON TAXING OR FEE AUTHORITY

Nothing in this section or in this Agreement shall be construed to limit the authority of the Borough to impose any tax, fee or assessment of general applicability. Such taxes, fees or assessments shall be in addition to Franchise Fees.

5.6 PERMITS

Comcast shall apply to the Borough for all generally-applicable required permits and shall not undertake any activities in the Public Rights-of-Way subject to a permit without receipt of such permit, the issuance of which shall not be unreasonably withheld by the Borough. Comcast shall not be required to obtain permits for Cable Service drops for individual Subscribers or for servicing or installation of pedestals or routine maintenance that does not disturb surface grade or impact vehicular traffic. Comcast shall pay any and all required permit fees.

5.7 REPORTING

In addition to the other reporting requirements contained in this Agreement, upon written request, Comcast shall provide the following reports to the Borough:

(a) Subscriber Complaint Reports

Within thirty (30) days of a written request and no more than once per year, Comcast shall submit to the Borough a report showing the number of Complaints, as defined in Section 1(g), that required a service call, originating from the Borough and received during the previous 12-month reporting period, the dates they were received, summary descriptions of the Complaints, the dates the Complaints were resolved and summary descriptions of the resolutions.

In addition, and upon written request, Comcast shall provide a report containing at least the following statistical information for the previous 12-month period:

- (1) Number of repair service requests received;
- (2) Breakdown by type of complaint received (i.e. complete outage, snowy picture, etc.);

(3) Breakdown by cause of problem (i.e. subscriber equipment, drop/converter, system, etc.);

(4) Number of known service interruptions in excess of 30 minutes and the approximate length of time of each such interruption

(b) Government Reports

Comcast shall provide to the Borough, upon written request, copies of any and all communications, reports, documents, pleadings and notifications of any kind which Comcast has submitted to any federal, state or local regulatory agencies if such documents relate specifically to Comcast's Cable System within the Borough. Comcast shall provide copies of such documents no later than thirty (30) days after their request.

SECTION 6
COMPENSATION TO THE BOROUGH

6.1 FRANCHISE FEES

Comcast shall pay to the Borough an amount equal to five percent (5%) of the Gross Revenues derived from the operation of its Cable System to provide Cable Service in the Borough. Comcast shall not deduct or otherwise credit against the Franchise Fee any tax, fee or assessment of general applicability, unless required by law. The Borough may amend the Franchise Fee upon written notice to Comcast provided that the Franchise Fee may not exceed the maximum percentage permitted by law. A copy of the Resolution or Ordinance authorizing the Franchise Fee rate adjustment by the Borough shall accompany such written notice. Any change in Comcast's Franchise Fee obligation contained herein shall commence within ninety (90) days from such written notice.

6.2 QUARTERLY PAYMENTS

Franchise Fee payments to the Borough under this provision shall be computed at the end of each calendar quarter. Such payments shall be made within forty-five (45) days following the end of each of the first three calendar quarters and sixty (60) days after the fourth calendar quarter. Specifically, payments shall be due and payable on or before May 15 (for the first quarter), August 15 (for the second quarter), November 15 (for the third quarter), and March 1 (for the fourth quarter). In the event that any Franchise Fee payment is not made on or before the date by which it is due, then interest calculated at the then-current prime rate, as published by the Wall Street Journal, shall be added to the amount of Franchise Fee revenue due to the Borough. The interest rate shall be applied as described from the date such Franchise Fee payment was originally due. No acceptance of any payment shall be construed as an accord that the amount paid is in fact the correct amount, nor shall acceptance of any payment be construed as a release of any claim the Borough may have for additional sums payable under this Agreement. Upon request and if

mutually agreeable, Comcast shall deposit the Franchise Fee payments electronically into an account as designated by the Borough.

6.3 ANNUAL REPORTS

Within ten (10) days of each Franchise Fee payment described in Section 6.2 above, Comcast shall provide a written report containing an accurate statement of Comcast's Gross Revenues received for Cable Services for each calendar quarter in connection with the operation of Comcast's Cable System and showing the basis for the computation of fees. Specifically, the report shall contain line items for sources of revenue received and the amount of revenue received from each source. The report shall be verified by a financial representative of Comcast.

6.4 FRANCHISE FEE REVIEW

Not more than twice during the franchise term, the Borough shall have the right to conduct a Franchise Fee review or audit of Comcast's records reasonably related to the sources, amounts and computation of Gross Revenues. Any such Franchise Fee review or audit shall occur within sixty (60) months from the date the Borough receives such payment, after which period any such payment shall be considered final. Within thirty (30) days of a written request, Comcast shall provide the Borough with copies of financial records related to the Franchise Fee review or audit.

(a) In the event of an alleged underpayment, the Borough shall provide Comcast with a written statement indicating the basis for the alleged underpayment. If the Franchise Fee review or audit reveals that there have been no underpayments, the Borough shall provide written notice to Comcast indicating that no underpayments were found and that the Franchise Fee review is closed. Comcast shall have thirty (30) days from the receipt of the statement regarding an alleged underpayment to provide the Borough with any written objection to the results of the Franchise Fee review, including any substantiating documentation. Based on this exchange of information, the Borough shall make a final determination of the underpayment(s), if any, within thirty (30) days of Comcast's objection and shall provide Comcast with written notice of the determination. If Comcast disputes the Borough's final determination, it may submit the dispute to mediation or arbitration within thirty (30) days of receiving the Borough's written notice of determination. In the event that Comcast fails to submit the matter to mediation or arbitration within the required time period, the Borough's final determination shall be binding on Comcast.

(b) Any Franchise Fee payment due to the Borough as a result of the Franchise Fee review shall be paid to the Borough by Comcast within forty-five (45) days from the date the Borough notifies Comcast of its final determination, or if the matter is submitted to mediation or litigation, within forty-five (45) days from the final disposition of such action. If the Franchise Fee review shows that Franchise Fees have been underpaid, then Comcast shall pay the underpaid amount plus interest from the due date equal to the then-current prime rate of interest as published in *The Wall Street Journal* on the underpayment amount. If Franchise Fees have been underpaid by five percent (5%) or more, then Comcast shall also pay up to three thousand dollars (\$3,000) of documented out-of-pocket costs of the Franchise Fee review. Any entity employed by the Borough that performs an audit or franchise fee review shall not be permitted to be compensated on a success based formula, e.g. payment based upon underpayment of fees, if any.

6.5 BUNDLED SERVICES

All revenue earned from bundled services shall be allocated to Cable Service and non-Cable Service in accordance with generally accepted accounting principles (GAAP). It is understood that in some cases equipment and other non-service charges may be allocated at full retail price due to requirements related to sales taxes or similar tax requirements. To the extent such allocations are discretionary or otherwise not addressed by GAAP, allocations of revenue from such bundles shall not be structured for the purpose of evading franchise fees applicable to Cable Services.

SECTION 7 SERVICES TO THE COMMUNITY

7.1 SERVICES TO COMMUNITY FACILITIES

(a) Comcast shall provide a Cable Service drop and Basic Service with any necessary cable box to one outlet at each Public Building listed in Exhibit A. If Comcast intends to charge for the services required by this section, it will give the Borough 120 days' notice of the commencement of charges. The charges shall be consistent with applicable law – at the time of this writing, defined as the “marginal cost.” Comcast will disclose in writing reasonable detail sufficient to define the marginal cost and the amount due and shall arrange with the Borough for invoicing or deductions from the franchise fee. Charges may include those for services and equipment, if any, at each location. Charges may include all applicable fees and taxes and shall be subject to adjustment at a time consistent with Comcast’s retail rate adjustments. The Borough may remove locations or change the level of cable service indicated on Exhibit A with 30-days written notice to Comcast. The Borough may elect in writing not to receive the service, in which case it will not be invoiced and no deduction will be taken from the franchise fee.

(b) During the term of the Franchise, the Borough may change a Public Building location listed in Exhibit A upon 90-days written notice to Comcast, provided that the new location is a standard installation and within 125 feet of existing Comcast cable distribution plant.

7.2 EDUCATIONAL AND GOVERNMENTAL (EG) CHANNEL

(a) Comcast shall make available to the Borough the use of one (1) Educational and Governmental (“EG”) Access Channel(s) in accordance with Section 611 of the Cable Act. Such EG Channel(s) shall be used for community programming related to educational and/or governmental activities. The Borough shall have complete control over the content, scheduling, administration and all other programming aspects of the EG Channel(s), and may delegate such functions, or a portion of such functions, to a designated access provider. Comcast shall not exercise any editorial control over EG Channel programming. Comcast shall cablecast the activated EG Channel(s) so that they may be received by all Comcast Subscribers in the Borough.

(b) To enable the Borough to utilize the EG Channel, Comcast shall continue to maintain direct fiber links, including activation equipment capable of transmitting high quality video and audio between the video origination location and the Comcast headend such that live programming can originate from this selected location and be distributed via the Cable System to Subscribers in the Borough. This fiber link and equipment shall be collectively known as the "Return Line." Comcast shall determine the engineering solution necessary to allow distribution of the EG Channel programming, via the Cable System, to Subscribers in the Borough.

(c) Comcast shall be responsible for maintaining the Return Line(s) to the origination site(s) of the EG Channel(s) so long as the Borough provides Comcast with access to such location and access to the EG Channel equipment within such locations. Comcast shall provide, install and maintain in good working order the equipment and the cable necessary for transmitting the signal to the channel aggregation site for further processing and distribution to Subscribers. Comcast shall maintain the EG Channel in accordance with the same FCC technical specifications that are comparable to the specifications used to maintain commercial channels transmitted to Subscribers on the Cable system, except that it shall not be responsible for the technical signal quality of programming produced by any EG channel programmer.

(d) Any expenditure made in connection with the construction of the Return Line shall be at the expense of the Borough. The Borough and Comcast further agree that all costs incurred by Comcast for supporting such EG Channel, including any and all equipment, and EG capital support grants may be designated as "costs of franchise requirements" or "external costs" as defined by the FCC and Comcast reserves its right to pass these costs through to the Subscribers pursuant to federal law.

(e) The Borough or its designee shall be responsible for providing any necessary production or playback equipment and shall be responsible for securing and supervising any trained/qualified personnel who conduct the operation of the EG channel. The Borough and Comcast agree to work cooperatively in implementing the EG channel through such means and in such manner as shall be mutually satisfactory.

(f) Within one hundred eighty (180) days of a written request by the Borough, Comcast shall, at the Borough's expense, relocate the EG origination site and the associated Return Line as follows: (i) Comcast's obligation shall be subject to the same terms and conditions that apply to the original EG origination site in this Section; and (ii) the Borough shall provide access to such site at least ninety (90) days prior to anticipated use of the new EG origination site. The timeline for relocation of the EG origination site shall be subject to the timely granting of any and all required permits, walk-out, make ready, and the detection of all underground utilities.

(g) In the event the Borough or its designee does not program any EG Channel, Comcast may request the use of this channel subject to written approval by the Borough. If the Borough approves Comcast's use of an EG Channel and, subsequent to such approval, the Borough requests the utilization of the EG Channel being programmed by Comcast, Comcast shall relinquish such use no later than sixty (60) days after receipt of written notification from the Borough that it requires such channel for educational and/or governmental use.

(h) Comcast shall use its best efforts to maintain the channel assignments for the current EG Channel(s) as of the Effective Date. Notwithstanding the foregoing, in the event that Comcast deems a change in any EG Channel assignment to be necessary and changes any channel assignment in accordance with this Section, Comcast shall provide the Borough thirty (30) days advance written notice of any change in EG Channel assignments.

