

SFM Consulting LLC

CONSULTING SERVICES AGREEMENT

This Agreement is made _____, 2023, between SFM Consulting, LLC. (hereinafter "SFM") whose principal business address is 348 Valley Road, Canadensis, PA 18325 and the Borough of Milford (hereinafter "Municipality") whose principal business address is 500 Broad Street, Milford, PA 18337.

WHEREAS the Municipality wishes to engage SFM as a consultant and independent contractor to perform the services referenced herein. SFM shall be the sole provider of the referenced services to the community for the full term of this Agreement, and

WHEREAS, the Municipality has taken such action at a public meeting to appoint SFM to engage in the services outlined in this Agreement and has further granted SFM the authority to act as an agent of the Municipality; and

NOW THEREFORE, the parties referenced above hereto agree as follows:

1. Services Provided

- (a) SFM agrees to serve as the representative and agent of the Municipality and will provide the following services in accordance with the terms and conditions of this Agreement (hereinafter referred to as "Services"):
- Zoning Officer
 - Building Construction Inspection Services.
 - Building Plan Review Services.
 - Code Enforcement Services.
 - Code Legislation Support.
 - Expert Testimony.
 - Accessibility Plan Reviews/Inspections.
- (b) SFM shall not be responsible for any plan review, permit issuance or field inspection relating to any permit that was approved, issued and/or performed by other parties.

2. Cost of Services

The cost of Services will be charged in accordance with the rate schedule attached hereto as Exhibit "A". SFM reserves the right to amend this rate schedule with sixty (60) days notice. The Municipality shall not be billed for travel time to and from the community.

3. Service Standards

SFM shall provide the Services outlined herein to the best of its ability and in accordance with generally accepted practices in the industry. During such time, SFM shall perform the Services outlined herein from either an office provided by the Municipality or from its own office. SFM shall, nevertheless, be on-call twenty-four hours a day, seven days a week, to respond to emergencies on behalf of the Municipality.

4. Payment

Invoices shall be paid upon receipt. Payments shall be mailed to SFM Consulting, LLC, 348 Valley Road, Canadensis, PA 18325. An invoice shall not be considered delinquent for purposes of this Agreement until it is thirty (30) days past due.

5. Termination

Either party may terminate this Agreement at any time (at will of either party) by providing the other with written notice of their intent to terminate this Agreement. This Agreement shall terminate and be of no force and effect on the day from which the Notice of Termination is delivered to the other party.

6. Notices

Any notices required to be given under this Agreement shall be mailed by First Class Mail, Return Receipt Requested, or by overnight courier to the following address:

As to SFM:
SFM, Consulting, LLC
348 Valley Road
Canadensis, PA 18325

As to Municipality:
Borough of Milford Municipal Building
500 Broad Street
Milford, PA 18337

7. Dispute Resolution

In the event there is a perceived breach of this Agreement or there is a dispute or other controversy arising out of or relating to the provision of Services in accordance with this Agreement, the parties hereto agree to exercise their best efforts to resolve the dispute or controversy as soon as possible. If the dispute or controversy can not be resolved to the satisfaction of both parties, either party may terminate the agreement in accordance with Section 5 of this Agreement.

8. Agency

- (a) The Municipality shall take such action, as is necessary, at a public meeting of the governing body, to appoint SFM as the Municipality’s representative for the Services indicated within this Agreement. Upon appointment of SFM by the Municipality, SFM shall become an agent of the Municipality and shall be entitled to perform its Services as outlined in this Agreement with the full authority of the Municipality and may act on behalf of and bind the Municipality to any decisions made during the performance of the Services outlined herein. In particular, SFM shall be authorized to issue any and all determinations, permits, certifications, or other documents required or necessary to carry out its duties or appointment. SFM agrees to perform the Services in accordance with all applicable provisions of the Municipalities Planning Code, the Pennsylvania Uniform Construction Code, any other State or Federal Law applicable to the Municipality.
- (b) As an agent of the Municipality, SFM shall be entitled to use the services of the Municipality’s solicitor for proceedings involving litigation before the appropriate Magisterial District Judge or the Court of Common Pleas of Pike County.

9. Indemnifications

- (a) SFM will indemnify and defend the Municipality, its officers, supervisors, agents, and employees from any and all liabilities of any kind to the extent that they arise from negligent acts or omissions of SFM in its performance of this Agreement. The Municipality will indemnify and defend SFM, its officers, agents, and employees, from any and all liabilities of any kind that arise from any negligent or wrongful acts or omissions of the Municipality in its performance of this Agreement.

- (b) The Municipality shall further defend, indemnify, and hold SFM harmless from any claims or causes of action which may arise as a result from the plan approval, permit issuance, and/or field inspection performed by other parties.
- (c) The parties hereto agree and acknowledge that nothing contained herein shall be construed as or constitute a waiver of any immunity afforded the Municipality or SFM under the Pennsylvania Tort Claims Act, 42 Pa.C.S. § 8501, et seq., its successor statute or any other Federal or state law.

10. Entire Agreement

This Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement, whether oral or written. This Agreement supercedes any prior written or oral Agreements between the parties.

11. Amendment

This Agreement may be modified, amended, or extended if the amendments are made in writing is signed by both parties, unless otherwise provided in this Agreement.

12. Severability

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If the Court finds that any provision of this Agreement is invalid or unenforceable, but that by limited such provisions it would become valid and enforceable, then such provisions shall be deemed to be written, construed and enforced as so limited.

13. Effective Date

This Agreement shall be effective the date upon which both parties have signed the Agreement.

14. Wavier of Contractual Right

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce or compel strict compliance with every provision of this Agreement.

15. Applicable Law

The laws of the Commonwealth of Pennsylvania shall govern this Agreement and the relationship between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year indicated below.

