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## **PORTAGE BOROUGH COUNCIL AGENDA**

**Portage Borough Council Chambers**

**721 Main Street, Portage PA**

**6:30 pm**

**April 27, 2026**

**Committee 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 – Verbal Report for this Meeting

1). Social Media Content

2). Ordinances Updates & Financial Transparency Discussion

### **3. CORRESPONDENCE**

a) Trout Run Watershed Association requests for Earth Week community cleanup:

- Having police drive through the park as a precaution
- Dump truck to haul leaves and sticks

### **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 April 6, 2026 Council meeting were distributed before the meeting.

**a). MOTION:** To approve the minutes of April 6, 2026, meeting as presented.

Moved \_\_\_\_\_ Seconded \_\_\_\_\_ Aff \_\_\_ Nay \_\_\_ Abs: \_\_\_\_\_

**6. TREASURER’S REPORT AND BILLS TO BE PAID**

*Treasurers Report – April 7 – April 19, 2026:*

Tax Collector-Real Estate	\$ 18,508.35
Special Tax Collector-EIT/LST	\$
Meter Collection	\$
Permits/Licenses/Cable	\$ 760
Fines, Forfeitures	\$
Intergovernmental/Misc	\$ 1,134.86
Charge for Services	\$
Sanitation	\$
<b>Total Revenue:</b>	<b>\$ 20,403.21</b>

**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 \$33,759.67. (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 move the public hearing for fence variances from April 20, 2026, to the May 18, 2026 council meeting.**

Moved \_\_\_\_\_ Seconded \_\_\_\_\_ Aff \_\_\_ Nay \_\_\_ Abs: \_\_\_\_\_

Moving this from last meeting due to advertising constraints and legal paperwork delay.

**Public Hearing Schedule:**

<b>Date</b>	<b>Milestone</b>	<b>Legal Requirement Met</b>
<b>April 27</b>	<b>New Motion to Advertise</b>	Council authorizes the updated schedule.
<b>April 30</b>	<b>Ad #1 Published</b>	First notice appears within 30 days of the hearing.
<b>May 7</b>	<b>Ad #2 Published</b>	Second notice appears at least 7 days before the hearing.
<b>May 11</b>	<b>Property Posted</b>	Land is posted at least 7 days prior to the hearing.
<b>May 18</b>	<b>Public Hearing</b>	Hearing is held with full legal standing.

**d) Fence Variance Request Public Hearing – Billings (904 Gillespie Ave.)**

A motion to approve the scheduling of a public hearing for May 18, 2026 at 6:00 pm to be held in the Portage Borough Council Chambers.

Currently a 4ft. fence wants to replace an old fence from 1994 to be a 6ft.

Moved \_\_\_\_\_ Seconded \_\_\_\_\_ Aff \_\_\_ Nay \_\_\_ Abs: \_\_\_\_\_

**e) Fence Variance Public Hearing – Rummel (622 Orchard Street)**

A motion to approve the scheduling of a public hearing for May 18, 2026 at 6:15 pm to be held in the Portage Borough Council Chambers.

Moved \_\_\_\_\_ Seconded \_\_\_\_\_ Aff \_\_\_ Nay \_\_\_ Abs: \_\_\_\_\_

**f) Comcast Cable Franchise Agreement**

A motion to approve the Comcast Franchise Agreement (attached).

Moved \_\_\_\_\_ Seconded \_\_\_\_\_ Aff \_\_\_ Nay \_\_\_ Abs: \_\_\_\_\_

A cable franchise agreement is a negotiated contract between a municipal borough and a service provider that grants the provider legal access to public rights-of-way to install and maintain infrastructure. For a borough, entering into this agreement is a standard administrative operation used to regulate how a private company utilizes public property and streets. It ensures that the municipality maintains oversight of construction standards and prevents service "redlining" by requiring the provider to offer coverage to the entire

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community. One of the primary benefits is the collection of franchise fees, typically up to 5% of the provider's gross revenue, which serves as a consistent source of funding for the borough's general fund.

**g). Motion Deputy Director of Public Works**

A Motion to approve the job description for the position of Deputy Director of Public Works as presented. This position is established as a Non-Exempt role under the FLSA, responsible for assisting the Public Works Director in the daily supervision of laborers, equipment operation, and the maintenance of Borough facilities and infrastructure.

Moved \_\_\_\_\_ Seconded \_\_\_\_\_ Aff \_\_\_ Nay \_\_\_ Abs: \_\_\_\_\_

**h). Motion Appointment and Compensation for Deputy Director of PW.**

A Motion to appoint Logan Cadwallader to the position of Deputy Director of Public Works, effective immediately. Compensation for this position shall be set at a rate of \$19.50 per hour. This appointment is subject to a standard forty (40) hour work week and the requirement for emergency callouts as outlined in the departmental standards.

Moved \_\_\_\_\_ Seconded \_\_\_\_\_ Aff \_\_\_ Nay \_\_\_ Abs: \_\_\_\_\_

**8. UNFINISHED BUSINESS:**

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

**h) Parking behind Borough building.** Letters were sent to property owners. Information was received back. This will be synthesized

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and presented at the next Council meeting along with a draft ordinance based on feedback for discussion only. 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 2: Work with the Solicitor to create a draft based on feedback for discussion only for the May Council meeting and then if well received to schedule the public hearings.

**i) Johnstown Housing Authority**

April 13, 2026 Our solicitor sent correspondence to the JHA (Johnstown Housing Authority) solicitor, noting that we would like to have an updated discussion on the contract. Some of the legal references include Altoona Housing Authority v. City of Altoona and other case laws.

**j) Hydrant Reports from Water Authority**

Correspondence was sent to the Superintendent to request monthly reports.

**9. BUILDINGS, FACILITIES, AND ROADS**

**a)** No new updates. American Roofing and Gabriel Fera P.C. are in discussion regarding the roof issue.

**b)** Stop Sign Proposal at Lee Street & N. Railroad Ave. (see attached).

c) Terrace Circle Speed Limit: reports of vehicles driving too fast have been reported for Terrace Circle. The Public Works Director has been instructed to erect a “Children at Play Sign” over the next few weeks. Furthermore, the current posted speed limit is 25 MPH. We will be looking into the process of reducing that to 15 MPH.

**10. NEW BUSINESS:**

**a) Motion to Adopt the Right-to-Know Policy and Appoint the Right-to-Know Officer.**

A motion to adopt the Right-to-Know policy and appoint the Borough Manager, Makayla Zonfrilli-Lang, as the Borough’s Right-to-Know Officer.

Moved \_\_\_\_\_ Seconded \_\_\_\_\_ Aff \_\_\_ Nay \_\_\_ Abs: \_\_\_\_\_

Standard Housekeeping Item: Right-to-Know Policy & Appointment of the Right-to-Know Officer. Attached to the packet is the RTK policy. It is standard to adopt an updated RTK policy every time you install a new Borough Manager. This language is standard across PA Boroughs.

**b) Motion to Adopt the Open Public Comment, Recording, Streaming, and Visitor Participation Policy.**

A motion to adopt the Open Public Comment, Recording, Streaming, and Visitor Participation Policy.

Moved \_\_\_\_\_ Seconded \_\_\_\_\_ Aff \_\_\_ Nay \_\_\_ Abs: \_\_\_\_\_

Standard Housekeeping Item: This is a standard practice to update every few years. This policy has not been updated since 2020. Since the Borough has instituted a live-stream and recording service, and residents can now record and stream, this policy needs to be updated.

- c) Discussion on the Capital Improvements Program Account and Usage to include updates to the current code to use a percentage of funds for operational emergencies and special events (such as America’s 250<sup>th</sup> celebration). Section of the Code Attached. 2026 CIP Budget Attached.

**11. CITIZENS' INPUT ON NON-AGENDA ITEMS**

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

**12. GOOD OF THE BOROUGH:**

**13. ADJOURNMENT:**

Moved \_\_\_\_\_ Seconded \_\_\_\_\_ Aff \_\_\_\_\_ Nay \_\_\_\_\_ Abs: \_\_\_\_\_

Adjourned at \_\_\_\_\_ PM

Respectfully Submitted,



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

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Join us on **Microsoft Teams**

**Join:**

<https://teams.microsoft.com/meet/265678755349458?p=MBuxZfPyhNhq4VH9iY>

Meeting ID: 265 678 755 349 458

Passcode: rX2y8kY6

PLEASE NOTE: Our Facebook account is too new to stream there currently. The Borough will keep trying until we are successful. It could take up to 90 days.

Trout Run Watershed Association  
Portage Area School District  
April 4, 2026

Portage Borough Council  
To whom it may concern:

The Trout Run Watershed Association and the Portage Area School District are sponsoring another community cleanup during Earth Week as part of the School District's Earth Week outdoors activities. We will be cleaning up at the Crichton McCormick Park with the Senior high students .

We are requesting that the Borough Council have the Police drive their Cruiser through the park as a pre-caution to show support for the cleanup at the Park as a pre-caution,

We appreciate your consideration. They will only be at the Park for a little over an hour but there will be almost 250 students participating, so we divide and conquer the Park.