SECTION 8 **ENFORCEMENT, INSURANCE AND INDEMINIFICATION**

8.1 VIOLATIONS AND OPPORTUNITY TO CURE

(a) If the Borough has reason to believe that Comcast violated any material provision of this Agreement, it shall notify Comcast in writing of the nature of such violation and the section(s) of this Agreement that it believes has been violated and the details relating thereto. The person providing such notice shall do so pursuant to the requisite authority of the Borough.

(b) Comcast shall have forty-five (45) days to cure such violation after written notice is received by taking reasonable steps to comply with the terms of this Agreement. If the nature of the violation is such that it cannot be fully cured within forty-five (45) days, the period of time in which Comcast must cure the violation shall be extended by the Borough in writing for such additional time necessary to complete the cure, provided that Comcast shall have promptly commenced to cure and is taking reasonable steps to complete the cure in the reasonable judgment of the Borough.

(c) If the violation has not been cured within the time period allowed under Section 8.1(b) and, in the Borough's judgment, Comcast has not taken reasonable steps to cure the violation, then the Borough may deem that Comcast is liable for liquidated damages and/or any other right or remedy in accordance with this Section 8.

8.2 LIQUIDATED DAMAGES

(a) Because Comcast's failure to comply with the material terms of this Agreement may result in harm to the Borough and because it will be difficult to measure the extent of such injury, the Borough may assess liquidated damages against Comcast in the amount of Two Hundred Fifty Dollars (\$250.00) per day for each day the violation continues, provided Comcast has had an opportunity to cure in accordance with Section 8.1(b). Such damages shall not be a substitute for specific performance by Comcast but shall be in addition to such specific performance.

(b) The first day for which liquidated damages may be assessed, if there has been no cure after the end of the applicable cure period, shall be the day after the end of the applicable cure period, including any extension of the cure period granted by the Borough. Liquidated damages may not be assessed for a time period exceeding one hundred and twenty (120) days per violation. The Borough may commence revocation proceedings and/or initiate an action in law or equity in a court of competent jurisdiction after the assessment of liquidated damages or in lieu of liquidated Borough of Portage (Cambria County), PA-2

damages. With respect to liquidated damages assessed, all similar violations or failures resulting from the same factual events affecting multiple Subscribers shall be assessed as a single violation.

8.3 REVOCAATION

(a) In addition to the other rights, powers and remedies retained by the Borough under this Agreement, the Borough reserves the separate and distinct right to revoke this Franchise if:

(1) It is demonstrated that Comcast practiced any fraud or deceit upon the Borough in the operation of its Cable System or any other activities pursuant to this Agreement;

(2) Comcast repeatedly fails, after notice and opportunity to cure, to maintain signal quality pursuant to the standards provided for by the FCC or the technical requirements set forth in Section 3.1;

(3) Comcast repeatedly violates, after notice and opportunity to cure, one or more of the material terms or conditions of this Agreement;

(b) The foregoing shall not constitute a violation of a material term or condition if the violation occurs without the fault of Comcast or occurs as a result of circumstances beyond its control or by reason of Force Majeure as defined in Section 9.1. Comcast shall not be excused from the performance of any of its obligations under this Franchise by mere economic hardship or by the misfeasance or malfeasance of its directors, officers or employees.

(c) A revocation shall be declared only by a written decision of the Borough Council after an appropriate public hearing that shall afford Comcast due process and full opportunity to be heard. This shall include the ability to introduce evidence, to question witnesses and to respond to any notice of grounds to terminate in accordance with the standards of a fair hearing applicable to administrative hearings in the Commonwealth of Pennsylvania. All notice requirements shall be met by providing Comcast at least thirty (30) days prior written notice (via certified mail-return receipt requested) of any public hearing concerning the proposed revocation of this franchise. Such notice shall state the grounds for revocation. The Borough, after a public hearing and upon finding the existence of grounds for revocation, may either declare this franchise terminated or excuse such grounds upon a showing by Comcast of mitigating circumstances or good cause for the existence of such grounds. The Borough shall issue such declaration and finding within thirty (30) days in a written decision which shall be sent via certified or overnight mail to Comcast. If Comcast appeals such determination to an appropriate court, the revocation shall be stayed.

8.5 INSURANCE

(a) Comcast shall obtain and maintain, in full force and effect, at its sole cost and expense, during the Franchise term, the following minimum insurance coverage with an insurance company that is authorized to conduct business in Pennsylvania and which has an A.M. Best rating (or equivalent) no less than A-minus VII, indemnifying the Borough from and against any and all claims for injury or damage to persons or property, both real and personal, caused by the

construction, installation, reconstruction, operation, maintenance or removal of the Cable system by Comcast or any of its contractors, subcontractors, agents or employees in the following amounts:

(1) The amount of such insurance against liability for damage to property shall be no less than One Million Dollars (\$1,000,000) as to any one (1) occurrence.

(2) The amount of such insurance against liability for injury or death to any person shall be no less than One Million Dollars (\$1,000,000).

(3) The amount of such insurance for excess liability shall be Three Million Dollars (\$3,000,000) in umbrella form.

(4) The amount of such insurance against all claims arising out of the operation of motor vehicles shall be One Million Dollars (\$1,000,000) combined single limit per occurrence.

(b) The Borough, its officials and employees, shall be designated as additional insureds under each of the insurance policies required in this Section 8.5.

(c) Comcast shall not cancel any required insurance policy without obtaining alternative insurance in conformance with this Section 8.5 and without submitting insurance certificates to the Borough verifying that Comcast has obtained such alternative insurance. Comcast shall provide the Borough with at least thirty (30) days prior written notice in the event the policies are cancelled or not renewed.

(d) Comcast shall deliver to the Borough Certificates of Insurance showing evidence of the required coverage within thirty (30) days of a written request by the Borough.

8.6 INDEMNIFICATION

Comcast shall indemnify, defend, save and hold harmless the Borough, its elected and appointed officials, officers, agents and employees acting in their official capacities, from claims for injury, loss, liability, cost or expense arising in whole or in part from, caused by or connected with any act or omission of Comcast, its officers, agents, contractors, subcontractors or employees, arising out of, but not limited to, the construction, installation, upgrade, reconstruction, operation, maintenance or removal of the Cable System. The Borough shall give Comcast timely written notice of its obligation to indemnify and defend the Borough. The obligation to indemnify, defend, save and hold the Borough harmless shall include, but not be limited to, the obligation to pay judgments, injuries, liabilities, damages, penalties, and reasonable attorneys' fees. If the Borough determines that it is necessary for it to employ separate counsel, in addition to that provided by Comcast, the cost for such separate counsel shall be the responsibility of the Borough. Comcast shall not indemnify the Borough for any claims resulting from acts of willful misconduct or negligence on the part of the Borough.

SECTION 9
MISCELLANEOUS

9.1 FORCE MAJEURE

If for any reason of Force Majeure, Comcast is unable in whole or in part to carry out its obligations hereunder, Comcast shall not be deemed in violation of this Agreement during the continuance of such inability. Upon written (including electronic) request by the Borough, Comcast shall inform the Borough within thirty (30) days of receipt of the request whether or not Comcast has determined that a condition of Force Majeure exists.

9.2 REMOVAL OF SYSTEM

(a) Upon lawful termination or revocation of this Agreement, Comcast shall remove its supporting structures, poles, transmissions and distribution systems and other appurtenances from the streets, ways, lanes, alleys, parkways, bridges, highways, and other public and private places in, over, under, or along which they are installed and shall reasonably restore the areas to their original condition. If such removal is not completed within six (6) months of such lawful termination or revocation, the Borough or property owner may deem any property not removed as having been abandoned and the Borough may remove it at Comcast's cost.

(b) During the term of the Agreement, if Comcast decides to abandon or no longer use all or part of its Cable System, it shall give the Borough written notice of its intent at least ninety (90) days prior to the announcement of such decision, which notice shall describe the property and its location. Upon Comcast's abandonment of the Cable System, the Borough shall have the right to either require Comcast to remove the property, remove the property itself and charge Comcast with the reasonable costs related thereto.

(c) Notwithstanding the above, Comcast shall not be required to remove its Cable System, or to relocate the Cable System, or to sell the Cable System, or any portion thereof as a result of revocation, denial of renewal, or any other lawful action to forbid or disallow Comcast from providing Cable Services, if the Cable System is actively being used to facilitate any other services not governed by the Cable Act.

9.3 NOTICES

Every notice or payment to be served upon or made to the Borough shall be either by hand delivery or first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service or electronic mail and addressed to:

Borough of Portage
721 Main Street
Portage, PA 15946
Attention: Borough Secretary

The Borough may specify any change of address in writing to Comcast. Every notice to be served upon or made to Comcast shall be either by hand delivery or first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service or electronic mail and addressed to:

Comcast of Colorado/Pennsylvania/West Virginia, LLC
15 Summit Park Drive
Pittsburgh, PA 15275
Attention: VP, Government Affairs Department

With copies to:

One Comcast Center
1701 John F. Kennedy Boulevard
Philadelphia, PA 19103-2838
Attention: Legal Department/Franchise

AND

Comcast
Northeast Division
676 Island Pond Road
Manchester, NH 03109
Attention: Government Affairs Department

Comcast may specify any changes of address in writing to the Borough. Each delivery to Comcast or the Borough shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

9.4 EQUAL EMPLOYMENT OPPORTUNITY

Comcast is an equal opportunity employer and shall comply with all applicable federal and state laws and regulations regarding equal opportunity employment.

9.5 CAPTIONS

The captions for sections throughout this Agreement are intended solely to facilitate reading and reference to the sections and provisions of this Agreement. Such captions shall not affect the meaning or interpretation of this Agreement.

9.6 GOVERNING LAW; VENUE

This Agreement shall be governed and construed by and in accordance with the laws of the Commonwealth of Pennsylvania. If suit is brought by a party to this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of Pennsylvania, County of Cambria, or in the United States District Court for the Western District of Pennsylvania.

9.7 TRANSFER, ASSIGNMENT OR CHANGE IN CONTROL

(a) Neither Comcast nor its parent nor any Affiliated Entity shall transfer, assign or otherwise encumber, through its own action or by operation of law, its right, title or interest in the Cable System or in this Agreement without the prior written consent of the Borough, provided that such consent shall not be unreasonably withheld.

(b) Neither Comcast nor its parent nor any Affiliated Entity shall change, transfer or assign, through its own action or by operation of law, its control of the Cable System or of this Agreement without the prior written consent of the Borough, provided that such consent shall not be unreasonably withheld.

(c) Neither Comcast nor its parent nor any Affiliated Entity shall sell, convey, transfer, exchange or release fifty-one percent (51%) or more of its direct ownership in the Cable System without the prior written consent of the Borough, provided that such consent shall not be unreasonably withheld.

(d) No such consent shall be required for (i) a transfer in trust, by mortgage, hypothecation, or by assignment to a financial institution of any rights, title or interest of Comcast in the Franchise or in the Cable System in order to secure indebtedness; or (ii) a transfer to an entity owned and/or controlled by Comcast.

(e) Comcast shall make written application to the Borough of any transfer, assignment or change in control as described above and shall provide all information required by FCC Form 394 and any other applicable federal, state, and local statutes and regulations regarding transfer or assignment. The Borough shall have thirty (30) days from the receipt of FCC Form 394 to notify Comcast of any additional information it needs to make an informed decision on the transfer or assignment. The Borough shall have one hundred twenty (120) days from the receipt of all required information to take action on the transfer or assignment.