Shawn F. McGlynn, Partner/Managing Member
SFM Consulting, LLC

Date _____

Joseph Dooley, Council President
Borough of Milford

Date _____

EXHIBIT "A"

Cost of Services

Zoning administration.....	\$65.00/hour
Code Enforcement Inspections.....	\$70.00/inspection
Rental Tenant Transfer/U&O inspections.....	\$70.00/inspection

UCC Building Inspection/Plan Review and Permitting

During the calendar year 2023, SFM fees for all services pertaining to plan review, building inspections, data entry, and issuance of certificate of occupancies pursuant to administration of the Uniform Construction Code shall be Seventy percent (70%) of the fee schedule attached to this agreement and adopted by the Municipality.

BOROUGH OF MILFORD
OTHER THAN RESIDENTIAL BUILDING CODE
(Permits issued under the 2018 IBC)
FEE SCHEDULE

RESOLUTION ----2023----

PLAN REVIEW

- 0.0013 of the estimated value* for structures up to \$3,000,000.00.
- \$3,900.00 plus 0.0005 of the estimated value* for structures between \$3,000,000.00 and \$6,000,000.00.
- \$5,400.00 plus 0.0004 of the estimated value* for structures over \$6,000,000.00.
- Mechanical Plan review fee is 25% of the Building Plan review fee.
- Plumbing Plan review fee is 25% of the Building Plan review fee.
- Electrical Plan review fee is 25% of the Building Plan review fee.
- Administrative fee is 20% of overall Plan Review Fee
- Minimum fee is \$250.00
- *Estimated value will be taken from the building valuation tables found at www.iccsafe.org/cs/techservices at the time the application for a permit is filed.

BUILDING PERMIT

New Construction and Additions

- \$60.00 plus \$0.27 per square foot of GFA*
 - * GFA – Gross Floor Area is defined as the total square footage of all floors within the perimeter of the outside walls, including basements cellars, garages, roofed patios, covered walkways, and attics with a floor-to-ceiling height equal to or greater than 6.50 feet. It also includes decks and exterior concrete slabs. GFA is also defined as the Gross Face Area of fences in excess of 6.00 feet in height and retaining walls in excess of 4.00 feet in height.

Alterations and Repairs

- \$50.00 plus 0.015 of total construction cost (signed contract required, subject to the review and approval of the Building Code Official (BCO)), for projects up to \$500,000.00.

- \$7,500.00 plus 0.0125 of that portion of the construction cost (signed contract required, subject to the review and approval of the BCO), between \$500,000.00 and \$1,000,000.00.
- \$13,750.00 plus 0.010 of that portion of the construction cost (signed contract required, subject to the review and approval of the BCO), over \$1,000,000.00..

Re-inspection

- A \$50.00 re-inspection fee will be imposed if the project is not ready for inspection when the Inspector arrives.
- A \$50.00 re-inspection fee for each additional visit will be imposed if more than two (2) inspections are required for this permit.

Administrative fee

- 20% of Building Permit Fee and all re-inspection fees

Commonwealth of Pennsylvania Education Fee

- \$4.50

MECHANICAL PERMIT AND PLUMBING PERMIT

New Construction and Additions

- \$10.00 per fixture or appliance*
*An appliance and fixture includes, but is not limited to: sinks, water closets, bidet, bath tub, shower, washing machines, hose bibs, floor drains, dishwashers, drinking fountains, water heaters, air handlers and any fuel burning device (gas, oil, wood or coal).

Utility Service Connection (including private, community and central water and/or sewer systems)

- \$50.00 per fixture or appliance*
*An appliance and fixture includes, but is not limited to: boilers, furnaces, HVAC, sewer pumps, refrigeration units, and water cooled air conditioners.

Alterations and repairs

- Plumbing: \$30.00 plus 10.00 per device
- Mechanical: \$30.00 plus \$25.00 for each \$1,000.00 of construction cost (signed contract required); subject to the review and approval of the BCO).

Minimum Permit Fee

- \$50.00 for the Plumbing Permit
- \$50.00 for the Mechanical Permit

Fire protection systems

- \$40.00 plus \$0.25 per sprinkler head for sprinkler systems
- \$80.00 for each standpipe

- \$100.00 for wet/dry/carbon dioxide extinguisher systems up to 100 pounds
- \$100.00 plus \$0.75 per pound for wet/dry/carbon dioxide extinguisher systems over 100 pounds
- \$150.00 per system (hood, duct and suppression) for commercial cooking systems

Re-inspection

- A \$50.00 re-inspection fee will be imposed if the project is not ready for inspection when the Inspector arrives.
- A \$50.00 re-inspection fee for each additional visit will be imposed if more than two (2) inspections are required for either permit.

Administrative fee

- 20% of Building Permit Fee and all re-inspection fees

ELECTRICAL PERMIT

Service and Feeders

- 200 amp or less \$50.00
- 201 AMP to 400 amp \$80.00
- Over 400 amp \$20.00 per 100 amp
- Sub-feeders or sub-panels 1/4 of above fees
- Over 600 volts double above fees

Residential Inspections (2 trip maximum)

- 100 amp service and max 100 devices \$90.00
- 200 amp service and max 200 devices \$120.00

Modular and mobile homes (1 trip)

- Service and feeder \$85.00

Minor alterations

- Max 15 devices \$60.00

Rough Wiring (All switches receptacles and lighting outlets)

- 1 to 25 above max \$25.00
- Each additional 10 above the 25 \$5.00

Finish Wiring (All switches receptacles and lighting outlets)

- 1 to 25 above max \$25.00
- Each additional 10 above the 25 \$5.00

Heating, cooling, cooking, appliances, equipment, motors, generators, transformers, capacitors, etc.