The Borough Council has been supportive of our efforts over the years to clean up our community.

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Our community belongs to all of us and we all need to help keep it clean.

The cleanup will take place Friday April 24, 2026, starting at 1 P.M. and finishing at approximately 2:15.

Respectfully,



Dennis C. Beck  
Chairman, Trout Run Watershed Association

Trout Run Watershed Association  
Portage Area School District  
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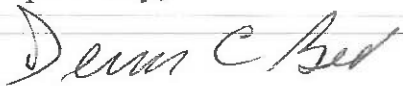
We are requesting that the Borough has allowed a few of your employees to bring a dump truck to haul the leaves and sticks that they collect and dump them behind the maintenance building at the park

The Borough has assisted us in past years and we appreciate your help.

Our community belongs to all of us and we all need to help keep it clean.

The cleanup will take place Friday April 24, 2026, starting at 1 P.M. and finishing at approximately 2:15.

Respectfully,



Dennis C. Beck  
Chairman, Trout Run Watershed Association

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

Those in attendance were:

Ron Cadwallader, Vice-President  
Mayor Bob Fox  
Henry Harrison  
Perry Scarton  
Mark Slebonick

Also present were: Dr. Makayla Zonfrilli-Lang, Borough Manager; Fran Steberger, Director, Public Works; Brian Shura, Stiffler McGraw; and Sharon Squillario, Secretary.

Guests: Ben Schoenfeld; Gary Vaughn, Sr.; Gary Vaughn, Jr.; Jean Kinley; John Crum; Brian Hershberger; Ray Clawson, Mainline Newspapers.

**I. CALL TO ORDER**

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

Dr. Zonfrilli-Lang pointed out that we have some new technology going on this evening. She explained that Facebook is not allowing her to stream the meeting this evening because the page is too new. She will be working with Facebook tomorrow regarding this concern. Dr. Zonfrilli-Lang stated that we do have a back-up plan with the Microsoft Teams link, which is working. Those participating via Teams indicated that they were able to hear the proceedings of the meeting and that the volume was adequate. Dr. Zonfrilli-Lang explained that the camera that is being used is a 360 camera and will focus for the audience on the person that is speaking. Her goal is to download the recording from Teams and place it either on the Facebook page or the Borough website so that everyone has access to the information.

**II. EXECUTIVE SESSION**

ON MOTION OF MR. SLEBODNICK, SECONDED BY MR. HARRISON, COUNCIL UNANIMOUSLY AGREED TO ENTER INTO EXECUTIVE SESSION AT 6:33 P.M. TO DISCUSS PERSONNEL MATTERS REGARDING THE BOROUGH SECRETARY AND DEPUTY DIRECTOR OF PUBLIC WORKS AND FOR A CURRENT LITIGATION UPDATE REGARDING CAMBRIA COUNTY CASE NO. 2025-4778, AS PERMITTED UNDER SECTION 708(A)(1) AND SECTION 708(A)(4) OF THE PENNSYLVANIA SUNSHINE ACT (65 PA. C.S. § 708). MOTION CARRIED 5-0.

**III. ADJOURNMENT OF EXECUTIVE SESSION**

ON MOTION OF MR. SLEBODNICK, SECONDED BY MR. SCARTON, COUNCIL UNANIMOUSLY AGREED TO ADJOURN OUT OF EXECUTIVE SESSION AT 7:53 P.M. MOTION CARRIED 5-0.

**IV. RECONVENE INTO REGULAR SESSION**

ON MOTION OF MR. HARRISON, SECONDED BY MR. SLEBODNICK, COUNCIL UNANIMOUSLY AGREED TO RECONVENE INTO REGULAR SESSION AT 7:53 P.M. MOTION CARRIED 5-0.

**V. ACTION ITEMS FROM EXECUTIVE SESSION**

ON MOTION OF MR. SCARTON, SECONDED BY MR. SLEBODNICK, COUNCIL UNANIMOUSLY AGREED TO GO OUT OF ORDER OF THE AGEND TO ADDRESS ACTION ITEMS FROM THE EXECUTIVE SESSION. MOTION CARRIED 5-0.

ON MOTION OF MR. SLEBODNICK, SECONDED BY MR. HARRISON, COUNCIL UNANIMOUSLY APPROVED THE HIRING OF JESSI CARNEY AS THE BOROUGH SECRETARY, PENDING THE SUCCESSFUL COMPLETION OF A BACKGROUND CHECK, AT A RATE OF \$18.00 PER HOUR FOR 30 HOURS PER WEEK. HOURS WILL BE MONDAY TO FRIDAY, 9:00 A.M. – 2:00 P.M. MOTION CARRIED 5-0.

ON MOTION OF MR. SCARTON, SECONDED BY MR. HARRISON, COUNCIL UNANIMOUSLY APPROVED THE DECISION FROM THE EXECUTIVE SESSION HELD ON OCTOBER 20, 2025, TO AUTHORIZE SOLICITOR MICHAEL EMERICK TO INITIATE CIVIL LITIGATION AND FILE A WRIT OF SUMMONS ON BEHALF OF THE BOROUGH OF PORTAGE AND CHIEF OF POLICE DAVID ROSAMILIA AGAINST THE MODERATORS OF THE FACEBOOK GROUP 'LIVING IN PORTAGE PA' AND 'GrayElephant' REGARDING DEFAMATORY STATEMENTS POSTED BY 'GrayElephant' ALLEGING CHIEF OF POLICE DAVID ROSAMILIA WAS CAUGHT WITH AN UNDERAGE GIRL, DOCKETED UNDER CAMBRIA COUNTY CASE NO. 2025-4778. MOTION CARRIED 5-0.

Dr. Zonfrilli-Lang informed those present that, as Mr. Wozniak was not present at the meeting tonight, she does have a signed statement from him that attests that he did vote yes to the action taken at the October 20, 2025 meeting.

ON MOTION OF MR. SCARTON, SECONDED BY MR. HARRISON, COUNCIL UNANIMOUSLY APPROVED THE DECISION FROM THE EXECUTIVE SESSION HELD ON FEBRUARY 17, 2026, TO AUTHORIZE SOLICITOR MICHAEL EMERICK TO FILE A PRAECIPE TO SETTLE, DISCONTINUE, AND END THE CIVIL MATTER DOCKETED WITH CAMBRIA COUNTY CASE NO. 2025-4778, EFFECTIVELY WITHDRAWING THE COMPLAINT AND TERMINATING THE ACTION. MOTION CARRIED 5-0.

Dr. Zonfrilli-Lang stated that she also has an attestation from Mr. Wozniak that he voted yes to the action taken at the February 17, 2026 meeting.

**VI. REPORTS**

**A. Borough Manager**

Dr. Zonfrilli-Lang stated that a copy of her report was provided prior to the meeting. She noted that one of the things she highlighted in her report was some local government training. Dr. Zonfrilli-Lang explained that she feels it is important that we all continue to educate ourselves; and she has, therefore, worked closely with the Local Government Academy (LGA), an organization out of Pittsburgh, who provides elected officials with continuous professional development via on-line training and seminars. Dr. Zonfrilli-Lang indicated that Council members can access the training on their own time in an effort to directly benefit the residents through better-informed decision-making.

Dr. Zonfrilli-Lang reported that, as it relates to fiscal oversight, she is working on a multiyear reconciliation. DCED did offer us a penalty extension to the end of the month. Over the next couple of months with budget season coming up, Dr. Zonfrilli-Lang stated, she looks forward to engaging with Council relative to budget preparations and is hopeful to create some innovative ways for the public to participate, whether it is through some online surveys, public hearings, education nights, etc. Dr. Zonfrilli-Lang would also like to do some community engagement via a summer open house so that the public can meet the new Borough Manager, along with the elected officials. This will serve as a platform for residents to ask questions and directly engage with their local government officials. In addition, Dr. Zonfrilli-Lang stated, with the launch of the Facebook page, we will use that page to highlight community events as well.

Dr. Zonfrilli-Lang mentioned that, concerning the budgetary process, she will be planning some budget workshops in early to mid-summer so that everyone is working together on the budget. Mr. Scarton pointed out that the workshops will be very beneficial.

#### B. Solicitor

Dr. Zonfrilli-Lang stated that we do not have a Solicitor's report for this evening's meeting. The new Borough Solicitor is in the process of gathering documentation from Attorney Emerick and taking care of some high-level litigation for the Borough. A Solicitor's report will be available for the next meeting.

#### C. Police Chief

Dr. Zonfrilli-Lang noted that Chief Rosamilia was unable to attend this evening's meeting; however, his report was included in the Council packet for this evening's meeting.

#### D. Engineer

As it relates to the Phase 4 lighting project, Mr. Shura reported that final restoration should be completed this month or next month. A change order is being requested for the contractor to purchase and install glare shields on the lights in the Park as well as the installation of a timer on the controls. Dr. Zonfrilli-Lang stated that there is a motion on the agenda for later in the meeting to approve this change order.