(f) Any consent by the Borough for any transfer or assignment described above shall not be effective until the proposed transferee or assignee shall have executed a legally binding document stating that it shall be bound by all the terms and conditions contained in this Agreement.

9.8 ENTIRE AGREEMENT

This written instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals whether written or oral except as specifically incorporated herein,

and cannot be changed without written amendment approved by both the Borough and Comcast. This Agreement supersedes all prior cable franchise agreements or cable ordinances, or parts of cable franchise agreements or cable ordinances, agreements, representations or understandings, whether written or oral, of the parties regarding the subject matter hereof that are in conflict with the provisions herein.

9.9 SEPARABILITY

If any section, provision or clause of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, or is pre-empted by federal or state laws or regulations, such section, provision or clause shall be deemed to be separable from the remaining portions of this Agreement and shall not affect the legality, validity or enforceability of the remaining portions of this Agreement.

9.10 NO WAIVER OF RIGHTS

No course of dealing between the Borough and Comcast, nor any delay on the part of the Borough in exercising any rights hereunder, shall operate as a waiver of any such rights of the Borough or acquiescence in the actions of Comcast in contravention of such rights, except to the extent expressly waived by the Borough.

No course of dealing between Comcast and the Borough, nor any delay on the part of Comcast in exercising any rights hereunder, shall operate as a waiver of any such rights of Comcast or acquiescence in the actions of the Borough in contravention of such rights, except to the extent expressly waived by Comcast.

9.11 CHANGE OF LAW

In the event there is a change in a federal or state statute or regulation applicable to the Cable System or to this Agreement, the Borough or Comcast may notify the other party of its desire to amend this Agreement in order to comply with the change in statute or regulation. The Borough and Comcast shall amend this Agreement to comply with such change in statute or regulation provided such amendment is approved by the Borough and Comcast.

9.12 COMPLIANCE WITH LAWS

Comcast shall comply with all federal, state and generally applicable local laws and regulations.

9.13 NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement is or was intended to confer third-party beneficiary status on any person other than the parties to this Agreement to enforce the terms of this Agreement.

9.14 APPLICABILITY OF AGREEMENT

All of the provisions in this Agreement shall bind Comcast, the Borough and their respective successors and assigns. This Agreement is authorized by Resolution No. _____ dated _____, 2025 of the Borough Council.

WITNESS our hands and official seals to this Cable Franchise Agreement.

BOROUGH OF PORTAGE:

By: _____

Name: _____

Title: _____

Date: _____

COMCAST OF COLORADO/PENNSYLVANIA/WEST VIRGINIA, LLC:

By: _____

Name: _____

Title: _____

Date: _____

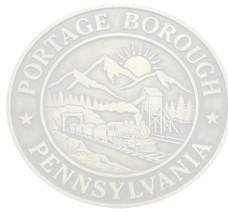
EXHIBIT A
LOCATIONS FOR CABLE TELEVISION SERVICE

Borough of Portage
721 Main Street
Portage, PA 15946

Borough of Portage Police Department
721 Main Street
Portage, PA 15946

Portage Volunteer Fire Department
721 Main Street
Portage, PA 15946

Portage Borough Public Works Department
609 Makin Street
Portage, PA 15946



MUNICIPALITY OF PORTAGE BOROUGH

ADMINISTRATIVE POLICY DOCUMENT

POLICY TITLE: Official Social Media Comment and Engagement Policy for Facebook

EFFECTIVE DATE: March 16, 2026 **ISSUED BY:** Office of the Borough Manager

I. Authority and Jurisdiction

This administrative policy is established under the authority vested in the Borough Manager, who serves as the chief administrative officer of the Borough. Pursuant to Section 804(T) of the Home Rule Charter of the Borough of Portage, the Borough Manager is mandated to administer and enforce all laws and ordinances of the Borough and is responsible to the Council for carrying out all policies established by it for the proper administration of all affairs of the Borough within the jurisdiction of the Council.

Furthermore, under Section 201 of the Charter, the Borough has, and may exercise, any power, and may perform any function not denied by the Constitution of the United States, the Constitution of Pennsylvania, or the General Assembly. This policy also aligns with the broader municipal regulatory authority recognized under the Pennsylvania Borough Code (8 Pa.C.S. § 1202), which empowers municipalities to implement regulations necessary for the preservation of health, safety, and the general welfare of the community.

II. Purpose and Statement of Principle

As public servants, we recognize that social media will naturally contain both critical and supportive content. We welcome your feedback and are committed to serving you with excellence regardless of the nature of that feedback. However, to foster a culture of mutual respect and maintain a safe environment for our leaders, citizens, and community, we ask that all interactions remain constructive and professional.

III. Policy Guidelines

1. First Amendment and Open Discourse We welcome respectful debate and differing opinions. Comments will not be hidden or deleted simply because they are critical of the Borough, its elected officials, or its staff. We ask that as we respect your rights, you would respect our community and the public servants (staff members) who serve you.

2. Prohibition of Incivility To maintain a professional environment, comments containing the following will be subject to removal, and repeat offenders may be restricted from the page:

- Profanity, obscenity, or vulgar language.
- Threats, personal attacks, or harassment directed at individuals, staff, or other commenters.
- Content that promotes, fosters, or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, or national origin.

Portage Borough
721 Main St.,
Portage, PA 15946



Dr. Makayla (MK) Zonfrilli-Lang
Portage Borough Manager
Cell (814) 660-4244
mklang@portageboropa.gov

3. Spam and Off-Topic Content Comments should remain relevant to the original post. Spam, repetitive posting, or links to external solicitations and private business advertisements will be removed.

4. Fact-Checking and Public Safety Comments containing demonstrably false information that poses a direct threat to public safety or municipal operations may be removed.

5. Official Communication and Engagement Please note that the Borough Manager and municipal staff will not actively engage in, or reply to, questions, comments, and debates within the Facebook comments section.

However, our door is always open. If you have a question, concern, or wish to discuss Borough business, the Borough Manager's official email and Borough-issued phone number are listed on the Portage Borough letterhead herein and are as follow:

mklang@portageboropa.gov

814-660-4244

We strongly encourage you to call, text, email, or reach out to schedule an in-person meeting so we can assist you effectively through the proper channels. The Borough looks forward to increasing transparency and accessibility to government and government services for the community.

A regular meeting of Portage Borough Council was held on Monday, March 2, 2026, at 6:30 p.m., in Borough Council Chambers.

Those in attendance were:

George Wozniak, President
Ron Cadwallader
Mayor Bob Fox
Henry Harrison
Ron Portash
Perry Scarton
Mark Slebonick

Also present were: Dr. Makayla Zonfrilli-Lang, Borough Manager; Attorney Michael Emerick, Solicitor; Fran Steberger, Director, Public Works; Dave Rosamilia, Police Chief; Brian Shura, Stiffler McGraw; and Sharon Squillario, Secretary.

Guests: Ben Shoenfelt; Gary Vaughn, Sr.; Jean Kinley; Irene Huschak; John Crum; Annette Roberts; Ray Clawson, Mainline Newspapers.

I. CALL TO ORDER

Mr. Wozniak called the meeting to order at 6:30 p.m., which was followed by the Pledge of Allegiance and a moment of silence.

II. REPORTS

A. Borough Manager

Dr. Zonfrilli-Lang informed everyone that we have successfully supplied everyone with copies of all reports on the website so everyone had a chance to review them, whether electronically or printed.

Dr. Zonfrilli-Lang welcomed Annette Roberts, the newly-hired Borough Secretary. She noted that we are going to try a part-time position for the Borough Secretary, with the caveat that if it becomes a challenge where residents are having issues coming into the Borough office, this will be addressed at that point in time. One way to address this would be to hire a second part-time person, or there are programs through Cambria County Career Link where they partner with you and work with you to provide benefits and half of the salary for a staff person if you choose someone through their career program. Dr. Zonfrilli-Lang commented that the hours for the part-time Secretary were listed on the agenda and this information will be available on the website as well.

As it relates to social media and public engagement, Dr. Zonfrilli-Lang reported that she is still working on the Facebook page. She provided in the packet for this evening's meeting two samples of social media policies, which she plans to review and pick and choose from both policies to present a final document to Council to vote on at the next meeting. Dr. Zonfrilli-Lang commented that if everyone had an opportunity to review the policies, she would welcome any comments at this evening's meeting. Once a formal policy is in place, which is what most organizations do when they have a Facebook page, the policy will be provided on

the Facebook page as well. Once the Facebook page is published, Dr. Zonfrilli-Lang pointed out, we will be looking to livestream the meetings as well.

Concerning the parking behind the Borough building, Dr. Zonfrilli-Lang stated that she continues to work on this matter. She has yet to meet with the tenants; however, now that the weather is going to start getting nicer and walking up and down the street will be a little easier, she will work on meetings with the tenants over the next couple of weeks.

Dr. Zonfrilli-Lang apprised the group that she is looking at a couple of parks and recreation plans. One of these is through the Department of Conservation and Natural Resources where they do comprehensive open space planning and would come out and take a look at all of our green and open space along with our parks and put together a document of where we can improve, and that document would be used to get additional grant funding. The other opportunity is through the Cambria County Realtors Association, who is offering a grant of \$7,500 which could help with smaller projects within the park.

Dr. Zonfrilli-Lang reported that the annual audit is underway and moving smoothly. At next month's meeting, she will be presenting the agreement with Aerial Communications (the Borough IT provider), which is up for annual renewal. She will also be presenting the Comcast cable franchise agreement for review. Dr. Zonfrilli-Lang explained that Comcast has an agreement with the municipality that stipulates that, if they are doing utility work on the internet lines, they have to let us know. Comcast usually provides some sort of resources, such as email addresses, so it is a mutual agreement.

B. Solicitor

As it relates to the American Roofing matter, Attorney Emerick stated that counsel for American Roofing has advised Attorney Emerick that their client has executed the settlement agreement; however, Attorney Emerick has not received a copy of the signed agreement as yet.

Attorney Emerick reported that he received a request from a resident for a payoff figure for a municipal lien from 1977 and he is working on that information.

Attorney Emerick requested an Executive Session at the end of the meeting for litigation matters.

C. Police Chief

Chief Rosamilia reported that we did have a death by hanging in the Borough. He is working on several investigations involving juveniles being assaulted; and steps have been taken in these cases. Chief Rosamilia commented that he did provide a copy of his monthly report in the packet and asked if there were any questions, which there were no questions.

D. Engineer

As it relates to the Phase 4 lighting project, Mr. Shura reported that we are waiting until spring for final restoration. He stated that he did obtain a couple of quotes from the contractor for a couple of items that Mr. Scarton asked him to check on. One of the items was for shields for the new lights to direct the light; and the second item was for a timer for the lights because of the electrical bill increasing with the lights being on all night. Mr. Shura explained that we were way under budget as it relates to the grant money, so there is grant money available for these

two items if Council agrees. He did provide three different quotes; i.e., one for cost of the shields with installation by the contractor; one for just the cost of the shields where the Borough would do the installation; and the third quote is for the 24-hour timer with installation. Mr. Shura pointed out that, if Council is agreeable to moving forward with these quotes, he will have a formal change order available for the next meeting for approval. Mr. Shura questioned Mr. Scarton if a shield would be needed for every light or if there are certain ones, to which Mr. Scarton replied that we would no doubt need a shield for every light. Mr. Shura noted that once the change order is approved, the contractor can place the order and installation could take place during restoration in the spring.