- Less than 1/3 hp, kw, kva use finish wiring fee
- Over 1/3 hp, kw, kva
 - 1/3 to 1.0 \$15.00
 - to 5.0 \$20.00
 - 5.1 to 10.0 \$25.00

○ 10.1 to 30.0	\$30.00
○ 30.1 to 50.0	\$35.00
○ 50.1 to 100.0	\$40.00
• Over 100.1 (per hp, kw, kva)	\$1.00
• Over 600 (per hp, kw, kva)	\$2.00
Signaling, communication and alarm systems	
• 1 to 10 devices	\$75.00
• Each additional device	\$2.00
Minimum Permit Fee	
• \$50.00 for the Plumbing Permit	
• \$50.00 for the Mechanical Permit	
Re-inspection	
• A \$50.00 re-inspection fee will be imposed if the project is not ready for inspection when the Inspector arrives.	
• A \$50.00 re-inspection fee for each additional visit will be imposed if more than two (2) inspections are required for either permit.	
Administrative fee	
• 20% of Electrical Permit Fee and all re-inspection fees	

MISCELLANEOUS OTHER THAN RESIDENTIAL PERMITS

- Swimming pools and outdoor whirlpools
- All applicable sub-codes plus 1% of total construction cost (signed contract required); subject to the review and approval of the Building Code Official (BCO).
- Demolition
- \$0.01 per square foot
 - Minimum fee: \$100.00
- Signs with utilities
- \$50.00 plus \$2.00 per square foot
- Re-inspection
- A \$50.00 re-inspection fee will be imposed if the project is not ready for inspection when the Inspector arrives.
 - A \$50.00 re-inspection fee for each additional visit will be imposed if more than two (2) inspections are required for any permit.
- Administrative fee
- 20% of Permit Fee and all re-inspection fees

ADOPTED BY RESOLUTION OF THE BOROUGH COUNCIL OF MILFORD, PENNSYLVANIA

THIS _____ DAY OF _____ 2023.

President

Vice-President

Treasurer

(TOWNSHIP SEAL)

Attest: _____
Borough Secretary

BOROUGH OF MILFORD
RESIDENTIAL BUILDING CODE FEE SCHEDULE
(Permits issued under the 2018 IRC)

RESOLUTION ----2023----

PLAN REVIEW

- \$0.06 per square foot
- Minimum fee is \$50.00
- Administrative fee is 20% of Plan Review Fee

BUILDING PERMIT

New Construction and Additions

- \$40.00 plus \$0.15 per square foot of GFA*
* GFA – Gross Floor Area is defined as the total square footage of all floors within the perimeter of the outside walls, including basements cellars, garages, roofed patios, covered walkways, and attics with a floor-to-ceiling height equal to or greater than 6.50 feet. It also includes decks and exterior concrete slabs. GFA is also defined as the Gross Face Area of fences in excess of 6.00 feet in height and retaining walls in excess of 4.00 feet in height.

Alterations and Repairs

- 1.00% of total construction cost (signed contract required); subject to the review and approval of the Building Code Official (BCO).

Re-inspection

- A \$50.00 re-inspection fee will be imposed if the project is not ready for inspection when the Inspector arrives.
- A \$50.00 re-inspection fee for each additional visit will be imposed if more than two (2) inspections are required for this permit.

Administrative fee

- 20% of Building Permit Fee and all re-inspection fees

Commonwealth of Pennsylvania Education Fee

- \$4.50

MECHANICAL PERMIT AND PLUMBING PERMIT

New Construction and Additions

- \$10.00 per fixture or appliance*

*An appliance and fixture includes, but is not limited to, sinks, water closets, bidet, bath tub, shower, washing machines, hose bibs, floor drains, dishwashers, drinking fountains, water heaters, air handlers and any fuel burning device (gas, oil, wood or coal).

Utility Service Connection (including private, community and central water and/or sewer systems)

- \$50.00 per fixture or appliance*

*An appliance and fixture includes, but is not limited to, boilers, furnaces, HVAC, sewer pumps, refrigeration units, and water cooled air conditioners.

Alterations and repairs

- Plumbing: \$30.00 plus \$10.00 per device
- Mechanical: \$30.00 plus \$25.00 for each \$1,000.00 of construction cost (signed contract required); subject to the review and approval of the Building Code Official (BCO).

Minimum Permit Fee

- \$50.00 for the Plumbing Permit
- \$50.00 for the Mechanical Permit

Re-inspection

- A \$50.00 re-inspection fee will be imposed if the project is not ready for inspection when the Inspector arrives.
- A \$50.00 re-inspection fee for each additional visit will be imposed if more than two (2) inspections are required for either permit.

Administrative fee

- 20% of Building Permit Fee and all re-inspection fees

ELECTRICAL PERMIT

Service and Feeders

- 200 amp or less \$50.00
- 201 AMP to 400 amp \$80.00
- Over 400 amp \$20.00 per 100 amp

<ul style="list-style-type: none"> • Sub-feeders or sub-panels • Over 600 volts 	1/4 of above fees double above fees
Residential Inspections (2 trip maximum)	
<ul style="list-style-type: none"> • 100 amp service and max 100 devices • 200 amp service and max 200 devices 	\$90.00 \$120.00
Modular and mobile homes (1 trip)	
<ul style="list-style-type: none"> • Service and feeder 	\$85.00
Minor alterations	
<ul style="list-style-type: none"> • Max 15 devices 	\$60.00
Rough Wiring (All switches receptacles and lighting outlets)	
<ul style="list-style-type: none"> • 1 to 25 above max • Each additional 10 above the 25 	\$25.00 \$5.00
Finish Wiring (All switches receptacles and lighting outlets)	
<ul style="list-style-type: none"> • 1 to 25 above max • Each additional 10 above the 25 	\$25.00 \$5.00
Heating, cooling, cooking, appliances, equipment, motors, generators, transformers, capacitors, etc.	
<ul style="list-style-type: none"> • Less than 1/3 hp, kw, kva use finish wiring fee • Over 1/3 hp, kw, kva <ul style="list-style-type: none"> ○ 1/3 to 1.0 ○ to 5.0 ○ 5.1 to 10.0 ○ 10.1 to 30.0 ○ 30.1 to 50.0 ○ 50.1 to 100.0 • Over 100.1 (per hp, kw, kva) • Over 600 (per hp, kw, kva) 	\$15.00 \$20.00 \$25.00 \$30.00 \$35.00 \$40.00 \$1.00 \$2.00
Signaling, communication and alarm systems	
<ul style="list-style-type: none"> • 1 to 10 devices • Each additional device 	\$75.00 \$2.00
Minimum Permit Fee	
<ul style="list-style-type: none"> • \$50.00 for the Plumbing Permit • \$50.00 for the Mechanical Permit 	

Re-inspection

- A \$50.00 re-inspection fee will be imposed if the project is not ready for inspection when the Inspector arrives.
- A \$50.00 re-inspection fee for each additional visit will be imposed if more than two (2) inspections are required for either permit.