As it relates to the Phase 5 project, Mr. Shura informed Council that one easement is still outstanding. He has been unable to speak with anyone from the property owner. In order to move the project forward, Mr. Shura pointed out, he believes the best course of action would be to condemn the easement area; and he has provided information to the Borough Manager and Solicitor for this purpose. Dr. Zonfrilli-Lang stated that there is a motion on the agenda for later in the meeting to take action on this item. Mr. Shura stated that the HOP is ready to be issued by PennDOT; however, the permit cannot be issued until the Borough is registered with

ECMS, to which Dr. Zonfrilli-Lang replied that she would address this. Mr. Shura stated that he would request that the Borough provide the Engineer with authorization to bid the project following the issuance of the HOP in order to avoid any delays in the project by waiting until the next meeting. If the permit is issued, we could advertise on April 9 and open bids at the May 4 meeting.

As it relates to the Blair Street truck restrictions, Mr. Shura reported that the engineering study has been completed and is being reviewed internally. He stated that he provided a letter to Dr. Zonfrilli-Lang for signature to be sent to Penn DOT requesting permission for the installation of signage on Main Street to direct trucks going to Leman's to turn on South Railroad Avenue. Mr. Shura commented that we will have to look into how we can work with Google maps on this change as well. Once the letter is sent to PennDOT, Mr. Shura stated, the Engineer will finalize the report and will be ready to have an Ordinance prepared by the Solicitor.

#### E. Public Works Director

Mr. Steberger stated that a copy of his report was provided in the meeting packet; and he asked if anyone had any questions.

Mayor Fox questioned if the Park is part of the street sweeping program, to which Mr. Steberger replied that the Park is usually swept twice a year; i.e., once before the pool opens Memorial Day weekend, and then once before Summerfest.

Mr. Cadwallader questioned the condition of the area where the recycle bins are located, to which Mr. Steberger replied that Cambria County Solid Waste is to take care of that area. He noted that he did have Mr. Layo clean up the area today. Mr. Steberger commented that he will be contacting Solid Waste because the dumpsters are starting to encroach on the neighboring property.

~~As it relates to the gas company project, Mr. Steberger reported that the project is in the recovery stage currently and they are doing the sidewalk repairs. Mr. Steberger talked with the superintendent of the gas company and the contractor doing the work and he explained the Ordinance relative to sidewalks; and they are aware of the Ordinance and are doing everything according to the Ordinance. This week or next week they will be basing the trench coming up Main Street to bring it up to level, and hopefully it holds until the State paves in 2027. Mr. Cadwallader questioned if we will have problems with the base being porous and water getting in, to which Mr. Steberger replied that the base that was put in the arch is holding up, but what is underneath is not. Mr. Steberger commented that he did talk to PennDOT in Ebensburg; and they assured him that once they can get hot patch, they will come in and repair it better. In 2027, they will be milling and repaving Main Street. Mr. Steberger noted that this matter was discussed at the last Council meeting concerning PennDOT working on the base/substructure underneath and it was felt that we should perhaps get the politicians involved as well. Dr. Zonfrilli-Lang stated that she did speak with the Regional Director from PennDOT; and he assured her that over the next couple of weeks they would be in to patch the area.~~

Concerning the Kuharchik Construction traffic light maintenance agreement, Mr. Steberger stated that the agreement did not include marking one calls for the loops in the road. There are two that are damaged on Main Street and are not working. Kuharchik talked about changing those to radar and is working on an estimate for Mr. Steberger, which will be forthcoming. In the meantime, Mr. Steberger pointed out, we did receive a charge from

Kuharchik for \$576.73, which was included in the bills to be paid for this meeting. Mr. Steberger stated that he did register another one call and Kuharchik was notified and agreed to deduct some of the hours from the bill. Mr. Steberger indicated that when Kuharchik comes out to remark, he will be present so that he can then take care of the markings and will not have to call Kuharchik out for these one calls.

Mr. Steberger reported that he had to order a rebuilt rotary coupler from JLG (\$1,560). This is the main hydraulic coupler that swivels the machine; and all of the hydraulic lines hook to this. You cannot just rebuild it with the regular o-ring kit because it is specialized; and you cannot run the machine without it. Mr. Cadwallader questioned if we will have to have it re-inspected, to which Mr. Steberger replied that every year it has to be inspected.

## **VII. CORRESPONDENCE**

Dr. Zonfrilli-Lang reported that the following Correspondence was received:

- EADS group Project Letter – Rehabilitate 27,000 ft. of sanitary sewer mainline, laterals, and appurtenances in Ward 2. Letter included in the Council packet.
- Audit Engagement Letter – As mandated by 72 P.S. Section 403 of the Fiscal Code, a compliance audit of the Borough of Portage’s Liquid Fuels Tax Fund, is required to be done for January 1, 2023 to December 31, 2024. This letter is being distributed to Council per the Fiscal Code requirements.

## **VIII. CITIZENS INPUT ON AGENDA ITEMS**

Dr. Zonfrilli-Lang acknowledged those participating on-line and asked if they had any input, to which they did not.

Dr. Zonfrilli-Lang recognized Gary Vaughn, Sr. Mr. Vaughn stated that he spoke with Representative Rigby recently; and his main concern was the craters below and above the tunnel. He questioned Representative Rigby regarding the tunnel and also asked about the railroad itself because he was told that it is a right of way for the railroad and we cannot touch it. Representative Rigby stated that he was not sure but that he would check into it and get back to Mr. Vaughn. Representative Rigby called Mr. Vaughn back today and said this was the case; and the reason it is the case is because the railroad will not allow PennDOT to do work there if their flaggers are the ones flagging traffic and their flaggers are in Arkansas. Representative Rigby suggested that our Manager, the Public Works Director, and anyone else get in touch with the regional PennDOT and the railroad and express concern that if things do not get better down there, they may be subject to certain repair bills for people’s cars. Mr. Vaughn commented that this morning at 5:00 a.m. as he was going down Main Street, there was a car coming through the tunnel flashing its lights, so he did slow down a bit; and on the right-hand side, there was also a gentleman pushing someone in a wheelchair. This could have been a very bad situation for everyone.

Mr. Vaughn commented that there was some information in the packet regarding sewer lines; and to be honest, there was a lot he did not understand, but some of it had to do with connecting people that currently have their own septic system in the Township. Mr. Cadwallader stated that there is nothing in the Borough with septic. Mr. Vaughn questioned if this means the Sewer will have to run lines clear to the people’s homes, to which Mayor Fox replied affirmatively. Mr. Cadwallader pointed out that it would be the lateral that would be run

to the property line and then the resident would be responsible from the property line into the house. He commented that the Ordinance is different in the Township than the Borough (Borough Ordinance only goes to the foundation and not inside any longer).

Mr. Vaughn stated that he noticed on the Engineer's Report something about a sidewalk and condemnation; and he questioned if we are taking a property by eminent domain. Mr. Shura responded that for the Portage Service Center property, PennDOT widened the roadway years ago, so there are places where the sidewalk is not entirely within the right of way. For the sidewalk project, there were five properties total where we needed one foot of additional width to construct the sidewalk. Mr. Shura commented that, with the Portage Service Center, we are dealing with an out-of-state entity where we have not received a response. Mr. Vaughn stated that the verbiage just confused him, to which Mr. Shura replied that for whatever purpose you are trying to take a piece of property, the term condemnation is used.

Mr. Vaughn questioned the item on the agenda for the payment for the fire hydrants and whether Council had changed its mind since the last meeting, to which Dr. Zonfrilli-Lang replied that this item is on the agenda for open comment. Mr. Vaughn stated that the way he read the motion is that it says "in good faith" and he does not have good faith in the Water Authority so he feels that if the Borough pays the fees before the Water Authority does what Council has asked them to do, it takes away our leverage. Dr. Zonfrilli-Lang stated that, if we do not pay it and they shut the water off, we would not be able to fight a fire. Mr. Vaughn questioned if the Water Authority does not have a requirement for providing fire protection for the Borough, to which Dr. Zonfrilli-Lang replied that they do not. She explained that the Borough has a duty to provide the service of public safety; and the Water Authority just has to supply the water. Dr. Zonfrilli-Lang's thought is that, we, as a Borough, are required to pay the Water Authority the fees in order for the Borough to provide a service to the public; and once the fees are paid, the burden for the Water Authority is to provide the water. Mr. Vaughn commented that it is the burden of the Water Authority to have fire hydrants that work. Dr. Zonfrilli-Lang noted that, if we do not pay the fees and the fire hydrants do not work, then this would be unfortunate. Mr. Vaughn stated that this is another reason why the Water Authority should be under the Council because they just want to do what they want to do; and Council says there is nothing they can do about this. Mr. Vaughn commented that he has been told that there is something that Council can do about it because they could revoke their Charter; and the big comment by Council was they did not want to take on the Water Authority's debt.