Mr. Wozniak questioned if we can use the extra grant money for other things, to which Mr. Shura replied that it has to be within the scope of the project. Mr. Shura stated that it had been discussed during pre-construction if there were any places where we could add a light and there was not. We had actually added a light or two to the scope prior to bidding. Mr. Shura questioned Mr. Scarton is there was anything else he could think of, to which Mr. Scarton replied that we do have to remain within the scope of the project, but it would have been nice if more lighting was included toward the pickleball courts and in that direction, but that is really hindsight now.

As it relates to the Phase 5 project, Mr. Shura reported that there is one easement that is still outstanding. He did obtain a telephone number for the new owner of the former Portage Service Center. Mr. Shura contacted him and the gentleman indicated that he had not seen the easement, so he requested that Mr. Shura send it to him again, which Mr. Shura did send a revised agreement. He attempted to contact the gentleman today but did not receive a response. Mr. Shura commented that he is not sure if we want to begin proceedings for condemnation. The owner did not feel that it was going to be an issue in signing the easement, but if there is no response within the next two weeks, Mr. Shura feels we should begin condemnation proceedings so that we do not hold up the project. Attorney Emerick questioned the timeframe for the project, to which Mr. Shura replied that we do not want to start until the water line goes through, which should be accomplished by the end of April. Mr. Shura commented that we are still waiting for the HOP from PennDOT, which should be received by the meeting in April, and he is hoping to request authorization to go out to bid by that time. Attorney Emerick questioned when construction would start, to which Mr. Shura replied that as long as we start the project by mid-summer we should be good. We could go out to bid after the April meeting, open bids in May, and then start the project in mid- to late June. Attorney Emerick pointed out that we will need an answer soon from the owner if we are going to condemn the property, to which Mr. Shura agreed. Attorney Emerick noted that Council will have to take some type of action at the April meeting.

Concerning the water line replacement project, Mr. Shura commented that he understands that the project has started and will continue until the end of April.

As it relates to the Blair Street bridge engineering study, Mr. Shura reported that information has been gathered and this should be wrapped up pretty quickly.

Mr. Shura commented that once the LSA grant agreement is received for the police equipment and is executed, we can move ahead with the purchase. He commented that he does not know what all was budgeted for this purchase because not every component was eligible to be covered under the grant, such as the warranties.

Relative to the Phase 5 sidewalk project, the water line project, and the Penn DOT road project, Mayor Fox commented that he read in the paper that they were going from Dulancey Drive down for the Route 53 project. He indicated that in the big picture from Dulancey Drive through the tunnel, the road really needs to be taken down – not just having the asphalt stripped off and put back on. He stated that the road needs taken down several feet and brought back up again. Mayor Fox noted that perhaps this needs to be an effort of all of the entities combined – Borough, Water Authority and PennDOT – and do it under one project. He pointed out that he realized that you constantly have coal trucks running over the area, but if you keep putting asphalt on soft bread, it is just going to keep breaking down. Mr. Steberger commented that he did discuss this with PennDOT and the engineering company at a recent meeting he attended. He explained to both the history behind the concern and the fact that it needs to be dug a little deeper, and they said they could take a look at it but were not able to guarantee anything. Mayor Fox commented that, in the big picture, he believes we have to be the squeaky wheel; and when the project starts, we should contact them again. He stated that, when they did the project near Dominic's at the intersection, they were putting some new high test asphalt that was said to never crack or break, but now you could put a swimming pool in the hole that is there. Mr. Steberger expressed his opinion that the next step would be a wholesome letter from Council addressed to the engineering firm, to which Mayor Fox interjected that it needs to include PennDOT as well. Mr. Steberger agreed noting that he talked to them as a Public Works Director, but the message needs to come from the higher ups. Mayor Fox agreed with Mr. Steberger's suggestion. Mr. Wozniak questioned if they ever used concrete at that intersection, to which Mr. Shura replied that he did not think so. Mr. Wozniak questioned if PennDOT would consider concrete, to which Mr. Shura replied negatively. Mr. Cadwallader stated that if the water company dug where the bricks were, that is where it would be concrete. Mr. Shura commented that there are a lot of State roads that had concrete bases from years ago, but he does not believe there is concrete in that section of Route 53.

Attorney Emerick questioned how old the road is, to which Mr. Steberger replied that it is from the 1920's. When they redid the brick roads in town, they poured a concrete base in and put the bricks on top; however, the concrete base really deteriorated underneath. Then, if you have a water leak, you lose the concrete base as well. For restoration, Mr. Steberger explained, they put in 2A stone, compact it, then 4-5 inches of 19 millimeter or 25 millimeter base and a two inch overlay of 9.5 on top, which is standard restoration. Mr. Steberger commented that he agrees with Mr. Cadwallader that it should be concrete, especially in a high traffic area. Attorney Emerick noted that the Borough does have an Ordinance that addresses this, to which Mr. Steberger replied that the Ordinance does not say anything about concrete. Mr. Shura explained that you cannot enforce a Borough Ordinance on a state road. Whenever you are replacing something like a water line, you will be required to either match or exceed the pavement thicknesses that are already there, so, worse case scenario, it will be as good as it is today, which is not very good. Mr. Shura stated that he is not sure what the entire history is of that section of road, and obviously it has taken a beating with the coal trucks, but it sounds like it needs a full base repair.

Mayor Fox noted that as you are going through the arch, coming from the old Sheetz, right now there is no curb line. If we are adding a water line up to where the old sidewalk used to be and water gets underneath the sidewalk, it pulls the asphalt up as well. Mayor Fox questioned if they are going to do anything with the old sidewalk or will the water just go underneath, freeze up and lift the asphalt. Mr. Cadwallader noted that you already have a new sidewalk going through there with at least a six-inch curb. Dr. Zonfrilli-Lang commented that this cannot be addressed tomorrow, but she feels the Borough should look into stormwater

management. Mr. Steberger noted that right before the arch there is a storm drain and there is one below the arch which runs into old mine drainage, which were redone whenever they did the intersection about 10 years ago.

Mr. Shura stated that he agrees that a letter to PennDOT and the Engineer would be the route to go. Mr. Steberger commented that we could also include Representative Rigby and Senator Langerholc, to which Dr. Zonfrilli-Lang agreed. Mr. Shura questioned if PennDOT indicated when they would be paving that section of road, to which Mr. Steberger replied that it will be in 2027 and they are aware of the water project and sidewalk project. Mr. Steberger pointed out that he recently did talk to PennDOT regarding the section of road and they informed him that they were to come down to do an audit in that section, but did not say what the end result was going to be. They did send a crew to within an hour to address it and place cold patch, which does not last very long.

E. Public Works Director

Mr. Steberger informed Council that the Chip and PIP schedule, along with the street sweeping schedule, will be advertised for two weeks in the Dispatch starting this week. If anyone would like a copy of the schedules, they can contact Mr. Steberger. Both schedules will be placed on the website as well.

Mr. Steberger reported that during his travels while plowing, he did see that the dilapidated building at 825 Farren Street has been torn down and there is a big pile of debris on the property stacked up along with a dumpster. He noted that he has no records of any PA one calls or any demolition permits being issued. Mr. Steberger stated that he did turn this matter over to LMIA, who indicated that they would investigate and send someone down to obtain pictures. Mayor Fox questioned if they had the hearing on this that was scheduled for February 23, to which Dr. Zonfrilli-Lang stated that she would check on this.

Mr. Scarton commented that he would like Mr. Steberger to check with Mr. Gouse from the Water Authority as ask that any millings from the water line project be dumped near the basketball court at the Park, to which Mr. Steberger replied that he would do that.

Mr. Cadwallader questioned if the backhoe has been fixed, to which Mr. Steberger replied that the backhoe is working perfectly with the updated transmission.

Mr. Wozniak mentioned that the County 911 Center had contacted him during the large snow melt relative to monitoring streams in the flood zone areas. Mr. Steberger did go by several times and reported back to Mr. Wozniak, who then reported it to the County. Mr. Steberger commented that we were probably at about a foot and one-half.

III. CORRESPONDENCE

No Correspondence to be presented.

Dr. Zonfrilli-Lang stated that the Borough currently has three or four different email addresses; i.e., Mr. Koban's old email address is still active, the Borough Secretary has two email addresses, there is an email address through our Comcast agreement, and there is an email through our Microsoft Office suite. Therefore, Dr. Zonfrilli-Lang suggested that if anyone has any correspondence they would like to send to her, please send it directly to her email address,

which is mklang@portageboropa.gov. She commented that she is monitoring at least three out of the four email addresses currently.

IV. CITIZENS INPUT ON AGENDA ITEMS

Dr. Zonfrilli-Lang acknowledged Mr. Shoenfeld. Mr. Shoenfeld commented that he spoke with the Solicitor and is pleased with the results. He noted that he just stopped by to see what was happening with the deed for the alley that he purchased from the Borough two years ago. Mr. Shoenfeld stated that he keeps getting contacts to sell the property; however, no one is going to purchase the property if there is no deed for the middle section. Attorney Emerick stated that when the Borough conducts hearings on this type of request, the Borough does not issue deeds. He questioned Mr. Shoenfeld if he owns both sides of the road, to which Mr. Shoenfeld replied affirmatively. Mr. Shoenfeld noted that he has a copy of the Ordinance and other information, but when a person wants to purchase the property, they do not want that information because they want to see the deed. Attorney Emerick stated that he would provide Mr. Shoenfeld with a certified copy of the decision to vacate, which should take care of it.

Dr. Zonfrilli-Lang acknowledged Mr. Vaughn, Sr. Mr. Vaughn stated that he in no way intended to get ahead of the Council; however, he did start to take pictures of the craters on Main Street. He has been in contact with Representative Rigby already and has a time to meet with him to discuss what can be done. Mr. Vaughn commented that he only contacted Representative Rigby because he knew it was a State road and not a Borough road.

Mr. Vaughn stated that he hates to see Mrs. Squillario go because she has been very helpful to him and has done a good job for him. Anytime Mr. Vaughn has talked with Mrs. Squillario, she has been very pleasant and professional. Mr. Vaughn noted that he would also like to welcome Ms. Roberts and he looks forward to her sitting at the Secretary chair.

Dr. Zonfrilli-Lang thanked Mr. Vaughn for getting in touch with Representative Rigby. Mr. Vaughn stated that he did not talk with Representative Rigby personally yet because he is in Harrisburg today, but he did send him pictures and asked if there was anything Representative Rigby could do with the situation since it has been four or five years since it has been going on.

Dr. Zonfrilli-Lang recognized Ms. Kinley, who stated she had nothing. She then recognized Mrs. Huschak, who stated she would speak under non-agenda items.

V. MINUTES OF PREVIOUS MEETINGS

ON MOTION OF MR. CADWALLADER, SECONDED BY MR. PORTASH, COUNCIL UNANIMOUSLY APPROVED THE MINUTES OF THE FEBRUARY 17, 2026 MEETING AS PRESENTED. MOTION CARRIED 7-0.

VI. BILLS TO BE PAID AND TREASURER'S REPORT

ON MOTION OF MR. HARRISON, SECONDED BY MR. CADWALLADER, COUNCIL UNANIMOUSLY APPROVED THE TREASURER'S REPORT AS PRESENTED, WITH TOTAL REVENUE OF \$2,626.15. VIA ROLL CALL VOTE, MOTION CARRIED 7-0.

ON MOTION OF MR. PORTASH, SECONDED BY MR. SLEBODNICK, COUNCIL UNANIMOUSLY APPROVED THE BILLS TO BE PAID IN THE AMOUNT OF \$24,386.32 AS PRESENTED. HYDRANT AMOUNT HAS NOT BEEN UPDATED AND REMAINS AT \$13,162.68. THIS NUMBER IS NOT INCLUDED IN THE BILLS TO BE PAID AND WILL NOT BE PAID. VIA ROLL CALL VOTE, MOTION CARRIED 7-0.