Administrative fee

- 20% of Electrical Permit Fee and all re-inspection fees

MISCELLANEOUS RESIDENTIAL PERMITS

Swimming pools and outdoor whirlpools

- Building sub-code plus 1% of total construction cost (signed contract required); subject to the review and approval of the Building Code Official (BCO).

Demolition

- \$50.00

Re-inspection

- A \$50.00 re-inspection fee will be imposed if the project is not ready for inspection when the Inspector arrives.
- A \$50.00 re-inspection fee for each additional visit will be imposed if more than two (2) inspections are required for either permit.

Administrative fee

- 20% of Permit Fee and all re-inspection fees

ADOPTED BY RESOLUTION OF THE BOROUGH COUNCIL OF MILFORD, PENNSYLVANIA

THIS _____ DAY OF _____ 2023.

(TOWNSHIP SEAL)

President

Vice-President

Treasurer

Attest: _____
Borough Secretary

SAWKILL POWER EQUIPMENT, INC

215 US-6
MILFORD, PA 18337
Phone: (570) 296-7657

Work Order 90838

Tag Number MBLZ1

Thank you for your business! We hope to see you back soon. Receipt required to verify work done. Any repair item left over 30 days are subject to a 1.00 a day storage fee. We offer a 30 day guarantee on all work done in our shop. If it is not right we will make it right. Warranty does not cover Pickup/Delivery.

Bill To				Ship To		
MILFORD BORO 500 BROAD ST MILFORD, PA 18337						
Customer	Contact	Customer Tax Number	Phone	Cell Phone	Warranty Threshold	PO Number
1143	DUANE	246000625	(570) 618-0010		\$0.00	
Counter Person	Sales Person	Date Printed	Reference	Email Address		Department
RICH	RICH	02/02/23	90838	SECRETARY@MILFORDPA.ORG		REPAIRS

Make	Model	Description	Year	Odometer/Hours	VIN	
EXMW	LZE751GKA524A2	EXMARK FX751V 52" LAZER E		377 HRS	404949751	
Date Purchase	Tag	Warranty Exp	ESP Expiration	Color	Storage Bin	Engine Number
11/25/19	MBLZ1	01/01/00	01/01/00			
Date In						
01/13/23						

Service 1 CHECK OVER COMPLETELY DO WHATEVER IT NEEDS. GET READY FOR SPRING. SCALP WHEELS ARE BAD

Part Number	Line	Description	Ordered	B/O'd	Shipped	Net Each	Amount
99969-6296	KAW	OIL 4 CYCLE 10W40 SL	3		3	\$6.49	\$19.47
9873	ROTP	BPR4ES SPARK PLUG NGK	2		2	\$4.99	\$9.98
13115	ROTP	FUEL FILTER UNIVERSAL	1		1	\$8.99	\$8.99
12864	ROTP	OIL FILTER BULK REPLA	1		1	\$12.99	\$12.99
11841	ROTP	PAPER AIR FILTER FOR	1		1	\$27.99	\$27.99
11013-7044	KAW	ELEMENT AIR FILTER	1		1	\$29.99	\$29.99
116-0164	EXMP	FILTER HYDRO	2		2	\$54.99	\$109.98
109-9828	EXMP	BOTTLE OIL, 32OZ HYD	5		5	\$14.99	\$74.95
116-2085	EXMP	UV COMPLETING KIT 52"	1		1	\$499.99	\$499.99
116-9681	EXMP	MOUNT PIVOT, LH	1		1	\$5.99	\$5.99
116-9080	EXMP	SHAFT CROSS	1		1	\$59.99	\$59.99
109-8054	EXMP	BUSHING FLANGE	2		2	\$5.99	\$11.98
116-5584	EXMP	PIN-HOC	1		1	\$5.99	\$5.99
116-3598	EXMP	ASM,524 DECK COMPLETE	1		1	\$3,499.99	\$3,499.99

Labor	Line	Mechanic	Description	Rate	Time	Amount
WHEELED LABOR		ERIC GEISELHART	RIDING TRACTOR, ZERO TURN, GENERATOR, SNOWBLOWER, ETC.	\$99.50	6:00	\$597.00

Description	Line	Reference	Quantity	Net Each	Amount
***OIL/GAS ENVIRO FEE			3	\$4.25	\$12.75
***SHOP SUPPLIES - LUBE / GREASE / RAGS			5	\$6.00	\$30.00
FREIGHT			1	\$0.00	\$0.00

Note

INSPECTED UNIT. DECK HAS MAJOR CRACKS IN AT LEAST 10 SEPARATE PLACES. FROM IMPACT. REAR OF THE DECK IS SPLIT BEYOND REPAIR OR WELDING. RECOMMEND COMPLETE DECK ASSEMBLY REPLACEMENT. SERVICE ENGINE: CHANGE OIL, REPLACE FUEL, AIR, OIL FILTERS, REPLACE SPARK PLUGS. HYDRO SERVICE: CHANGE OIL AND FILTERS. WORN PULLEY FOR VAC SYSTEM, COVER AND SUPPLY NEW BELT. SHAFT FOR PARKING BRAKE IS BENT AS WELL AS PIVOTS AND NEED TO BE REPLACED. REPLACE MISSING HOC PIN. GREASE, EQUALIZE TIRE PRESSURE TRACK AND TEST OPERATION.

Invoice Total \$5,018.02

Tax Type	Tax Rate	Tax Amount
Non Taxable Sales	0.0000%	<u>\$0.00</u>

Sales Tax Total \$0.00

Grand Total \$5,018.02

Thank you for your business! We hope to see you back soon. Receipt required to verify work done. Any repair item left over 30 days are subject to a 1.00 a day storage fee. We offer a 30 day guarantee on all work done in our shop. If it is not right we will make it right. If your units battery will not take a charge/hold a charge a new battery will be installed and you will be charged in order to properly diagnose and repair unit. If battery is refused on repairs, 30min labor charge will be added on to invoice.