Dr. Zonfrilli-Lang noted that, since this is a public discussion, would the public want the Borough to pay the fees and then put the burden of water service on the Water Authority, or does the public want the Borough to withhold paying the fees and then have the water shut off and we cannot fight a fire. Mr. Vaughn indicated that in certain places now you cannot fight a fire because of the hydrants that do not work. Dr. Zonfrilli-Lang commented that if we pay the fees, the Water Authority is required to ensure the hydrants are working and would be liable. Mr. Vaughn stated that, as it stands now, he is glad that his insurance company has not caught wind of this because his rates would skyrocket if they find out there are hydrants in the Borough that would not take care of his property if it catches fire. Mr. Cadwallader explained that the fire company does an ISO rating annually, which goes to the insurance company. He stated that the fire company wanted to paint the hydrants various colors based on the flow rating and he did not want this because he was not comfortable with the flow ratings.

Dr. Zonfrilli-Lang recognized Mr. Hershberger. Mr. Hershberger stated that he lives at the corner of Gillespie Avenue and Cambria Street; and during the recent wind storms, he had shingles, tar paper and other debris blown onto his property from the former Petney Sign

building at 705 Cambria Street. In addition, the chimney from the Petney property is leaning toward Mr. Hershberger's property; and if it comes down, it will go through Mr. Petney's house. You can also see the holes in the roof of the Petney property. Mr. Hershberger pointed out that he has six grandchildren who play in his yard, and he fears for their safety. Mr. Hershberger stated that he has been mentioning his concerns for about five years and nothing has been done about it. Mr. Steberger noted that, after talking with Mr. Hershberger recently and receiving photos of the property, he did talk with Chief Rosamilia who is attempting to get in touch with the owner of the property. Chief Rosamilia, when unable to reach the owner by telephone, did send the property owner a registered letter. Mr. Hershberger stated that when the property owner was to attend a hearing last year regarding the property, he did not show up. Mr. Scarton indicated that we do have to address the chimney issue as soon as possible. Dr. Zonfrilli-Lang asked that Mr. Hershberger provide his contact information; and she would talk with Chief Rosamilia regarding this matter.

Dr. Zonfrilli-Lang recognized Mr. Schoenfeld, who stated he had nothing to share.

**IX. MINUTES OF PREVIOUS MEETINGS**

ON MOTION OF MR. HARRISON, SECONDED BY MR. SLEBODNICK, COUNCIL UNANIMOUSLY APPROVED THE MINUTES OF THE MARCH 16, 2026 MEETING AS PRESENTED. MOTION CARRIED 5-0.

**X. MOTIONS**

**A. Treasurer's Report**

ON MOTION OF MR. HARRISON, SECONDED BY MR. SLEBODNICK, COUNCIL UNANIMOUSLY APPROVED THE TREASURER'S REPORT AS PRESENTED, WITH TOTAL REVENUE OF \$118,579.85. VIA ROLL CALL VOTE, MOTION CARRIED 5-0.

**B. Bills to be Paid**

As it relates to the bills to be paid, Mr. Scarton questioned if we have signed the Comcast franchise agreement, to which Dr. Zonfrilli-Lang replied that this matter will be on the April 20, 2026 meeting agenda for discussion. She stated that she did discuss the inclusion of the Park in the franchise agreement with the Comcast representatives, who stated that this might not be possible being that the Park is not a department of the Borough. More information will be provided at the April 20 Council meeting.

ON MOTION OF MR. SLEBODNICK, SECONDED BY MR. HARRISON, COUNCIL UNANIMOUSLY APPROVED THE BILLS TO BE PAID IN THE AMOUNT OF \$23,749.00 AS PRESENTED. VIA ROLL CALL VOTE, MOTION CARRIED 5-0.

**C. Minutes/Reports**

ON MOTION OF MR. SLEBODNICK, SECONDED BY MR. SCARTON, COUNCIL UNANIMOUSLY ACCEPTED THE REPORT FROM THE CAMBRIA

COUNTY BUILDING CODE ENFORCEMENT AGENCY EXECUTIVE BOARD  
OF MARCH 11, 2026 AS PRESENTED. MOTION CARRIED 5-0.

D. Deputy Director of Public Works

Will be tabled until the April 20, 2026 meeting.

E. Appointment and Compensation for Deputy Director of Public Works

Will be tabled until the April 20, 2026 meeting. If a vote is taken this evening, Mr. Cadwallader would need to abstain from voting, thus not allowing for a quorum to be present.

ON MOTION OF MR. SLEBODNICK, SECONDED BY MR. SCARTON, COUNCIL UNANIMOUSLY AGREED TO TABLE ACTION ON THE APPOINTMENT AND COMPENSATION OF THE DEPUTY DIRECTOR OF PUBLIC WORKS UNTIL THE APRIL 20, 2026 MEETING. MOTION CARRIED 5-0.

F. Fire Hydrant Fees

Dr. Zonfrilli-Lang stated that this matter was discussed briefly earlier in the meeting; and it will probably remain on the agenda indefinitely so that there is open discussion. She noted that the Borough has the burden to provide public safety, which includes the police and fire protection; and the Water Authority was created by the Borough and has the burden to provide water services. If the Borough does not pay the hydrant fees, Dr. Zonfrilli-Lang noted, and the water is shut off, we would be unable to get the water to the hydrants. Mr. Slebodnick questioned if this matter should perhaps be tabled until the next meeting when more Council members are present, to which Dr. Zonfrilli-Lang responded that what she does not want to see happen is the water shut off and someone's house is lost because there was no water to the hydrant. If the Borough pays the hydrant fees, we are transferring the burden to the Water Authority to ensure the hydrants are working. Mr. Cadwallader stated that the Borough had asked several times for a 10-year plan on what the Water Authority was planning, as well as the flow tests for the hydrants, and no response was received. Mr. Vaughn commented that he agrees that the Borough should pay its bills; however, if the hydrant fees are paid, what kind of energy will the Water Authority put in to meeting the Borough's request. Dr. Zonfrilli-Lang shared some of the comments made to her by the Water Authority regarding some of the challenges that the Authority is facing as it relates to the flow testing, storm water management, etc.

Mr. Vaughn questioned how long it has been since the hydrant fees have not been paid, to which Dr. Zonfrilli-Lang replied that the Water Authority agreed to write off the unpaid fees for 2024 and agreed to only request the fees for 2025 of \$13,162.68. Mayor Fox pointed out that everyone has to realize that the system was built in 1939 and will not get fixed overnight without spending millions of dollars. He noted that Council had requested that the Water Authority assure Council that they were doing the yearly maintenance at a minimum. Mayor Fox noted that we are not going to be able to fix the system by withholding the \$13,000. If the Water Authority cannot provide documentation from 2025 relative to maintenance on the hydrants, they should have started documenting when the information was requested. If we withhold the fees, it is going to turn into a battle of whether we get fire coverage or no fire coverage or no hydrants; and whatever it takes for the Borough to do to ensure there is water in the hydrants at a minimum is what needs to be done. Mayor Fox indicated that perhaps we have to rethink

what we are requesting from the Water Authority and request the documentation from 2025 or show us that they are implementing updated maintenance. He noted that the concern is really about maintenance and not fixing water flow. Mayor Fox stated that, if the Borough was arguing a cost of \$300,000 per year for maintenance and replacement of the hydrants, it would be different, but they are only charging the Borough \$600 per month.

Dr. Zonfrilli-Lang informed Council that we received a delinquency notice today from the Water Authority stating that if the fees were not paid, the service would be terminated effective April 15, 2026. Mr. Cadwallader stated that he agreed with Mayor Fox's comments; however, he is looking out for the Fire Department and the residents of Portage. Ms. Kinley stated that we never paid the hydrant fees per se in the past because it was used as an in-kind fee by providing services to the residents of Portage. The Borough always technically paid the fee but it was just not a monetary value. Ms. Kinley stated that to her it is asinine to pit the Water Authority against the Borough over \$13,000 because we need the fire protection and it should be paid.

Dr. Zonfrilli-Lang stated that, as the Borough Manager, she believes payment of the hydrant fees is the right thing to do. She provided kudos to the Water Authority for addressing the water leak at the Housing Authority location. Dr. Zonfrilli-Lang noted that Mr. Gouse has been very cooperative with her in all areas; and it is really time to move forward. Mr. Scarton stated that the next Council meeting is not until April 20, so action would need to be taken tonight because the water termination date is April 15.

ON MOTION OF MR. SLEBODNICK, SECONDED BY MR. SCARTON, COUNCIL UNANIMOUSLY APPROVED THE PAYMENT OF THE HYDRANT FEES IN THE AMOUNT OF \$13,162.68. VIA A ROLL CALL VOTE, MOTION CARRIED 5-0.

Mr. Cadwallader pointed out that it should be stated as well that Council is requesting all of the documentation relative to the maintenance of the hydrants. Mayor Fox suggested that this item remain on the agenda for the next meeting to include an update of where we are with what the Borough requested of the Water Authority. Mr. Cadwallader indicated that, with the project that is being done currently, once all of the new hydrants are installed, the flow testing can take place. All of the new hydrants being installed are currently bagged.