VII. MINUTES/REPORTS

ON MOTION OF MR. SLEBODNICK, SECONDED BY MR. HARRISON, COUNCIL UNANIMOUSLY ACCEPTED THE REPORT FROM THE CAMBRIA COUNTY BUILDING CODE ENFORCEMENT AGENCY OF JANUARY 14, 2026 AS PRESENTED. VIA ROLL CALL VOTE, MOTION CARRIED 7-0.

VIII. UNFINISHED BUSINESS

As it relates to the Parks and Recreation Director position, Dr. Zonfrilli-Lang stated that she has been in contact with Mr. Boris from the Recreation and Conservation Department; and she will have a call with him this week to get caught up to speed relative to this matter and to see if we can use the remainder of the funds for something different or if we can carry it over one more time. Dr. Zonfrilli-Lang commented that she should have an update by the next meeting but certainly by the April meeting.

Dr. Zonfrilli-Lang commented that there were no updates for the Borough building roof matter, the Phase 5 sidewalk replacement, the Sonman Avenue bridge 12-year plan, the 2023 CFA MTF Phase 4 lighting grant, or the 2023 PennDOT MTF grant for Phase 5 sidewalk lighting.

Dr. Zonfrilli-Lang reported that she is working with the Superintendent of the Water Authority on the hydrant issue. She had a meeting with him last Friday, and he filled her in from his perspective of what is going on. Dr. Zonfrilli-Lang will be doing some more research and hopefully between her and Attorney Emerick, they will have something to present for the April meeting. Attorney Emerick questioned if the Superintendent indicated anything about providing Council with the information they requested, to which Dr. Zonfrilli-Lang replied that she did not have the list of information that Council requested. Attorney Emerick noted that he would get this information to Dr. Zonfrilli-Lang.

Dr. Zonfrilli-Lang indicated that there was no update on the LSA grant for the license readers for the Police Department as we are awaiting the agreement. Relative to the question raised at the last meeting on the Blair Street truck restrictions, Dr. Zonfrilli-Lang stated that she copied her email correspondence with Mr. Shura onto the agenda, along with information provided by Mr. Shura.

Dr. Zonfrilli-Lang noted that she has been trying to include additional narrative on the agenda for Council in order for them to reflect back and prepare for the meeting. She noted that if there is any information Council would like to see, just to let her know.

IX. BUILDINGS

There were no updates on any of the buildings.

X. NEW BUSINESS

A. Borough Secretary Hire

Dr. Zonfrilli-Lang commented that, as mentioned earlier in the meeting, Annette Roberts has been hired as the new Borough Secretary; and Mrs. Squillario has agreed to remain during the transition period. She stated that Ms. Roberts is a Portage native and her family has owned property and a business here in the area. Ms. Roberts has a lot of great finance experience that will be very beneficial in serving the Borough. Dr. Zonfrilli-Lang noted that the new Secretary position is a part-time position with hours on Monday from 1-4 with an additional hour set aside to meet with Dr. Zonfrilli-Lang in the evening if necessary and if not needed, the hours would be 12-4; and Tuesday – Friday from 9-1 to accommodate anyone needing to come into the Borough office during their lunch hour. In an effort of transparency, Dr. Zonfrilli-Lang pointed out that she included on the agenda the hours, wage and the annual cost breakdown for the position. She pointed out that we are saving money as the position was full-time previously, which included an annual salary and benefits. The Borough will not be paying benefits for the new part-time position, so the salary was basically cut in half.

B. Draft Social Media Policy

Dr. Zonfrilli-Lang commented that, as it relates to the draft social media policies she provided in the packets this evening, she noted that she did discuss this matter under the Borough Manager report. She indicated that she would welcome feedback, whether that be at the public meeting or an email. Dr. Zonfrilli-Lang explained that the policy is just not for at the Borough, but for residents as well and it will help us foster a positive informational session. She pointed out that she does understand that if Council makes a choice someone does not like, it is important that they voice their concerns to Council in a professional manner.

C. PSAB annual Conference and Voting Delegate

Dr. Zonfrilli-Lang stated that she included on the agenda information relative to the annual PSAB (Pennsylvania State Association of Boroughs) Conference. She explained that this Conference is attended by Borough Managers and Council representatives to learn about new laws and legislations that are coming out of Harrisburg; and it is also a chance to network with other managers, mayors and council members to share knowledge. The conference is scheduled for May 31 through June 3, 2026; and a motion is needed to recognize Mayor Fox as the voting delegate representing Portage Borough.

ON MOTION OF MR. SLEBODNICK, SECONDED BY MR. HARRISON, COUNCIL UNANIMOUSLY DESIGNATED MAYOR ROBERT FOX AS THE VOTING DELEGATE REPRESENTING PORTAGE BOROUGH AT THE PSAB ANNUAL CONFERENCE TO BE HELD MAY 31-JUNE 3, 2026. VIA ROLL CALL VOTE, MOTION CARRIED 6-0, WITH MAYOR FOX ABSTAINING.

D. Resolution 8-2026

ON MOTION OF MR. CADWALLADER, SECONDED BY MR. SLEBODNICK, COUNCIL UNANIMOUSLY APPROVED RESOLUTION 8-2026 TO ADD THE NAME OF MAKAYLA ZONFRILLI-LANG TO EXERCISE AND PROVIDE SIGNATURES ON ALL CHECKS, CERTIFICATES OF DEPOSIT, NOTES, LOANS AND ANY OTHER FINANCIAL DOCUMENTATION WITH FIRST SUMMIT BANK. VIA ROLL CALL VOTE, MOTION CARRIED 7-0.

E. Resolution 9-2026

ON MOTION OF MR. HARRISON, SECONDED BY MR. SLEBODNICK, COUNCIL UNANIMOUSLY APPROVED RESOLUTION 9-2026 TO AD THE NAME OF MAKAYLA ZONFRILLI-LANG AUTHORIZING HER THE RIGHT TO REMOVE FROM OR ADD TO THE CONTENTS OF THE SAFE DEPOSIT BOX IN THE FIRST SUMMIT BANK OF PORTAGE. VIA ROLL CALL VOTE, MOTION CARRIED 7-0.

Mayor Fox pointed out that in order to get into the safe deposit box, two authorized individuals must be present; and for signing of checks, two authorized signatures are required.

XI. CITIZENS INPUT ON NON-AGENDA ITEMS

Mr. Wozniak recognized Mrs. Huschak. Mrs. Huschak commented that she has heard nothing but good things about Dr. Zonfrilli-Lang. She stated that she is so impressed that we have someone joining us with Dr. Zonfrilli-Lang's qualifications to help our little community.

Mrs. Huschak informed Council that the mural is almost done. Michael Allison is a gifted artist working throughout the State. Mrs. Huschak pointed out that this is the 250th anniversary of our Country, the 100th anniversary for the railway station/museum, and the 25th anniversary for the 911 trail; so the Historical is probably going to do a large celebration. The mural is to be installed next month, weather pending. Mrs. Huschak stated that Jeff McCaulley, who is President of the 911 National Memorial Trail, visited the museum a few weeks ago. There is one person that needs to sign the easement, but Mr. McCaulley sent a check to Norfolk Southern, which was a final step. Mrs. Huschak commented that the trail is ready to go, and Mr. McCaulley would like to bring the Commissioners into town for a celebration as well. She noted as well that the 911 National Memorial Trail Alliance will be visiting in June; and she does not know how many people will be coming, but it is supposed to be a large group. Mrs. Huschak would also like to do something with the local group because now we finally have something going down to the football field (perhaps a bike marathon for kids to ride their bicycles from the football field to the park). Mr. Vaughn thanked Mrs. Huschak for the great work she does with the Historical Society.

Mr. Wozniak recognized Mr. Vaughn. Mr. Vaughn pointed out that several meetings ago, he brought up the agreement with the Johnstown Housing Authority and was told that nothing could be done and the contract is what it is. Mr. Vaughn stated that this is not the case. He asked that Council listen to what he has to say, especially Attorney Emerick, because it may fall to Attorney Emerick at some point in time. Mr. Vaughn noted that because our current agreement with the Johnstown Housing Authority has no expiration, it is tempting to view this contract as something that can be deferred to the next meeting, or the next meeting, or the next meeting. It does not mean that nothing can be done as something can be done. Mr. Vaughn stated that in reviewing a contract with no ending, it is often referred to as an evergreen clause or a contract of indefinite duration; and it is a unique situation. Since the contract does not technically expire, renewal is usually more about reaffirming the partnership. As it relates to updating the terms to reflect the current market values, Mr. Vaughn would believe that the market values have changed drastically since 1959 (Mr. Vaughn was told the contract was from the 1970's) and some people in this room were probably not even born yet. He pointed out that it appears that the contract, signed in 1959, was an agreement for payment in lieu of taxes, which in turn provided services to the Johnstown Housing Authority; but updating the

terms of the initial contract would be the very definition of reflecting current market value and the cost of providing Borough services. Mr. Vaughn noted that he has no monetary figures with him, but he would dare to say that our commitment to upkeeping of the services far outweigh the amount that the Johnstown Housing Authority gives the Borough for payment in lieu of taxes.

Mr. Steberger stated that the houses in that area were built around 1962-1963. Mr. Vaughn stated that it is now \$1,250 per year that is paid, to which Mr. Steberger interjected that the original agreement was \$600 per year. Mr. Vaughn commented that it was \$500, then the last two years it was \$1,250. Mr. Vaughn's thought would be to find out if there is a stipulation in the agreement on how this is figured out. It is supposed to be 10% of the rental they get from the people that live there, minus some of their costs, but he does not know what their costs are. Mr. Vaughn noted that if the Johnstown Housing Authority has to pay for that because the residents do not, he is not sure how that works. He explained that people are to pay 30% of their income, and if people are on SSDI or SSI, it is usually around \$1,000 per month, so that would be \$300 per month. This would mean that the Johnstown Housing Authority is pulling in around \$190,000 per year. Mr. Vaughn emphasized that he believes the figures need to be looked at. Mr. Slebodnick commented that the only thing the people pay is their electric.

Mr. Vaughn pointed out that, while the contract is indefinite, the world around us is not. Market conditions, technology, and the needs of the constituents are changing rapidly. Not formally reviewing and updating the terms today, we are essentially tethering ourselves to a version of the partnership that was designed in the past. Mr. Vaughn noted that Council just having the commitment is not just keeping the status quo; it is about taking command of it and ensuring that the evergreen agreement remains an asset and not a legacy growth. Strength for everyone is feared with progress; and he is asking Council to move beyond business as usual. He is also asking Council to vote to reaffirm and update this partnership today, which would send a clear message that we are proactive and not just passive stewards of this agreement and provide the certainty that our residents deserve.

Mr. Vaughn thanked Council for listening. Dr. Zonfrilli-Lang commented that she has been in contact with the Johnstown Housing Authority to update the contract. Mr. Vaughn stated that he would provide the monetary figures to explain the need for a new contract.

XII. GOOD OF THE BOROUGH

Mr. Cadwallader commented that in the past we had junior Council members and perhaps we should look into this again. Mr. Wozniak stated that students lost interest. Dr. Zonfrilli-Lang questioned if this was a paid position, to which Mr. Wozniak replied that it was not. Dr. Zonfrilli-Lang noted that she would research this again.