Notes:



Customer acknowledges receipt thereof:

To: Milford Borough Council

Re: Legal Support for the Milford Borough Civil Service Commission

The Milford Civil Service Commission, in its efforts to establish the processes and policies for the Borough's commission, has identified the need to secure legal support with expertise in this area for its formation. It has identified Pennsylvania Lawyers with this expertise whose hourly rates reflect the value of this expertise. There is a willingness on their part to assist in our formation. Once it is established, the intent would be to transition to a local lawyer for on-going support. We are requesting authorization to spend up to a maximum of \$5,000.00 for legal services during our initial efforts. Enclosed is a quote from a lawyer with appropriate experience with an hourly rate of \$350.00 and a maximum of \$3,500. We are requesting more than this in case something unexpected shows up and in no way indicates our intent to spend the full amount. The actual spend will be monitored and kept to a minimum. The Commission is requesting your approval for this expenditure.

Thank you for your consideration:

Heidi Braun

Peter Cooney

Frank Feeley

Sharmie Ford

Lisa Jenkins

Frank Tarquinio

Stevens & Lee

51 South Duke Street
Lancaster, PA 17602
(717) 291-1031
www.stevenslee.com

Direct Dial: (717) 399-6643
Email: joseph.hofmann@stevenslee.com
Direct Fax: (610) 371-7946

February 8, 2023

REGULAR FIRST CLASS MAIL AND E-MAIL to (heidi.braun@gmail.com)

Joseph Dooley
Milford Borough Council President
Heidi Braun, Vice Chair, Milford Borough Civil Service Commission
Milford Borough Office
500 Broad Street
Milford, PA 18337

Re: Milford Borough Civil Service Commission -Terms of Engagement

Dear Mr. Dooley and Ms. Braun:

This letter is intended to set forth the terms and conditions upon which Stevens & Lee will perform legal services for the Milford Borough Civil Service Commission (“Commission”). We are pleased to have the opportunity to represent the Commission.

Please excuse the formality of this letter, but the Rules of Professional Conduct for Pennsylvania attorneys require that we enter into a written agreement describing the basis upon which you will be charged for professional services performed by our firm. In addition, because you are a new client of our firm, I thought it would be helpful to provide you with a general overview of our billing procedures and to confirm the scope of our engagement.

Scope of Engagement

We understand that you wish to engage us to represent the Commission in connection with the preparation of Civil Service Commission Rules. As to any other matter, if we determine that a fee arrangement different from that described in this letter would be appropriate, we will reach agreement with you on a separate fee arrangement for such work.

You acknowledge that our representation does not entail a continuing obligation to advise you concerning subsequent legal developments that might have a bearing on your affairs generally or, after the completion of any matter as to which we are representing you, subsequent legal developments related to, or that might have a bearing on, that matter.

Allentown • Bergen County • Bala Cynwyd • Cleveland • Fort Lauderdale • Harrisburg • Lancaster • New York
Philadelphia • Princeton • Reading • Rochester • Scranton • Valley Forge • Wilkes-Barre • Wilmington
A PROFESSIONAL CORPORATION

Stevens & Lee

Mr. Joseph Dooley and Ms. Heidi Braun
February 8, 2023
Page 2

Determination of Fees and Expenses

Legal work varies greatly. Although we are often engaged by our clients to perform specific and limited tasks, our primary role as legal advisors is to offer our knowledge, experience, and independent judgment. Recognizing this, our focus in charging for services is to arrive at a fee that is fair and appropriate considering all of the circumstances.

Among the factors which we consider in establishing a fee are the following: the time devoted to a particular matter and the lawyers and paralegals who worked on that matter; the nature and complexity of the work performed; the expertise required to perform that work; the novelty and difficulty of the issues presented; the extent to which the urgency of the matter preempted other work; the extent to which the matter required special allocation of firm resources and staff overtime; the result obtained; and the amount typically charged by comparable firms for the same or similar work. Hourly rates are used as a general guideline, with the final fee being based upon a judgment as to the proper application of all of the factors listed above.

Our rates for attorney time presently vary from \$385 to \$1,250 per hour on the basis of the skill and seniority of each attorney. Our current rates for paralegals are \$310 to \$330 per hour. These hourly rates are reviewed and adjusted periodically to reflect increased experience and special expertise of the professionals and the inflationary cost increases affecting our profession. Generally, such adjustments shall occur no more frequently than annually, at the beginning of each calendar year.

Although the beginning of any engagement generally requires a more concentrated investment of senior lawyers' time in analysis and planning, we attempt to use the least expensive professional time competent to perform the required task. Junior staff, of course, works under the supervision of senior attorneys.

For the present, I will be principally involved in this matter and our firm has agreed to discount my rate given the nature of your organization. My hourly billing rate for this matter will be \$350 and we have agreed that the total bill for professional services for this assignment will not exceed \$3500. Any work performed by associate attorneys will be billed at \$350 per hour. Paralegal work will be billed at \$200 per hour. Expenses will be billed in addition to any hourly time worked.

You should also understand that Stevens & Lee operates as a firm - a client who retains a particular lawyer in fact retains the entire firm and has at its disposal all of the expertise and resources that the firm can bring to bear upon its legal issues or problems. Therefore, the lawyer who serves as your principal contact at the firm may seek assistance from or (with your consent) assign primary responsibility for a project to another lawyer who has experience in the particular area involved and who is for that reason in a position to do the work most efficiently. In

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assigning work within the firm, we strive to achieve the most efficient mix of seniority and expertise, with the goal of providing effective representation to our clients on an economical and cost-efficient basis.

In addition to our fee for services, we also bill our clients for out-of-pocket expenses incurred on their behalf. Reimbursable out-of-pocket expenses include the following: filing fees, computerized legal research fees, photocopying expenses, long distance telephone toll charges, telecopy charges, travel expenses, secretarial overtime and so forth. Please be advised of our firm policy that clients must advance or pay directly any disbursements in excess of \$300.