#### G. Change Order Request

ON MOTION OF MR. SLEBODNICK, SECONDED BY MR. HARRISON, COUNCIL UNANIMOUSLY APPROVED THE CHANGE ORDER REQUEST FROM BRIAN SHURA, STIFFLER & McGRAW FOR THE PEDESTRIAN CORRIDOR ENHANCEMENTS – REMAINING PHASES PROJECT IN THE AMOUNT OF \$4,876.00. THE MOTION SPECIFICALLY PERTAINS TO PHASE 4 (JOHNSON AVENUE AND CRICHTON McCORMICK PARK) AND AUTHORIZES THE CONTRACTOR TO PURCHASE AND INSTALL GLARE SHIELDS ON THE PARK LIGHTS AND INSTALL A TIMER ON THE CONTROLS. THE ORIGINAL PRICE OF THE PROJECT WAS \$179,375.74; AND THE NEW PRICE IS \$184,251.74. VIA A ROLL CALL VOTE, MOTION CARRIED 5-0.

#### H. Condemnation of Remaining Easement

ON MOTION OF MR. HARRISON, SECONDED BY MR. SLEBODNICK, COUNCIL UNANIMOUSLY AUTHORIZED THE CONDEMNATION OF THE REMAINING EASEMENT REQUIRED FOR PHASE 5 OF THE PEDESTRIAN CORRIDOR ENHANCEMENTS PROJECT, PROVIDED THAT ALL NECESSARY LEGAL DOCUMENTS ARE PREPARED AND FINALIZED BY THE BOROUGH SOLICITOR. MOTION CARRIED 5-0.

I. Advertise to Bid

ON MOTION OF MR. SLEBODNICK, SECONDED BY MR. SCARTON, COUNCIL UNANIMOUSLY AUTHORIZED THE BOROUGH MANAGER TO ADVERTISE FOR BIDS FOR THE PHASE 5 PROJECT, CONTINGENT UPON THE COMPLETION OF ALL REQUIRED PREPARATORY DOCUMENTS AND REGULATORY APPROVALS. MOTION CARRIED 5-0.

J. Donation to Summerfest

ON MOTION OF MR. SLEBODNICK, SECONDED BY MR. SCARTON, COUNCIL UNANIMOUSLY APPROVED THE DONATION OF \$500.00 TO THE SUMMERFEST EVENT TAKING PLACE AT CRICHTON McCORMICK PARK ON AUGUST 7-9, 2026. VIA A ROLL CALL VOTE, MOTION CARRIED 5-0.

K. Fence Variance Public Hearing – Billings (904 Gillespie Avenue)

ON MOTION OF MR. SLEBODNICK, SECONDED BY MR. HARRISON, COUNCIL UNANIMOUSLY APPROVED THE SCHEDULING OF A PUBLIC HEARING FOR APRIL 20, 2026 AT 6:00 PM TO BE HELD IN THE PORTAGE BOROUGH COUNCIL CHAMBERS. MOTION CARRIED 5-0.

L. Fence Variance Public Hearing – Rummel (622 Orchard Street)

ON MOTION OF MR. SCARTON, SECONDED BY MR. HARRISON, COUNCIL UNANIMOUSLY APPROVED THE SCHEDULING OF A PUBLIC HEARING FOR APRIL 20, 2026 AT 6:15 PM TO BE HELD IN THE PORTAGE BOROUGH COUNCIL CHAMBERS. MOTION CARRIED 5-0.

It was noted that the fence Ordinance, along with a number of other Ordinances, may have to be revised/updated.

**XI. UNFINISHED BUSINESS**

A. Borough Building Roof

No update.

B. Parking Behind Borough Building

Dr. Zonfrilli-Lang noted that a copy of the letter that went out to the residents/business owners was shared on the Facebook page and was hand-delivered by Chief Rosamilia and Mr. Steberger. We would like to update the Ordinance after receiving input from the

residents/business owners. Comments from the residents/business owners was requested by April 15.

C. Comcast Franchise Agreement

Dr. Zonfrilli-Lang stated that this matter will be included on the April 20 meeting agenda for discussion.

XII. BUILDINGS

There were no updates on any of the buildings.

XIII. NEW BUSINESS

A. Street Excavation Ordinance

Mr. Steberger apprised Council that the street excavation Ordinance was revised approximately two years ago. The former Ordinance did include a section that addressed construction in the winter on Borough streets between November 1 – March 1; and during the revisions, this section of the Ordinance was stricken. This year, Mr. Steberger stated, there was a lot of road construction going on via the gas company; and the contractor did its best to keep the roads in good order. However, the condition of the roads at times during plowing caused some minor damage to the plows. Therefore, Mr. Steberger would like to suggest that the section of the Ordinance that was stricken be re-introduced and placed back in the Ordinance so that the Public Works Department can ensure the safety of the roads and maintain the roadways more efficiently in the winter months. Mr. Shura stated that, if this section is placed back in the Ordinance, you can allow for variances in the winter for emergencies. Dr. Zonfrilli-Lang stated that this matter will be kept on the agenda for the next meeting for further discussion.

B. Pending Litigation

Dr. Zonfrilli-Lang reminded the public of the ongoing litigation. She stated that the Borough no longer has Attorney Emerick as its Solicitor. When she came on Board as Borough Manager, she was told there was a personal defamatory remark made on Facebook against the Police Chief. As an individual, whether the Police Chief or anyone else, you would feel slighted by this. She noted that it is difficult when you are in an elected position or are working for a municipality to try to separate the public perception from you as an individual. Dr. Zonfrilli-Lang pointed out that, when this was brought to the Borough, people were upset with the comment; and what should have originally happened is that the moderator should have been approached about removing the post. Somewhere along the line in conveying that to the former Solicitor, it ended up in a lawsuit that the Borough did not want to be in. Dr. Zonfrilli-Lang indicated that she was not with the Borough when this occurred, but since the former Solicitor is no longer with us, the Borough should have been provided with better legal advice on how to approach this issue. She stated that, via our new Solicitor, we are working through training to educate Council and staff on being transparent and good stewards of public funds.

Mayor Fox stated that, at the time, he did vote to pursue the litigation, but he made the decision because you must stand behind an employee who you feel has been legally wronged. Council was attempting at the time to protect the Borough and its employees. Mayor Fox noted that he wishes we would have done things differently at the time. Mr. Hershberger commented that

he is not on Facebook, but listening to the public talk about this, there are two cases that they found out about in Blair County that the Police Chief had charges filed against him from people in Blair County that have not yet been dismissed. Dr. Zonfrilli-Lang indicated that nothing has been given to her regarding this; however, if something is given to her, it would be a closed personnel investigation. She emphasized that the Borough takes its staff very seriously and everyone is subject to a background check.

**XIV. CITIZENS INPUT ON NON-AGENDA ITEMS**

Mr. Vaughn stated that in the near future, he will be requesting the financials for all of the grants that have been submitted and approved and that the Borough has been working on. Mr. Vaughn thanked Dr. Zonfrilli-Lang for her efforts with the water leak issue on Lincoln Drive. Mr. Vaughn questioned the status of the Johnstown Housing Authority issue, to which Dr. Zonfrilli-Lang responded that she has sent several emails; and the Borough Solicitor has also sent correspondence and is awaiting a response.

**XV. GOOD OF THE BOROUGH**

Mr. Scarton reported that this past week the Women's Club held their annual Easter Egg hunt at the Park and it was well attended.

Mr. Steberger stated that tomorrow we will have a new street sweeper demonstration at the Township building; and he invited any Council members interested to attend.

Mr. Cadwallader stated that, with the 250<sup>th</sup> anniversary discussions, we need to get with the Fire Company and get the arch cleaned up. Mr. Steberger stated that work could be done in the evening when there is less traffic. Mr. Slobodnick questioned if we will have to do anything with the State since we would be blocking the street, to which Mr. Steberger replied that he would contact the State. Mr. Scarton commented that there are other things that we as a Borough could do to advertise the 250<sup>th</sup> anniversary, with perhaps some type of flag. Mr. Vaughn stated that he liked the idea of a time capsule that has been discussed.

**XVI. ADJOURNMENT**

ON MOTION OF MR. SLEBODNICK, SECONDED BY MR. HARRISON,  
COUNCIL UNANIMOUSLY AGREED TO ADJOURN THE MEETING AT 8:15  
P.M. MOTION CARRIED 5-0.