XIII. EXECUTIVE SESSION

ON MOTION OF MR. PORTASH, SECONDED BY MR. CADWALLADER, COUNCIL UNANIMOUSLY AGREED TO ENTER INTO EXECUTIVE SESSION FOR LITIGATION DISCUSSIONS AT 7:26 P.M. MOTION CARRIED 7-0.

XIV. ADJOURNMENT OF EXECUTIVE SESSION

ON MOTION OF MR. CADWALLADER, SECONDED BY MR. PORTASH, COUNCIL UNANIMOUSLY AGREED TO ADJOURN OUT OF EXECUTIVE SESSION AT 7:54 P.M. MOTION CARRIED 7-0.

XV. RECONVENE INTO REGULAR SESSION

ON MOTION OF MR. CADWALLADER, SECONDED BY MR. PORTASH, COUNCIL UNANIMOUSLY AGREED TO RECONVENE INTO REGULAR SESSION AT 7:54 P.M. MOTION CARRIED 7-0.

XVI. ADJOURNMENT

ON MOTION OF MR. SLEBODNICK, SECONDED BY MR. HARRISON, COUNCIL UNANIMOUSLY AGREED TO ADJOURN THE MEETING AT 7:55 P.M. MOTION CARRIED 7-0.

Respectfully submitted,

Sharon Squillario
Recording Secretary

Portage Borough
Treasurer's Report
March 3 - 16, 2026

Type	Date	Name	Account	Amount
Deposit	03/06/2026		100.000 · Sweep Account/GF Checki	1,995.05
		Frank Oliveros	321.600 · Soliciting Permit	-5.00
		Liberty Mutual Surety	383.001 · Miscellaneous Income	-63.00
		Cambria County Controller's Office	301.400 · Delinquent Real Estate Taxe	-1,733.29
		Commonwealth of PA	331.120 · Magistrate Fines	-193.76
	TOTAL			-1,995.05
Deposit	03/11/2026		100.000 · Sweep Account/GF Checki	5,568.43
		District Court 47-3-03	331.120 · Magistrate Fines	-1,053.72
		Employers Mutual Casulty Company	383.001 · Miscellaneous Income	-4,514.71
	TOTAL			-5,568.43
TOTAL				(7,563.48)

**Portage Borough
Unpaid Bills Detail - General Fund
As of March 16, 2026**

	Type	Date	Num	Due Date	Open Balance
AFLAC	Bill	03/09/2026	280019	03/16/2026	218.26
Total AFLAC					218.26
Cambria County Borough Association	Bill	03/06/2026	2026 Spring Dinner	03/16/2026	330.00
Total Cambria County Borough Association					330.00
David Heiser's Inc.	Bill	03/12/2026	169	03/16/2026	30.00
Total David Heiser's Inc.					30.00
Ebensburg Insurance	Bill	03/06/2026	3896	03/16/2026	350.00
Total Ebensburg Insurance					350.00
Guardian Life Insurance Co.	Bill	03/12/2026	00578356	03/16/2026	187.53
Total Guardian Life Insurance Co.					187.53
J. W. Fleming, Inc.	Bill	03/06/2026	54029	03/16/2026	134.08
	Bill	03/11/2026	53690	03/16/2026	1,487.24
	Bill	03/12/2026	54047	03/16/2026	883.98
Total J. W. Fleming, Inc.					2,505.30
Long's Equipment Sales & Service	Bill	03/06/2026	68591	03/16/2026	42.00
	Bill	03/12/2026	2-23-26	03/16/2026	180.00
Total Long's Equipment Sales & Service					222.00
Martin Oil Company	Bill	03/06/2026	6000034	03/16/2026	33.24
Total Martin Oil Company					33.24
MEIT	Bill	03/06/2026	April 2026	03/16/2026	4.00
Total MEIT					4.00
Penelec	Bill	03/06/2026	100010783858	03/16/2026	356.70

Portage Borough
Unpaid Bills Detail - General Fund
As of March 16, 2026

	Type	Date	Num	Due Date	Open Balance
	Bill	03/06/2026	100050366390	03/16/2026	89.10
	Bill	03/09/2026	100010783858	03/16/2026	463.48
	Bill	03/09/2026	100083809721	03/16/2026	30.51
Total Penelec					<u>939.79</u>
Peoples Natural Gas					
	Bill	03/06/2026	200002690622	03/16/2026	1,429.14
	Bill	03/06/2026	200001816673	03/16/2026	519.96
Total Peoples Natural Gas					<u>1,949.10</u>
Pro Disposal					
	Bill	03/06/2026	309838	03/15/2026	13,549.00
Total Pro Disposal					<u>13,549.00</u>
Quill Corporation					
	Bill	03/06/2026	2455122	03/16/2026	88.97
Total Quill Corporation					<u>88.97</u>
RailPros					
	Bill	03/06/2026	63895	03/16/2026	705.02
Total RailPros					<u>705.02</u>
Smith Motor Sales					
	Bill	03/06/2026	4211	03/16/2026	6.10
Total Smith Motor Sales					<u>6.10</u>
Stagers Distributing Company					
	Bill	03/06/2026	334637	03/16/2026	172.86
Total Stagers Distributing Company					<u>172.86</u>
State Workers Insurance Fund					
	Bill	03/09/2026	05982802	03/16/2026	984.00
Total State Workers Insurance Fund					<u>984.00</u>
Teno's Truck and Auto Repair					
	Bill	03/06/2026	28221	03/16/2026	73.79
Total Teno's Truck and Auto Repair					<u>73.79</u>
The Long Barn, Inc. II					
	Bill	03/06/2026	1349750	03/16/2026	105.00
Total The Long Barn, Inc. II					<u>105.00</u>

**Portage Borough
Unpaid Bills Detail - General Fund
As of March 16, 2026**

	Type	Date	Num	Due Date	Open Balance
Unifirst	Bill	03/12/2026	1230284655	03/16/2026	266.07
Total Unifirst					<u>266.07</u>
Valley Broom Inc.	Bill	03/06/2026	52513	03/16/2026	305.35
Total Valley Broom Inc.					<u>305.35</u>
Verizon Wireless	Bill	03/06/2026	6137115039	03/06/2026	253.73
Total Verizon Wireless					<u>253.73</u>
WEX Bank	Bill	03/10/2026	111196748	03/16/2026	485.25
Total WEX Bank					<u>485.25</u>
TOTAL					<u><u>23,764.36</u></u>

8:46 AM
03/13/26

Portage Borough Liquid Fuels Account
Unpaid Bills Detail - Liquid Fuels
As of March 16, 2026

	Type	Date	Num	Due Date	Open Balance
Penelec	Bill	03/10/2026	100010783858	03/16/2026	356.70
	Bill	03/10/2026	100011950449	03/16/2026	2,789.33
	Bill	03/10/2026	100009896240	03/16/2026	66.58
Total Penelec					3,212.61
TOTAL					<u>3,212.61</u>

A meeting of the Portage Area Joint Parks and Recreation Commission was held on February 9, 2026, at 6:30 p.m., at the Borough Building.

Those in attendance were:

Kathy Hough
Sheri Nolan
Dave Squillario

Sharon Squillario
George Wozniak

Also present: Perry Scarton; Debbie Petryshak.

I. CALL TO ORDER

Kathy called the meeting to order at 6:30 p.m.

II. RECOGNITION OF VISITORS

Kathy recognized Debbie Petryshak. Debbie provided the Board with a copy of an inventory list of equipment available for use via the Portage Pickleball Club. She reported that the group currently has a raffle going on, the proceeds of which will be put toward the lighting fund (raffle was done via Venmo to raffle off a pickleball paddle). As it relates to the annual tournament, Debbie stated that the group is looking at other functions instead of the tournament, such as queen and king of the court, learn to play, etc., being that it seems that the same people play in the tournament.

Debbie commented that the group has a team reach app where people sign up to play, which includes everyone. There is another group that has team reach, which is an advanced level, and takes place on several pickleball courts. Debbie explained that there were two people that approached the local group relative to forming a league, which would make money for the Park as well; however, it would tie up the courts which would not allow the courts to be open to the public. George questioned what the proposed schedule would be, to which Debbie replied that it would be two to three courts for two hours once a week at \$10 per person (they estimate they would make \$900 in 10 weeks). Debbie noted that the courts are really crowded during the week, so the local group is suggesting possibly doing the league on a Saturday or Sunday. George questioned if the league would be open to the public, to which Debbie replied that it would not be, as the group would pick who is in the league. Perry commented that the league is probably playing at an advanced level, to which Debbie stated that the league will have a beginner level also. Perry stated that he liked the idea of the courts being used and money being raised for the Park, but the courts are really heavily used during the week. George commented that it is going to be difficult for the league to play during the week because they are public courts. Sheri questioned how many courts the league would be using, to which Debbie replied that they would be using two courts. Perry pointed out that we have six courts now, and if we pave the basketball court in the future we might have the ability to provide two more courts. Debbie commented that the local group likes the idea of the league but did have some concerns about the league using the courts during a weekday. Debbie pointed out that the new league hopes the idea catches on and other pickleball clubs pick up on the idea. The Board agreed that the group can inform the individuals who want to start the league that the Board is agreeable; however, a Saturday or Sunday would be better so that the courts are available to the public during the week.

Relative to the lights, Debbie commented that this is on hold because of the weather; and the club is still trying to do some fundraising for this.

Debbie questioned if something could be done with the donation box; i.e., either put a different one up or install some type of signage. The local group is agreeable to taking care of this. George questioned if the lights are still free, to which Perry replied that it really is not expensive to run the lights as a \$20 donation is really enough to pay for the lights for the summer.

Debbie departed from the meeting at this time.

III. CHANGES/ADDITIONS TO AGENDA

There were no additions or changes to the agenda.

IV. APPROVAL OF MINUTES

ON MOTION OF SHERI, SECONDED BY DAVE, THE BOARD UNANIMOUSLY APPROVED THE MINUTES OF THE JANUARY 12, 2026 MEETING AS PRESENTED. BOARD MEMBERS VOTING AFFIRMATIVELY WERE KATHY, SHARON, GEORGE, DAVE AND SHERI.

V. COMMUNICATIONS

No Communications received.

VI. TREASURER'S REPORT

Sharon shared the following:

Balance: General Account:	\$12,967.29
Balance: Shelter Account:	\$1,270.81
Balance: Savings Account:	\$17,812.71
Balance: Payroll Account:	\$103.77

ON MOTION OF GEORGE, SECONDED BY SHERI, THE BOARD UNANIMOUSLY APPROVED THE TREASURER'S REPORT AS PRESENTED. BOARD MEMBERS VOTING AFFIRMATIVELY WERE KATHY, SHARON, GEORGE, DAVE AND SHERI.

Perry commented that a donation of \$1,500 was received from Dial Beer, to which Sharon stated that the donation was deposited to the savings account. Perry noted that we are also awaiting a donation from Pro Disposal.

VII. UNFINISHED BUSINESS

- Summerfest Update

Perry noted that he will be attending the Summerfest meeting tomorrow at 6:00 p.m.

- Shelters

Sheri commented that, if we are closing in the concession booth this summer and placing the coolers there, perhaps we might be able to consider having water available in the coolers for those playing pickleball and charge \$1 per bottle. She noted that it could be done on an honor system. Sharon stated that we could possibly put a code lock on the door to the concession area.

- Memorial Ideas

Perry noted that once spring hits, we will start to cut down the large pine trees on the left going into the Park and will be able to grind out the stumps immediately. By late spring, we should be able to begin the memorial tree campaign.