Billing Practices

It is our practice to forward periodic statements on a monthly basis. We expect our statements to be paid in full within 30 days unless another arrangement has been discussed and agreed in advance. We reserve the right to impose a late charge not to exceed the maximum amount permitted by law on all amounts not paid within 30 days and to charge interest at the rate of 1.5% per month for all amounts not paid within 30 days.

Termination

Our engagement as legal counsel or our representation of you in connection with a particular matter may be terminated by you at any time for any reason. We may withdraw as your legal counsel or from our representation of you in a particular matter for good cause, which includes your failure to make timely payment for services rendered and expenses advanced, or your refusal to cooperate with us or to follow our advice on a material matter, or any other fact or circumstance that would render our continuing representation inappropriate, unlawful or unethical. All unpaid fees and costs will be immediately due and payable upon the conclusion of our engagement.

Duties

Effective legal representation requires a high level of cooperation between attorney and client. By signing this letter, you therefore agree to cooperate with us, to keep us fully informed of all developments and to perform your obligations under this letter. We, in turn, agree to provide the legal services reasonably required to represent you with respect to the matters described above and to take reasonable steps to keep you informed of our progress and to respond to your inquiries. Understandably, we cannot make any promises or guarantees about the outcome of the matters as to which you have engaged us and nothing in this letter should be so construed. When we provide our opinion as to the probable outcome of any matter, it is with the understanding that our opinion is just that - and not a promise or guarantee.

We have found that the commercial world has become increasingly reliant upon various forms of electronic communication, such as e-mail, cellular telephones and electronic telefax, for

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purposes of day-to-day business communications. However, we note that such electronic communications are inherently less secure than more traditional methods of communication (hard wired telephones and telefax, U.S. mail and commercial couriers, for example) and involve a risk of interception by unauthorized third parties.

We encourage you to participate actively in the matters we are handling for you, because you are much closer to the details than we are, and we want to be certain that our efforts are consistent with your goals. If at any time you should have a question, comment, or concern, please raise it with me at once so that we can address the matter without delay.

If the foregoing is in accordance with your understanding of the terms upon which you will engage us and the nature of our engagement, please sign and fax back to me at 610-371-7946 or scan to joseph.hofmann@stevenslee.com a copy of this letter and then mail the signed original to me at the above address. Please retain another signed copy for your records.

I very much look forward to representing and working with you.

Very truly yours,

STEVENS & LEE

Joseph P. Hofmann

Joseph P. Hofmann

JPH:ms
Enclosure: (General Provisions)

Accepted and agreed this _____ day of February ___, 2023:

MILFORD BOROUGH CIVIL SERVICE COMMISSION

By: _____
Joseph Dooley, Milford Borough Council President

General Provisions

Except as modified by the accompanying engagement letter, the following provisions will apply to the relationship between Stevens & Lee and our clients:

(1) The time for which a client will be charged will include, but will not be limited to, telephone and office conferences with a client and counsel, witnesses, consultants, court personnel, and others; conferences among our personnel; factual investigation; legal research; responding to clients' requests to provide information to auditors in connection with reviews or audits of financial statements; drafting of letters, pleadings, briefs, agreements, and other documents; travel time; waiting time in court, closings, or elsewhere; and time in depositions and other discovery proceedings.

(2) From time to time, internal conferences on a client's matter will take place among our personnel, and two or more may attend such conferences. It is our experience that this practice facilitates communication, improves the quality of the work, and ultimately is more efficient and economical.

(3) In addition to our fees, we will be entitled to payment or reimbursement for disbursements and other expenses incurred on behalf of a client such as photocopying, messenger and delivery, air freight, computerized research, videotape recording, travel (including mileage, parking, airfare, lodging, meals, and ground transportation), long distance telephone, telecopying, postage, court costs, transcripts, and filing fees. To the extent that we directly provide any of these services, we reserve the right to adjust the amount we charge, at any time or from time to time, as we deem appropriate, in light of our direct costs, our estimated overhead allocable to the services, and outside competitive rates. Unless special arrangements are made, fees and expenses of others (such as experts, investigators, witnesses, consultants, and court reporters) and other large disbursements (in excess of \$300) will not be advanced by our firm and will be the responsibility of, and paid directly by, the client.

(4) Although we may, for a client's convenience, furnish estimates of fees or expenses that we anticipate will be incurred on a client's behalf, these estimates are subject to unforeseen circumstances and are by their nature inexact. We are not bound by any estimates except as otherwise expressly set forth in the engagement letter or otherwise agreed to by us in writing.

(5) Either at the beginning or during the course of our representation, we may express our opinions or beliefs concerning the matter or various courses of action and the results that might be anticipated. Any such statement made by any attorney or other employee of our firm is intended to be an expression of opinion only, based on information available to us at the time, and is not a promise or guarantee of any particular result.

(6) A client shall have the right at any time to terminate our services and representation upon written notice to the firm. Such termination shall not, however, relieve the client of the obligation to pay for all services rendered and disbursements and other expenses made or incurred on behalf of the client prior to the date of termination and for services rendered and expenses incurred after such date to the extent they are required to protect our client's interests or as may be required by appropriate authorities.

(7) We reserve the right to withdraw from our representation with our client's consent or without consent for good cause. "Good cause" may include the client's failure to honor the terms

of the engagement letter, the client's failure to pay amounts billed in a timely manner, the client's failure to cooperate or follow our advice on a material matter, or any fact or circumstance that would, in our view, impair an effective attorney-client relationship or would render our continuing representation inappropriate, unlawful, or unethical. If we elect to do so, the client will take all steps necessary to free us of any obligation to perform further, including the execution of any documents (including forms for substitution of counsel) necessary to complete our withdrawal, and we will be entitled to be paid for all services rendered and disbursements and other expenses made or incurred on behalf of the client prior to the date of withdrawal and for services rendered and expenses incurred after such date to the extent they are required to protect our client's interests or as may be required by appropriate authorities.