Respectfully submitted,

Sharon Squillario  
Recording Secretary

Portage Borough  
Deposit Detail  
April 7 - 17, 2026

Type	Date	Name	Account	Amount
Deposit	04/08/2026		100.000 · Sweep Account/GF Chec	1,534.86
		Peoples Natural Gas	362.420 · Sidewalk/Street Permits	-350.00
		Weber Property Services	362.420 · Sidewalk/Street Permits	-50.00
		Municipal Authority of Portage	383.001 · Miscellaneous Income	-1,134.86
				<u>-1,534.86</u>
		TOTAL		
Deposit	04/16/2026		100.000 · Sweep Account/GF Chec	18,868.35
		David Layo	301.100 · Current Real Estate Taxes	-11,764.31
		David Layo	301.100 · Current Real Estate Taxes	-6,744.04
		Home Genius Exteriors	321.600 · Soliciting Permit	-360.00
				<u>-18,868.35</u>
		TOTAL		

Portage Borough  
 Unpaid Bills Detail  
 As of April 20, 2026

	Type	Date	Num	Due Date	Open Balance
1st Summit Bank					
Total 1st Summit Bank	Bill	4/20/2026	2140	4/20/2026	<u>2905.01</u>
Aflac					2905.01
Total Aflac	Bill	4/20/2026	532645	4/20/2026	<u>218.26</u>
EMC Insurance Companies					218.26
Total EMC Insurance Companies	Bill	04/10/2026	7003087869	04/20/2026	<u>3,655.22</u>
Gabriel Fera PC					3,655.22
Total Gabriel Fera PC	Bill	04/09/2026	2786	04/20/2026	<u>6,884.58</u>
Mainline Newspapers					6,884.58
Total Mainline Newspapers	Bill	04/09/2026	0013328	04/20/2026	<u>38.00</u>
Martin Oil Company	Bill	04/09/2026	4719	04/20/2026	<u>363.00</u>
Total Martin Oil Company	Bill	04/09/2026	11460003	04/20/2026	<u>401.00</u>
Matthew Bender & Co., Inc.					806.33
Total Matthew Bender & Co., Inc.	Bill	04/20/2026	48925632	04/20/2026	<u>806.33</u>
MEIT					405.31
Total MEIT	Bill	04/20/2026	20260414339	04/20/2026	<u>69.00</u>
Municipal Employers Insurance Trust					69.00
Total Municipal Employers Insurance Trust	Bill Pmt -Check	01/20/2025	27554		<u>-110.00</u>
PA Municipal, Inc.					-110.00

Portage Borough  
 Unpaid Bills Detail  
 As of April 20, 2026

Type	Date	Num	Due Date	Open Balance
Bill	04/09/2026	6237719	04/20/2026	<u>90.65</u>
Total PA Municipal, Inc.				
Bill	04/09/2026	1154000	04/20/2026	<u>15.30</u>
PA One Call System, Inc.				
Total PA One Call System, Inc.				
Bill	04/09/2026	100010783858	04/20/2026	417.70
Bill	04/09/2026	100050366390	04/20/2026	82.93
Bill	04/09/2026	100083809721	04/20/2026	<u>32.15</u>
Total Penelec				
Portage Area Summerfest				
Bill	04/09/2026	2026	04/20/2026	<u>500.00</u>
Total Portage Area Summerfest				
Bill	04/09/2026	313702	04/20/2026	<u>13,549.00</u>
Total Pro Disposal				
Smith Motor Sales				
Bill	04/09/2026	Fuel Filter	04/20/2026	<u>29.50</u>
Total Smith Motor Sales				
Stagers Distributing Company				
Bill	04/09/2026	334637	04/20/2026	<u>482.55</u>
Total Stagers Distributing Company				
State Workers Insurance Fund				
Bill	04/09/2026	05982802	04/20/2026	<u>984.00</u>
Total State Workers Insurance Fund				
Unifirst				
Bill	04/09/2026	1230291702	04/20/2026	<u>85.25</u>
Total Unifirst				
Verizon				

Portage Borough  
 Unpaid Bills Detail  
 As of April 20, 2026

Type	Date	Num	Due Date	Open Balance
Bill	04/09/2026	6139653403	04/20/2026	470.08
				<u>470.08</u>
Bill	04/09/2026	11810058	04/20/2026	117.04
				<u>117.04</u>
				<u>32,090.86</u>

Total Verizon  
 WEX Bank

Total WEX Bank

Portage Borough Liquid Fuels Account  
Unpaid Bills Detail  
As of April 20, 2026

Type	Date	Num	Due Date	Open Balance
New Enterprise Stone & Lime				
Bill	04/09/2026	8775516	04/20/2026	499.36
Total New Enterprise Stone & Lime				
				499.36
Penelec				
Bill	04/09/2026	100010783858	04/20/2026	417.70
Bill	04/09/2026	100077894028	04/20/2026	69.38
Bill	04/09/2026	100147889966	04/20/2026	110.24
Bill	04/09/2026	100009896240	04/20/2026	66.99
Bill	04/09/2026	100147889974	04/20/2026	140.33
Bill	04/09/2026	100147889982	04/20/2026	199.50
Total Penelec				1,004.14
Snyder Excavating LLC				
Bill	04/09/2026	41969	04/20/2026	165.31
Total Snyder Excavating LLC				165.31
TOTAL				1,668.81

**CABLE FRANCHISE AGREEMENT**

**BETWEEN**

**BOROUGH OF PORTAGE**

**AND**

**COMCAST OF COLORADO/PENNSYLVANIA/WEST VIRGINIA, LLC.**

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**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.

Borough of Portage (Cambria County), PA-2

#### **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 REVOCATION**

(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: \_\_\_\_\_

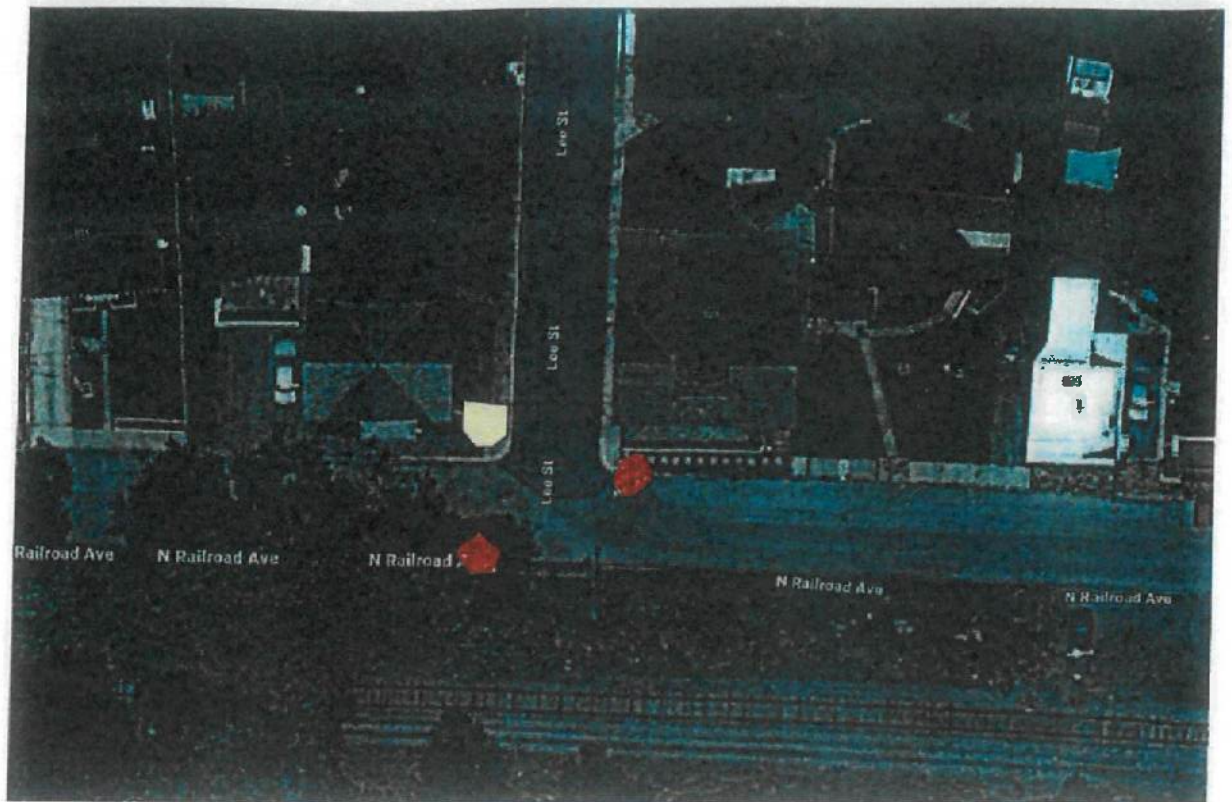
EXHIBIT A  
LOCATIONS FOR CABLE TELEVISION SERVICE

Borough of Portage  
721 Main Street  
Portage, PA 15946

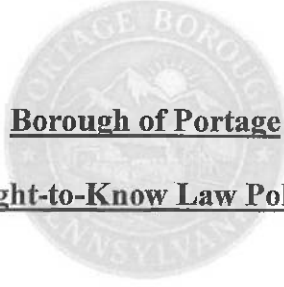
Borough of Portage Police Department  
721 Main Street  
Portage, PA 15946

Portage Volunteer Fire Department  
721 Main Street  
Portage, PA 15946

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



STOP SIGN PROPOSAL AT LEE ST & N. RAILROAD AVE  
RED IS PROPOSED NEW INSTALL OF 2 SIGNS  
YELLOW IS CURRENT STOP SIGN



**Borough of Portage**

**Right-to-Know Law Policy**

**General**

Public records shall be available for inspection, retrieval, and duplication at the Borough's office during normal business hours. In accordance with the Pennsylvania Right-to-Know Law ("RTKL"), all records maintained by the Borough are public records, unless the records are (a) specifically exempted by Section 708 of the RTKL, (b) exempted by another state or federal law, and/or (c) exempted by a judicial decree or order. Access to records that are considered judicial records under the law will be limited to financial records in accordance with law.