- 2025 Letter Campaign

Sharon shared that to date the total donations received from the 2025 letter campaign are \$21,805 (\$1,065 to PAJPRC and \$20,740 to the Endowment) from 224 donors.

- Summer Theatre Camp/Mr. Holyfield

Kathy reported that Mr. Holyfield has advertised the summer theater camp to every student in the County.

- Appointment of Standing Committees

Will be kept on the agenda until finalized.

VIII. REPORTS

- Pool Report

Perry commented that he will be looking into the purchase of the second diving board so that it can be installed before the pool opens. It only takes about a month to get it in; and he wants to wait to order it so that it can be delivered and immediately mounted.

- Maintenance Report

Perry reported that Allen had a zero turn lawnmower that he took up to the Township building and did some work to enable him to be able to place the weed trimmers and other equipment on it so that he can use it throughout the Park.

Discussion ensued relative to the maintenance staff for the summer. Following discussion, the Board agreed to advertise for the second maintenance position (Allen will be returning this summer).

Perry noted that we have purchased the stump grinder and ditch witch. He did purchase helmets with visors and ear protection that will be used by all maintenance staff.

Perry noted that he will be writing up a list of work to be done throughout the Park this summer so that everything is covered, as well as an equipment preventive maintenance program.

Perry noted that he did receive a bid from Gittings for additional cameras (\$4,440 for five additional cameras). He has also contacted Guardian to obtain a second bid. Sheri questioned if we will be able to install the lights on the new light poles, to which Perry replied affirmatively. Perry stated that he is also checking into the installation of a visor on the new lights to bring the light from the bulbs downward. Perry noted that he is also checking into the potential of placing a timer because of the increase in the electrical bill that we have seen.

Perry informed the group that we are looking to have a potential fundraiser in the summer, a Cash Bash, to benefit the Park. 250 tickets would be sold at \$25 per ticket, with \$100 being given away every 15 minutes. The event would include a meal as well, and we could sell strip tickets.

Sheri questioned Kathy if the sign has been completed for Kid's Place, to which Kathy replied that she believes it has been finished. Sheri shared with the group the display stand that will be used for the sign. Sharon stated that we need something similar at the entrance of the Park to advertise the

various activities going on in the Park. George and Sheri both mentioned the possibility of getting a digital sign and having an organization sponsor that. Sheri mentioned the sign at the Hammers Street Church and the possibility of the Park utilizing that sign for advertising if the Church would be agreeable.

- Project Coordinator Activities

Perry stated that he is working on the Community Foundation grant to be used for handicap parking areas and handicap accessible areas around Shelters 1 and 2. He is also working on two other grants that will require an audit and matching funds. Perry commented that the real estate can be used for the matching funds; therefore, he is working with a realtor to obtain an updated appraisal.

Perry stated that he had purchased a solar light from Amazon which quit working so he sent it back and received a \$104 credit. Perry met with Bruce Walkovich relating to his assistance with a nature center if we place a small building on the cement slab near the basketball court. Bruce is more than willing to assist in this endeavor.

Perry informed the Board that he is in discussions with someone relative to a dog park near the maintenance building between Shelter 6 and the maintenance building. We will have to have a water source, which could be available through the maintenance building.

Perry noted that he has been in discussion with a few people relative to the installation of a walking trail around the outer area of the Park.

IX. NEW BUSINESS

Sheri stated that someone had inquired about a map for the disc golf course, to which Kathy replied that the group that made the original presentation to the Board did have a map available.

X. ADJOURNMENT

ON MOTION OF DAVE, SECONDED BY SHARON, THE BOARD ADJOURNED THE MEETING AT 7:30 P.M. BOARD MEMBERS VOTING AFFIRMATIVELY WERE KATHY, SHARON, GEORGE, DAVE AND SHERI.

XI. NEXT MEETING

The next meeting will be held on Monday, March 9, 2026 at 6:30 p.m. at the Borough building.

Respectfully submitted,

Sharon Squillario
Secretary

Borough of Portage
PORTAGE, PENNSYLVANIA

Resolution 10-2026

Be it RESOLVED, that Portage Borough of Cambria County does hereby authorize the designation of new signatories for Department of Community and Economic Development (DCED) Grant Agreement No. C000088650.

Be it FURTHER RESOLVED, that due to the retirement of the previously authorized signatories, Portage Borough hereby designates Robert Fox, Borough Mayor, and Makayla Zonfrilli-Lang, Borough Manager, as the officials authorized to execute all documents and agreements associated with DCED Grant Agreement No. C000088650 on behalf of Portage Borough.

BE IT FURTHER RESOLVED that this Resolution supersedes any prior authorization of signatories related to DCED Grant Agreement No. C000088650.

I, Sharon Squillario, duly qualified Secretary of the Portage Borough Council, Cambria County, PA, hereby certify that the forgoing is a true and correct copy of a Resolution duly adopted by a majority vote of the Portage Borough Council at a regular meeting held March 16, 2026 and said Resolution has been recorded in the Minutes of the Portage Borough and remains in effect as of this date.

IN WITNESS THEREOF, I affix my hand and attach the seal of the Portage Borough this 16th day of March, 2026.

Portage Borough
Name of Applicant

Cambria
County

Secretary

EXTRACT FROM THE MINUTES OF A SPECIAL
MEETING OF THE MEMBERS
OF PORTAGE BOROUGH COUNCIL
HELD ON MARCH 9, 1939

The Members of Portage Borough
Council met in
special session at Borough Building
Borough in the City of Portage
Pennsylvania, at 7:30 o'clock a. m., on March 9, 1939

The meeting was called to order by the Chairman and, upon roll call, those present and absent were as follows:

Present:

Clifford H. Beck
Cesid Calata
Edward Curas
Raymond Squillario
Joseph Yurchik

Absent:

Edward Smith

COOPERATION AGREEMENT

This Agreement entered into this 9 day of March, 1959, by and between JOHNSTON HOUSING AUTHORITY (herein called the "Local Authority") and BOROUGH OF PORTAGE (herein called the "Local Government").

WITNESSETH:

In consideration of the mutual covenants hereinafter set forth, the parties hereto do agree as follows:

1. Whenever used in this Agreement:

- (a) The term "Project" shall mean any low-rent housing hereafter developed as an entity by the Local Authority with financial assistance of the Public Housing Administration (herein called the "PHA"); excluding, however, any low-rent housing project covered by a contract for loans and annual contributions entered into between the Local Authority and the PHA, or its predecessor agencies, prior to the date of this Agreement.
- (b) The term "Taxing Body" shall mean the State or any political subdivision or taxing unit thereof in which a Project is situated and which would have authority to assess or levy real or personal property taxes or to certify such taxes to a taxing body or public officer to be levied for its use and benefit with respect to a Project if it were not exempt from taxation.
- (c) The term "Shelter Rent" shall mean the total of all charges to all tenants of a Project for dwelling rents and non-dwelling rents (excluding all other income of such Project), less the cost to the Local Authority of all dwelling and non-dwelling utilities.
- (d) The term "Slum" shall mean any area where dwellings predominate which, by reason of dilapidation, overcrowding, faulty arrangement or design, lack of ventilation, light or sanitation facilities, or any combination of these factors, are detrimental to safety, health or morals.

2. The Local Authority shall endeavor (a) to secure a contract or contracts with the PHA for loans and annual contributions covering one or more Projects comprising approximately 100 units of low-rent housing and (b) to develop and administer such Project or Projects, each of which shall be located within the corporate limits of the Local Government. The obligations of the parties hereto shall apply to each such Project.

3. (a) Under the constitution and statutes of the Commonwealth of Pennsylvania, all Projects are exempt from all real and personal property taxes and special assessments levied or imposed by any Taxing Body. With respect to any Project so long as either (i) such Project is owned by a public body or governmental agency and is used for low-rent housing purposes, or (ii) any contract between the Local Authority and the PHA for loans or annual contributions, or both, in connection with such Project remains in force and effect, or (iii) any bonds issued in connection with such Project, or any monies due to the PHA in connection with such Project remain unpaid, whichever period is the longest, the Local Government agrees that it will not levy or impose any real or personal property taxes or special assessments upon such Project or upon the Local Authority with respect thereto. During such period, the Local Authority shall make annual payments (herein called "Payments in Lieu of Taxes") in lieu of such taxes and special assessments and in payment for the public services and facilities furnished from time to time without other cost or charge for or with respect to such Project.

(b) Each such annual Payment in Lieu of Taxes shall be made after the end of the fiscal year established for such Project, and shall be in an amount equal to either (i) that proportion of ten percent (10%) of the aggregate Shelter Rent charged by the Local Authority in respect to such Project or Projects during such fiscal year which the real property taxes which would have been paid to the Local Government for such year if the Project or Projects were not exempt from taxation bears to the total real property taxes which would have been paid to all of the Taxing Bodies for such year if the Project or Projects were not exempt from taxation, or (ii) the amount permitted to be paid by applicable state law in effect on the date such payment is made, whichever amount is the lower,

(c) No payment for any year shall be made to the Local Government in excess of the amount of the real property taxes which would have been paid to the Local Government for such year if the Project were not exempt from taxation.

(d) Upon failure of the Local Authority to make any Payment in Lieu of Taxes, no lien against any Project or assets of the Local Authority shall attach, nor shall any interest or penalties accrue or attach on account thereof.

4. The Local Government agrees that, subsequent to the date of initiation (as defined in the United States Housing Act of 1937, as amended) of each Project and within five years after the completion thereof, or such further period as may be approved by the PHA, and in addition to the number of unsafe or insanitary dwelling units which the Local Government is obligated to eliminate as a part of the low-rent housing Project(s) heretofore undertaken by the Local Authority and identified as Project(s) No.(s) NONE there has been or will be elimination (as approved by the PHA) by demolition, condemnation, effective closing, or compulsory repair or improvement, of unsafe or insanitary dwelling units situated in the locality or metropolitan area of the Local Government substantially equal in number to the number of newly constructed dwelling units provided by such Project; Provided, That, where more than one family is living in an unsafe or insanitary dwelling unit, the elimination of such unit shall count as the elimination of units equal to the number of families accommodated therein; and Provided, further, That this paragraph 4 shall not apply in the case of (i) any Project developed on the site of a Slum cleared subsequent to July 15, 1949 and that the dwelling units eliminated by the clearance of the site of such Project shall not be counted as elimination for any other Project or any other low-rent housing Project, or (ii) any Project located in a rural non-farm area.

5. During the period commencing with the date of the acquisition of any part of the site or sites of any Project and continuing so long as either (i) such Project is owned by a public body or governmental agency and is used for low-rent housing purposes, or (ii) any contract between the Local Authority and the PHA for loans or annual contributions, or both, in connection with such Project remains in force and effect, or (iii) any bonds issued in connection with such Project or any monies due to the PHA in connection with such Project remain unpaid, whichever period is the longest, the Local Government without cost or charge to the Local Authority or the tenants of such Project (other than the Payments in Lieu of Taxes) shall:

(a) Furnish or cause to be furnished to the Local Authority and the tenants of such Project public services and facilities of the same character and to the same extent as are furnished from time to time without cost or charge to other dwellings and inhabitants in the Local Government.