(8) We have found that our clients have become increasingly reliant upon various forms of electronic communication, such as e-mail, cellular telephones, other Internet communications, and electronic telefax (collectively, "Electronic Communications"), for purposes of day-to-day business communications. We note, however, that Electronic Communications may be inherently less secure than some traditional methods of communication (hard wired telephones and telefax, U.S. mail and commercial couriers, for example) and involve a risk of interception by unauthorized third parties. We understand that, because of the convenience and efficiency of Electronic Communications, you are willing to accept the risk of unauthorized interception and authorize us to communicate with you (and with others with whom we have dealings in connection with the matters we are handling for you) by means of Electronic Communications, unless you advise us in writing to the contrary.

(9) Any controversy, dispute, or claim arising out of or relating to our fees, expenses, performance of legal services, obligations reflected in this letter, or other aspects of our representation shall be resolved through binding arbitration in the Commonwealth of Pennsylvania in accordance with the rules then in effect of or administered by the AAA or other, and judgment on the award rendered may be entered in any court having jurisdiction thereof. **YOU ACKNOWLEDGE THAT BY AGREEING TO ARBITRATION, YOU ARE RELINQUISHING YOUR RIGHTS TO BRING AN ACTION IN COURT AND TO DEMAND A JURY TRIAL.**

(10) If any controversy, dispute, or claim arises between us concerning our fees, expenses, performance of legal services, or other aspects of our representation, the prevailing party will be entitled to recover from the losing party all costs and expenses it incurs in bringing and prosecuting or defending any litigation or arbitration, including reasonable attorneys' fees and costs at trial and on appeal.

(11) Following the completion of this matter, the firm will not be precluded from accepting any other engagement on behalf of a client that may be adverse to you if such engagement is unrelated to the scope of our representation in this matter as described above and provided, of course, that any and all information that may be disclosed to the firm in the course of this matter shall not be disclosed to any former, current or future client of the firm.

Chapter 198

NOISE

[HISTORY: Adopted by the Borough Council of the Borough of Milford 6-4-1973 by Ord. No. 191, approved 6-4-1973 (Ch. 74 of the 1979 Code); amended in its entirety at time of adoption of Code (see Ch. 1, General Provisions, Art. I). Subsequent amendments noted where applicable.]

GENERAL REFERENCES

Amusement and entertainment — See Ch. 88.

Nuisances — See Ch. 205.

Dog control — See Ch. 94, Art. I.

Zoning — See Ch. 312.

§ 198-1. Title.

This chapter shall be known and cited as the "Noise Control Ordinance" of Milford Borough, Pike County, Pennsylvania.

§ 198-2. Legislative authority.

This chapter is adopted under the authority and provisions of the Milford Borough Council ordinances.

§ 198-3. Purpose.

The purpose of this chapter is to establish an effective means of regulating and controlling loud and offensive sound and noise within Milford Borough to:

- A. Promote the health, safety and general welfare for residents and visitors; and
- B. Protect the interest of local businesses while providing reasonable regulations.

§ 198-4. Unreasonably loud and/or disturbing noise prohibited.

It shall be unlawful for any person or persons to make, permit, continue, or cause to be made or to create any unreasonably loud and/or disturbing noise in the Borough. Noise of such character, intensity and duration as to be detrimental to the health, safety or welfare of any reasonable person of ordinary firmness and sensibilities in the vicinity is prohibited.

- A. In determining whether a noise is unreasonably loud and/or disturbing, the following definitions shall apply:

DISTURBING — Noise which is perceived by a person of ordinary firmness and sensibilities as interrupting the normal peace and calm of the area, neighborhood, or vicinity.

UNREASONABLY LOUD — Noise which is substantially incompatible with the time and location where created to the extent that it creates an actual or imminent

interference with peace and good order.

B. In determining whether a noise is unreasonably loud and/or disturbing, the following factors incident to such noise are to be considered based on the totality of circumstances surrounding a particular determination:

- (1) Time of day;
- (2) Proximity to residential structures;
- (3) Whether the noise is recurrent, intermittent, or constant;
- (4) Volume and intensity;
- (5) Whether the noise is enhanced in volume or range by any type of electronic or mechanical means;
- (6) Whether the noise is related to the normal operation of a business or other labor activity; and
- (7) Whether the noise is subject to being controlled without unreasonable effort or expense to the creator thereof.

C. The outdoor day-night average sound level (DNL) in decibels at the property line shall not exceed the levels as outlined in the attached table. In the investigation of a violation, the responding official of the Borough shall estimate DNL using the a handheld decibel level meter. Should the test indicate a DNL exceeding the prescribed decibels, the officer shall notify the owner and any aggrieved party of his findings and the potential violation. He shall also recommend appropriate abatement measures. Should a subsequent investigation still indicate a problem, the officer shall determine such average sound level by taking no less than three measurements with a decibel meter, all of which shall occur within 72 hours but no less than 15 minutes apart. An alternative method to determine excessive noise level is to determine if there is any audible noise at a distance of 125 feet from the property line of the source of the sound. Any audible noise at this distance is to be deemed a violation of the chapter and the same enforcement procedures apply [Amended 6-3-2019 by Ord. No. 464]

Land Use Category	Time	Sound Level Limit
Residential, public space, open space or institutional	8:00 a.m. to 8:00 p.m. Monday through Thursday	65 dBA
	8:00 a.m. to 9:00 p.m. Friday and Saturday	
	11:00 a.m. to 8:00 p.m. Sundays and holidays	50 dBA
	After 8:00 p.m. Sunday through Thursday	
	After 9:00 p.m. Friday and Saturday	

Land Use Category	Time	Sound Level Limit
Commercial or business	8:00 a.m. to 8:00 p.m. Sunday through Thursday	70 dBA
	8:00 a.m. to 9:00 p.m. Friday and Saturday	
	11:00 a.m. to 8:00 p.m. Sundays and holidays	
	After 8:00 p.m. Sunday through Thursday	60 dBA
	After 9:00 p.m. Friday and Saturday	

§ 198-5. Exempted noises.