**Requesting Public Information**

Requests shall be made in writing to the Borough's Open Records Officer on the Pennsylvania Office of Open Records' Standard Right-to-Know Request Form. While the Borough may fulfill anonymous or verbal requests for information at its discretion, relief and remedies under the RTKL are available only to persons submitting a written request for information. The contact information for the Borough's Open Records Officer is:

[Name] Dr. Makayla (MK) Zonfrilli-Lang  
[Address] 721 Main Street, Portage, PA  
[Email] [mklang@portageboropa.gov](mailto:mklang@portageboropa.gov)  
[Phone Number] 814-979-3616

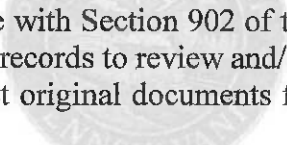
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**Fees**

Fees imposed by the Borough in relation to the RTKL shall be in accordance with the Pennsylvania Office of Open Records current fee schedule. Paper copies shall be \$0.25 per page per side for black and white copies up to the first 1,000 pages and \$0.20 beyond 1,000 pages. The fee is \$0.50 for color copies. The certification of a record is \$5.00 per record. Specialized documents, including but not limited to blueprints, color copies, and nonstandard-sized documents, shall be charged the actual cost of production. The cost for providing records on CD/DVD shall be \$1.00 per disc. If records are provided via flash drive, facsimile, or other media, the actual cost of production will be charged. If mailing is requested, the cost of postage will be charged. All fees must be paid before documents will be released. Prepayment is required if the total fees are estimated to exceed \$100.

**Response**

All requests for information are fulfilled in accordance with the RTKL. The Open Records Officer shall make a good-faith effort to provide the requested public record(s) as promptly as possible and within the RTKL's five (5) business day timeframe. If the Open Records Officer cannot do so within five (5) business days, the Officer is permitted to exercise a thirty (30) day extension upon



notifying the requester, in accordance with Section 902 of the RTKL. The Open Records Officer shall cooperate with those requesting records to review and/or duplicate original documents while taking reasonable measures to protect original documents from the possibility of theft, damage, and/or modification.

If the request is denied, the Open Records Officer will send the requester a letter stating (1) a description of the record(s) requested; (2) the specific reasons for the denial, including a citation of supporting legal authority; (3) contact information for the Open Records Officer; (4) the date of the response; and (5) the procedure to appeal the denial.

### **Appeals Process**

If a written request is denied, the requester has the right to file an appeal in writing to Pennsylvania Office of Open Records, 555 Walnut Street, Suite 605, Harrisburg, PA 17101, or online at [www.openrecords.pa.gov](http://www.openrecords.pa.gov).

Appeals must be filed within fifteen (15) business days of the mailing date of the Open Records Officer's response. Please note that a copy of the requester's original request and the Open Records Officer's denial letter must be included when filing an appeal. The law requires an appeal to include reasons why the requested record is a public record and to address the reasons for denial that the Borough stated in its denial letter.

Visit the Open Records Office website at [www.openrecords.pa.gov](http://www.openrecords.pa.gov) for additional information on filing an appeal.

**RESOLUTION NO. 11-2026 OF 2026  
BOROUGH OF PORTAGE  
CAMBRIA COUNTY, PENNSYLVANIA**

**A RESOLUTION OF THE BOROUGH OF PORTAGE, CAMBRIA COUNTY,  
PENNSYLVANIA TO ESTABLISH AN OPEN PUBLIC COMMENT, RECORDING AND  
STREAMING, AND VISITOR PARTICIPATION POLICY**

**WHEREAS**, the Borough Council is the governing body of the Borough of Portage, a municipal corporation operating under the Home Rule Charter and Optional Plans Law, 53 Pa.C.S.A. § 2901 *et seq.*; and,

**WHEREAS**, the primary purpose of Borough Council meetings is to afford elected officials the opportunity to conduct Borough business set forth in the Agenda; and

**WHEREAS**, Borough Council is committed to the democratic process, individual rights of expression, robust debate, and respect of those with opposing viewpoints; and

**WHEREAS**, Borough Council desires to be a positive model of local government, to seek excellence in public administration, and to hold ourselves to the highest personal standards; and

**WHEREAS**, the purpose of the following Open Public Comment, Recording and Streaming, and Visitor Participation Policy is to assure an orderly framework within which the business of the Borough can be conducted; and

**WHEREAS**, the authority for establishment of this policy is derived from the Home Rule Charter and Optional Plans Law and the Sunshine Act, 65 Pa.C.S.A. § 701 *et seq.* and all amendments thereto; and

**NOW, THEREFORE, BE IT HEREBY RESOLVED** that the Borough of Portage adopts, under Section 710 of the Pennsylvania Sunshine Act, the following policy for public comment, recording and streaming, and visitor participation at public meetings:

**OPEN PUBLIC COMMENT POLICY**

1. Public comment will be scheduled twice on any agenda, the first of which to be scheduled at the beginning of meetings, prior to the Council deliberating or taking official action on any matter. The first public comment period shall be reserved for matters on the agenda for consideration by the Council. The second public comment period shall be for any other

matters relating to general matters of public concern and information for the Council as a whole.

2. Residents and taxpayers of the Borough have the right to comment on matters that are before or of concern to the Council during the public comment portion of all public meetings, subject to a five (5) minute time limit. The President may allocate time among those wishing to speak in order to manage meeting time or grant extensions if the President determines the complexity of the topic warrants it.
3. Residents and taxpayers shall sign a register at the beginning of each meeting indicating name, address, and ward and whether they wish to speak during the first or second comment period, or both.
4. Residents and taxpayers of the Borough wishing to address the Council must provide their addresses on the register for verification of residency and state their name and residency status for the record.
5. It shall not be the normal practice of the Council to give responses or answers to issues or questions raised during the open public comment period, either by the Council members or by employees of the Borough. Any questions or issues raised will be referred to the appropriate individual for review and response. This provision shall not preclude the Council members from responding to questions requiring brief answers or information.
6. The President has the discretion to rule out of order comments that appear disruptive, vulgar, defamatory, or redundant.
7. If, in the judgment of the Council, the period for public comment is unusually long, the atmosphere has become unruly, or the comments become repetitive, the Council may move to close public comment or defer all or portions of the public comment to a subsequent regular meeting or to a work session or an advertised special meeting to be held in advance of the next regular meeting.

### **RECORDING AND STREAMING POLICY**

The Council adopts the following rules for recording and streaming of its public meetings by members of the public:

1. Those persons present at a meeting and intending to record/stream the meeting shall notify the President that they have an active audio or visual recording/streaming device. The President shall notify the public that the meeting is being recorded/streamed.

2. Recording/streaming devices shall be conspicuously placed in the meeting room, in such a position to reasonably record the entire meeting.
3. Such recording/streaming devices shall be operated so as not to interrupt or disrupt the activities of the participants of the meeting or the ability of the public to be seated or to observe a meeting.
4. All recording/streaming devices shall be powered by their own source, preferably handheld, and not mounted to chairs, tables or any objects permanently housed in the meeting room. If the recording device is mounted on a tripod or stand it must be placed in a designated rear corner of the public seating area.
5. Recording/streaming prior to Call to Order, during any recess of the public meeting, and after adjournment is prohibited. No person shall have the right to make public comment without being recorded/streamed if recording devices are present.
6. The Borough will use streaming and recording devices during the council meetings to increase transparency and availability of information to the Public. This will be announced at each meeting.

### VISITOR PARTICIPATION POLICY

1. Any person or non-profit organization wishing to appear before the Council as a part of the regular agenda to present or discuss a topic of general benefit to the Borough, a planned community event, or request a citation of recognition, such as, for example, scout projects, community gatherings, or acknowledgment of local veterans or citizens whose contributions to the community should be recognized, shall deliver to the office of the Borough a written request to be placed on the agenda at least one (1) full week (seven [7] days) prior to the scheduled meeting. Each such request for inclusion as a part of the agenda shall include the following:
  - a. Name and address of person making the request.
  - b. Organization or group, if any, represented.
  - c. Content of information to be presented. If written material is to be passed out, a copy must accompany the request.
  - d. Specific subject or request to be discussed.
2. The President and/or the Borough Manager shall respond in writing to any such agenda item request as to whether the request is granted, the date of the meeting at which time the

presentation may be made, and the place assigned on the agenda. If, in the President's discretion, the request is denied, the item may still be presented as part of the second public comment period at a meeting. In the event a question should arise in regard to the President's discretion in denying such an agenda item request, the matter shall be referred to the entire Council for decision.