(b) Vacate such streets, roads and alleys within the area of such Project as may be necessary in the development thereof, and convey without charge to the Local Authority such interest as the Local Government may have in

such vacated areas; and, insofar as it is lawfully able to do so without cost or expense to the Local Authority or to the Local Government cause to be removed from such vacated areas, insofar as it may be necessary, all public or private utility lines and equipment;

(c) Insofar as the Local Government may lawfully do so, (i) grant such deviations from the building code of the Local Government as are reasonable and necessary to promote economy and efficiency in the development and administration of such Project, and at the same time safeguard health and safety, and (ii) make such changes in any zoning of the site and surrounding territory of such Project as are reasonable and necessary for the development and protection of such Project and the surrounding territory;

(d) Accept grants of easements necessary for the development of such Project; and

(e) Cooperate with the Local Authority by such other lawful action or ways as the Local Government and the Local Authority may find necessary in connection with the development and administration of such Project.

6. In respect to any Project the Local Government further agrees that within a reasonable time after receipt of a written request therefor from the Local Authority;

(a) It will accept the dedication of all interior streets, roads, alleys, and adjacent sidewalks within the area of such Project, together with all storm and sanitary sewer mains in such dedicated areas, after the Local Authority, at its own expense, has completed the grading, improvement, paving, and installation thereof in accordance with specifications acceptable to the Local Government;

(b) It will accept necessary dedications of land, for, and will grade, improve, pave, and provide sidewalks for, all streets bounding such Project or necessary to provide adequate access thereto (in consideration whereof the Local Authority shall pay to the Local Government such amount as would be assessed against the Project site for such work if such site were privately owned); and

(c) It will provide, or cause to be provided, water mains, and storm and sanitary sewer mains, leading to such Project and serving the bounding streets thereof (in consideration whereof the Local Authority shall pay to the Local Government such amount as would be assessed against the Project site for such work if such site were privately owned).

7. If by reason of the Local Government's failure or refusal to furnish or cause to be furnished any public services or facilities which it has

agreed hereunder to furnish or cause to be furnished to the Local Authority or to the tenants of any Project, the Local Authority incurs any expense to obtain such services or facilities, then the Local Authority may deduct the amount of such expense from any Payments in Lieu of Taxes due or to become due to the Local Government in respect to any Project or any other low-rent housing Projects owned or operated by the Local Authority.

8. No Cooperation Agreement heretofore entered into between the Local Government and the Local Authority shall be construed to apply to any Project covered by this Agreement.

9. So long as any contract between the Local Authority and the PHA for loans (including preliminary loans) or annual contributions, or both, in connection with any Project shall remain in force and effect, or so long as any bonds issued in connection with any Project or any monies due to the PHA in connection with such Project remain unpaid, this Agreement shall not be abrogated, changed or modified without the consent of the PHA. The privileges and obligations of the Local Government hereunder shall remain in full force and effect with respect to each Project so long as the beneficial title to such Project is held by the Local Authority or any other public body or governmental agency, including the PHA, authorized by law to engage in the development or administration of low-rent housing Projects. If at any time the beneficial title to, or possession of, any Project is held by such other public body or governmental agency, including the PHA, the provisions hereof shall inure to the benefit of and may be enforced by, such other public body or governmental agency including the PHA.

10. In addition to the Payments in Lieu of Taxes and in further consideration for the public services and facilities furnished and to be furnished in respect to any Project for which no Annual Contributions Contract had been entered into prior to August 2, 1954, between the Local Authority and the PHA;

- (1) After payment in full of all obligations of the Local Authority in connection with such Project for which any annual contributions are pledged and until the total amount of annual contributions paid by the PHA in respect to such Project has been repaid, (a) all receipts in connection with such Project in excess of expenditures necessary for the management, operation, maintenance or financing, and for reasonable reserves therefor, shall be paid annually to

the PHA, to the Local Government and to the other local Taxing Bodies which have contributed to such Project in the form of tax exemption or otherwise, in proportion to the aggregate contribution which the PHA, the Local Government and other local Taxing Bodies made to such Project, and (b) no debt in respect to such Project, except for necessary expenditures for such Project, shall be incurred by the Local Authority;

- (2) If, at any time, such Project or any part thereof is sold, such sale shall be to the highest responsible bidder after advertising, or at fair market value as approved by the PHA, and the proceeds of such sale, together with any reserves, after application to any outstanding debt of the Local Authority in respect to such Project, shall be paid to the PHA and local Taxing Bodies including the Local Government, as provided in clause 1(a) of this Section 10: Provided, That the amounts to be paid to the PHA and such local Taxing Bodies including the Local Government shall not exceed their respective total contribution to such Project.

IN WITNESS WHEREOF the Local Government and the Local Authority have respectively signed this agreement and caused their seals to be affixed and attested as of the day and year first above written.

BOROUGH OF PORTAGE
CORPORATE NAME-CITY, TOWN, BOROUGH, TOWNSHIP

(SEAL)

By S/ Ralph George
Title Burgess

ATTEST:

S/ S. J. Kristofco
Title Secretary

JOHNSTOWN HOUSING AUTHORITY
CORPORATE NAME OF LOCAL AUTHORITY

(SEAL)

By s/ Spear S. Sheridan
Chairman

ATTEST:

S/ Fulton I. Connor
Title Secretary

This is to certify that the above conformed signatures of the Borough of Portage are a true and correct copy.

December 23, 1959

ATTEST:

A true copy from records of
PUBLIC HOUSING ADMINISTRATION

John A. Webster, III
Attesting Officer

William J. Kristofco
Secretary

CERTIFICATE

I, William J. Kristofco, the duly appointed, qualified
and acting SECRETARY of BOROUGH OF PORTAGE
County of Cambria, do hereby certify
that the attached extract from the minutes of the special
meeting of the Council of said Borough, held on
March 9, 1959, is a true and correct copy of the origi-
nal minutes of said meeting on file and of record in so far as said
original minutes relate to the matters set forth in said attached
extract, and I do further certify that the copy of the Resolution
appearing in said attached extract is a true and correct copy of
the Resolution adopted at said meeting and on file and of record.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal
of said Borough this 9th day of March, 1959.

William J. Kristofco

(SEAL)

CHAPTER 10
POWERS AND DUTIES
OF ELECTED OFFICIALS

Subchapter

- A. Council
- B. Mayor (Reserved)
- C. Auditors
- D. Controller
- E. (Reserved)
- F. Tax Collector

Enactment. Chapter 10 was added April 18, 2014, P.L.432, No.37, effective in 60 days.

SUBCHAPTER A
COUNCIL

Sec.

- 1001. Organization of council, quorum, participation by telecommunication device, voting, compensation and eligibility.
- 1002. Oath of members of council.
- 1003. When the mayor may preside over council and vote, attendance of mayor at council meetings and breaking tie votes.
- 1004. Failure of council to organize.
- 1005. Powers of council.
- 1006. Duties of council.
- 1007. (Reserved).
- 1008. (Reserved).
- 1009. Typewritten, printed, photocopied, microfilmed and electronically or digitally stored records valid and recording or transcribing records.
- 1010. (Reserved).
- 1011. (Reserved).
- 1012. (Reserved).
- 1013. (Reserved).
- 1014. Hearings before council; witnesses.
- 1015. Witness fees and mileage.
- 1016. Examination of witnesses; penalty.

§ 1001. Organization of council, quorum, participation by telecommunication device, voting, compensation and eligibility.

(a) Organization.--The council shall organize on the first Monday of January of each even-numbered year by electing one member as president and one member as vice president, who shall hold the offices at the pleasure of the council. If the first Monday is a legal holiday, the meeting and organization shall take place the following day. Any action taken by any council at any time between 12:01 a.m. on January 1 of an even-numbered year and the organization of council in that year shall be subject to reconsideration by the new council at any time within ten days after organization. The council may, at the organizational meeting, appoint other officers as may be provided for by law or ordinance, or as may be deemed necessary for the conduct of affairs of the borough, and may transact any other business as may come before the meeting. The president, and, during the

president's absence or incapacity, the vice president, shall preside over the meetings of council and perform other duties as are prescribed by this part or by ordinance.

(b) Quorum.--A majority of the membership of council then in office shall constitute a quorum. Except as provided in subsection (c), only council members physically present at a meeting place within the borough shall be counted in establishing a quorum.

(c) Telecommunication.--Council may provide for the participation of council members in council meetings by means of telecommunication devices, such as telephones or computer terminals, which permit, at a minimum, audio communication between locations, if the following apply:

(1) A majority of the membership of council then in office is physically present at the advertised meeting place within the borough and a quorum is established at the convening or reconvening of the meeting. If, after the convening or reconvening of a meeting, a member has been disqualified from voting as a matter of law, but is still physically present, council members participating by telecommunication device in accordance with this section shall be counted to maintain a quorum.

(2) The telecommunication device used permits the member or members of council not physically present at the meeting to:

(i) speak to and hear the comments and votes, if any, of the members of council who are physically present, as well as other members of council who may not be physically present and are also using a telecommunication device to participate in the meeting; and

(ii) speak to and hear the comments of the public who are physically present at the meeting.

(3) The telecommunication device used permits the members of council and the members of the public who are physically present at the meeting to speak to and hear the comments and the vote, if any, of the member or members of council who are not physically present at the meeting.

(4) Physical absence of a council member. Council may only authorize participation by telecommunication device for one or more of the following reasons:

(i) illness or disability of the member of council;
(ii) care for the ill or newborn in the member's immediate family;
(iii) emergency; and
(iv) family or business travel.

(5) Nothing in this subsection shall be construed to limit the protections and prohibitions contained in any law or regulation relating to the rights of the disabled.

(d) Voting.--A member of the council shall not be disqualified from voting on any issue before the council solely because the member has previously expressed an opinion on the issue in either an official or unofficial capacity.

(e) Compensation.--Members of council may receive compensation to be fixed by ordinance as follows:

(1) In boroughs with a population of less than 5,000, a maximum of \$3,145 per year.

(2) In boroughs with a population of 5,000 or more but less than 10,000, a maximum of \$4,190 per year.

(3) In boroughs with a population of 10,000 or more but less than 15,000, a maximum of \$5,450 per year.

(4) In boroughs with a population of 15,000 or more but less than 25,000, a maximum of \$6,915 per year.

(5) In boroughs with a population of 25,000 or more but less than 35,000, a maximum of \$7,335 per year.

(6) In boroughs with a population of 35,000 or more, a maximum of \$8,385 per year.

The salaries shall be payable monthly or quarterly for the duties imposed by this part. Benefits provided to members of council under section 1202(26) (relating to specific powers) shall not be considered pay, salary or compensation, but payment for all or a part of the premiums or charges for the benefits shall be in accordance with section 1202(26). Any change in salary, compensation or emoluments of the elected office shall become effective at the beginning of the next term of the member of council.

(e.1) Alternative compensation.--Notwithstanding subsection (e), the council may provide that members of the council shall receive compensation on a per-meeting basis based on attendance of members of council. Total annual compensation may not exceed the amounts specified in subsection (e). Compensation shall only be payable for duly advertised public meetings in which a member of council participated, except compensation is not payable if a member of council is absent from a meeting and the absence is not excused. Excused absence from a meeting shall be determined by council and shall include, but not be limited to, an emergency or illness of the member of council or the member's immediate family, as well as family or business travel. Council may require documentation to support an excused absence.

(f) Eligibility for compensation.--The population shall be determined by the latest available official census figures, except that a borough shall not be required to reduce the salary of a mayor or member of council as a result of a decrease in population. In no case shall the compensation for any member of council exceed that of the mayor in any given borough, but, if the mayor's compensation exceeds that authorized by this section for members of council, the president of council may receive compensation not to exceed that of the office of mayor.
(Oct. 31, 2024, P.L.1120, No.131, eff. 60 days)

2024 Amendment. Act 131 amended subsecs. (e) and (f) and added subsec. (e.1).

Cross References. Section 1001 is referred to in sections 1003, 1006 of this title.