**ADOPTED** on this \_\_\_\_ day of \_\_\_\_\_, 2026, at a duly advertised regular meeting of the Council of the Borough of Portage.

**BOROUGH OF PORTAGE**

\_\_\_\_\_  
George Wozniak, Council President

**ATTEST:**

\_\_\_\_\_  
Jessi Carney, Secretary

**§ 501. CERTAIN SPECIFIC ACTION REQUIRING AN ORDINANCE.**

In addition to any other actions required by law or by this Charter to be taken by ordinance, those actions of the Borough Council shall be by ordinance which:

- A. Establish, alter or abolish any Borough department, office or agency and related regulator procedures for each.
  - B. Provide for a fine or other penalty or establish a rule or regulation for violation of which a fine or other penalty is imposed.
  - C. Adopt or amend a code establishing a personnel policy for the Borough.
  - D. Adopt an ordinance for the conveyance or sale of any lands of the Borough.
  - E. Amend or repeal any ordinance previously adopted.
  - F. Establish salaries or wages, hours or benefits of any employees or appointees of the Borough.
  - G. Adopt or amend an Administrative Code.
  - H. Adopt (§ 1406) or modify (§ 1407) the Borough budget.
  - I. To create and maintain a separate capital reserve fund for any anticipated legal capital expenditures, which fund shall be designated for a specific purpose or purposes at the time of its creation. The money in the fund shall be used, from time to time, for the construction, purchase or replacement of or addition to municipal buildings, equipment, machinery, motor vehicles or other capital assets of the Borough as specified at the time of the creation of the fund and for no other purpose. Provided, that it may be used for capital expenditure other than the purpose or purposes specified at the time it was created if Borough Council, by five votes, shall declare that the original purpose or purposes have become impracticable, inadvisable or impossible, or that conditions have arisen in the Borough which make other capital expenditures more urgent than those for which the fund was created. The Council may appropriate moneys from the general Borough funds to be paid into the capital reserve fund, or place in the fund any moneys received from the sale, lease or other disposition of any Borough property or from any other source unless received or acquired for a particular purpose. The fund shall be controlled, invested, reinvested and administered and the moneys therein and income from such moneys expended for the specific purpose or purposes for which the fund is created in such manner as may be determined by the Council. The money in the fund, when invested, shall be invested in securities designated by law as legal investments for sinking funds of municipalities.
  - J. Borrow money when deemed necessary for the orderly administration of the business of the Borough.
    - (1) Provision regulating borrowing shall not be applicable to any tax anticipation requirements in accordance with the Unit Debt Act of the Commonwealth of Pennsylvania.
    - (2) Provided, however, if in the opinion of the Borough Manager, a piece (or pieces) of equipment or Borough property (properties) necessary to the preservation of the health and welfare of the Borough is in the state of disrepair and no longer can be repaired for use, the cap on borrowing heretofore stated shall be raised to the amount to allow competitive bidding through ordinary channels.
    - (3) It is further provided that if there are sufficient funds in the capital reserve fund, which is hereby established on behalf of the Borough, and the said fund has sufficient balance to make payment for equipment, then the purchase can be made by use of these funds.
  - K. Enact ordinances pertaining to any other matters not contrary to the laws of the Commonwealth which may appear to Council to be proper.
  - L. Vacate public streets provided, however, that 500% of the adjoining property owners abutting the street shall be required to approve the vacation and they shall be required to sign a waiver of liability for any liability from any damages whatsoever as result of vacation in favor of the Borough.
  - M. Raise or lower the salaries of the Mayor and/or Borough Council at the maximum rate of 25% every four 4 years.
- (Charter, 5/10/1994, § 501)

Account	Account Description	2023		2024		2025		2026 Proposed
		Budget	Actual	Budget	#REF!	Budget	As of 11/30/2025	
<b>Capital Improvement Revenue</b>								
1	350.00 Portage Tax Clearing	\$ 175,000.00	\$ 205,700.33	\$ 175,000.00	\$ 188,748.74	\$ 200,000.00	\$ 184,559.84	\$ 170,000.00
2	350.05 Unappropriated Funds	\$ 737,661.00		\$ 91,522.00		\$ 215,595.00		\$ 132,873.00
3	350.13 PASA Sewer Project Paving		\$ 100,000.00					
4	350.10 Interest Income	\$ 1,500.00	\$ 13,323.78	\$ 5,000.00	\$ 7,069.66	\$ 5,000.00	\$ 19,054.88	\$ 10,000.00
	<b>Total Revenue</b>	<b>\$ 914,161</b>	<b>\$ 319,024.11</b>	<b>\$ 271,522.00</b>	<b>\$ 195,818.40</b>	<b>\$ 420,595.00</b>	<b>\$ 203,614.72</b>	<b>\$ 312,873.00</b>
<b>Capital Improvement Projects</b>								
1	465.01 Blighted Properties							
3	465.08 Main Street Improvements		4,897.11			7,695.00	7,695.00	7,695.00
3	465.23 Crichton McCormick Park Exp	10,000		10,000.00		10,000.00	10,000.00	-
4	465.25 Administration Bldg Roof	60,000		60,000.00		60,000.00	60,000.00	60,000.00
6	465.37 Sign Inventory and Data files	3,000		3,000.00		3,000.00	3,000.00	3,000.00
12	465.51 Mainline Trail Feasibility Study	5,000		5,000.00				-
14	465.56 Phase 4 Sidewalk (CFA MTF)	162,397	234,935.16	162,397.00	(140,315.81)			-
15	465.57 PennDot MTF Phase 5 Sidewalk	90,000		90,000.00		133,108.00	133,108.00	133,108.00
19	465.63 PASA Storm Project Memo	49,830		49,830.00	48,324.54			-
20	465.64 2023 DCNR Grant CMP Lighting, Equip	25,000	3,365.50			107,632.00		-
21	465.65 Lift for Public Works	23,000	2,683.47	11,100.00	11,021.76			-
22	465.66 PennDot Phase 5 Lighting Only	15,000				77,570.00	77,570.00	77,570.00
23	466.06 616 Dulancey Drive Property	12,250	9,426.83	1,400.00	1,300.00	13,000.00	14,000.00	14,000.00
24	466.07 Salt Storage Roof PW							-
	Storm Sewers, Drains							5,000.00
25	466.08 Alley Projects					8,590.00	10,468.12	10,000.00
26	466.09 Blair Street Traffic Study							2,500.00
	<b>Total Expenditures</b>	<b>\$ 914,161.00</b>	<b>\$ 633,735.86</b>	<b>\$ 392,727.00</b>	<b>\$ (79,669.51)</b>	<b>\$ 420,595.00</b>	<b>\$ 315,841.12</b>	<b>\$ 312,873.00</b>

Account	Account Description	2023		2024		2025		2026 Proposed
		Budget	Actual	Budget	#REF!	Budget	As of 11/30/2025	
2025 Fiscal Impact								
350.000	Transfer of .5% earned Income tax into the Capital Improvement Savings Account (t			\$400,000.00			\$	200,000
465.080	Main Street Improvements for include 15'Natural Garland with LED light bar, 18" Red Velour Bow through Display Sales quote						\$	7,695
465.230								
465.250	Admin Bldg Roof with American Roofing. 1/2 cost of \$120,000.00 split with Borough and Fire Dept.						\$	60,000
465.370	Sign Inventory and data files commenced in 2018 with the completion in 2025 with Diamond Maps + annual cost of 500.00						\$	3,000
465.510	The Mainline Trail Feasibility was motioned by Council to remove from the agenda and budgeting in 2025							
465.560	Phase 4 Sidewalk Improvements was completed in 2024.							
465.570	PennDot MTF Phase 5 Sidewalk Project Dulancey Dr to SR 53 both sides/ Total Proj costs \$576,108 with grant request of \$443,000.00 and boro 30% match of \$133,108.00. Engineering/Design in 2025						\$	133,108
465.640	2023 DCED Grant App for CMP for lighting. Project cost-\$355,632. 30% match \$107,632. Grant amount of \$248,000							
465.660	2023 PennDot MTF Phase 5 Sidewalk Lighting. Total Project cost 335,870.00. 30% match of \$77,570.00 Grant of 258,300.00						\$	77,570
466.060	Dulancey Drive property surveyed in 2024 by CPS. Fencing from Sturdy Mountain Fence budgeted for 2026.						\$	14,000
466.070	Salt Storage Roof for the Public Works Department with stamped drawings from Freedom Metals quote for \$12,023.						\$	5,000
466.080	Storm drains to include drainage project on 1100 Black Brush Alley and drainage project at Cambria St and Caldwell Ave.						\$	10,000
466.090	Alleys-Paving 800 blk Gum Alley (\$4,487) and 600 blk of Apple Alley (\$4,103). Rose Alley is scheduled for 2026						\$	\$2,500
	Blair Street Traffic Study - Estimate provided by Stiffler McGraw - \$2,500						\$	312,873