The following noises are exempt from this chapter:

- A. Noises of safety signals, warning devices, emergency pressure valves, factory steam whistles and all mechanical and electronic church bells or chimes.
- B. Noises resulting from any authorized emergency vehicle when responding to any emergency call or acting in time of emergency.
- C. Approved special events as defined in Chapter 88 to include concerts, band concerts, block parties, church carnivals or other performances or similar activities publicly or privately sponsored and presented in any public or private space outdoors, provided that such activities do not occur between the hours of 8:00 p.m. and 8:00 a.m.
- D. Noise from lawn mowers, weed trimmers, edging machines, leaf blowers or other similar small-engine yard maintenance equipment, properly equipped according to manufacturer's specifications, and used between 8:00 a.m. and 8:00 p.m., with the exception of Sundays, which will be between 11:00 a.m. and 5:00 p.m.
- E. Musical accompaniment/noise associated with any event held in recognition of a community celebration of national, state or county events or public festivals.
- F. Snow removal equipment.
- G. Municipal and utility services. Sounds resulting from the repair or replacement of any municipal or utility installation in or about the public right-of-way.

§ 198-6. Noises prohibited.

The following noises are prohibited:

- A. Noise or sounds that are substantially incompatible with the time and location where created to the extent that it creates an actual or imminent interference with peace or good order.
- B. Noise that is perceived by a person of ordinary and reasonable sensibilities as

interrupting the normal peace and calm of an area or neighborhood, particularly during the hours of 8:00 p.m. and 8:00 a.m.

- C. Dogs or any other constrained animals that, by frequent or habitual howling, yelping, barking or otherwise, cause loud noises and produce seriously annoying disturbance to any person or to the neighborhood for a period of 10 minutes continuously and unnecessarily, or intermittently for a period of 30 minutes or more.
- D. Operating or permitting the operation of any automobile, motorcycle, dirt bike, go-cart, recreational vehicle, remote control vehicle, or other vehicle that engages in jackrabbit starts, spinning tires, racing engines, or other operations, including, without limitation, operating an overloaded or out of repair vehicle which creates unreasonably loud or disturbing noise so as to disturb the comfort and repose of any person of normal sensibilities in the vicinity.
- E. Knowingly permitting the occurrence or emanation of any of the foregoing specifically enumerated violations of this chapter on property owned, possessed, or used, in whole or in part, by any person or entity shall be a violation of this chapter.

§ 198-7. Noise complaint procedure.

In the event any person has reasonable grounds for believing that any provision of this chapter is being violated, he may make a report thereof to the Milford Police Department or Zoning Code Enforcement Officer, which shall investigate the alleged violation. If any such investigation reveals a violation, the investigating officer has the authority to cause a written complaint to be made and may issue a citation for a civil penalty, and/or may obtain other enforcement measures as allowed in this chapter.

§ 198-8. Enforcement; violations and penalties.

Any individual who is found in violation of this chapter may be subject to a civil penalty. The amount of such civil penalty shall be assessed as described below. Each day the violation continues shall be considered a separate offense and therefore, such continuing violation may be subject to multiple civil penalties as described below.

A. Compliance order.

- (1) Upon making a determination that a person is in violation of this chapter, Milford Borough may issue a compliance order to the person in violation of this chapter. The compliance order shall notify the violator of the violation in writing. Such order shall identify the circumstances giving rise to the violation, including the times, dates and places of the violation. Such notification shall further identify the action which is necessary to comply with this chapter. Such order shall state that if the violator does not comply within a reasonable time, not to exceed 15 days, the individual will be subjected to a civil penalty. If circumstances exist such that the violator cannot come into compliance within 15 days, Milford Borough may grant an extension of time commensurate with the magnitude of the violation. The compliance order shall further state that failure to comply with the terms of the compliance order will subject the violator to a civil penalty and shall further state the amount of said civil

penalty.

- (2) Any person who violates or permits a violation of this chapter shall, upon being found liable therefor, pay a fine of not more than \$600, plus court costs and reasonable attorneys' fees incurred by the Borough in the enforcement proceedings. If the penalty is not paid, the Borough shall initiate a civil action for collection in accordance with the Pennsylvania Rules of Civil Procedure. Each day a violation exists shall constitute a separate offense, and each section of this chapter that is violated shall also constitute a separate offense. In addition to or in lieu of enforcement under this section, the Borough may enforce this chapter in equity in the Court of Common Pleas of Pike County.

§ 198-9. Effective date; severability; conflicting provisions.

- A. Effective date of chapter. This chapter shall take effect immediately upon its adoption by the Milford Borough Council, and shall amend and supersede the previously existing noise control regulations ordinance, existing prior to this chapter's adoption.
- B. Severability. If any provision or provisions of this chapter shall be deemed by a court of law having jurisdiction over such matters to be unenforceable, invalid, or unconstitutional for any reason, such declaration shall not affect the validity of the chapter as a whole, or any part thereof that is not specifically declared to be.
- C. Conflict of laws or chapter provisions. Whenever the regulations of this chapter conflict with each other, or with the requirements of another statute, the more restrictive standard shall govern.

The following Code does not display images or complicated formatting. Codes should be viewed online. This tool is only meant for editing.

Article III Special Events

[Added 9-19-2017 by Ord. No. 451]

§ 88-18 Approval requirements; fee.
[Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. I)]

Special events, as hereinafter defined, shall be permitted after review and approval by the Borough Council, which shall grant approval in the form of a resolution. The application for a special event must be submitted no later than 30 days prior to the first day of the event and at least two weeks prior to the next scheduled Borough Council meeting. Each application should be accompanied by a fee per the fee schedule as established by the Borough Council. Applications submitted less than 30 calendar days prior to the proposed event may be approved, but must include an additional late fee and the Council reserves the right to deny any application not timely submitted. The approval for the event is good for up to 30 days if the event has to be postponed.

§ 88-19 Definitions.
As used in this article, the following terms shall have the meanings indicated:

SPECIAL EVENT

A parade, concert, show carnival, circus, fair or similar event proposed to take place on a lot or on premises for which no zoning permit has been issued for such activities on a regular basis. Such special event must be sponsored by and for the benefit of a church, fire company, ambulance corps, chamber of commerce, civic club, little league or similar nonprofit organization which is either located in the Borough, or which benefits the Borough community; said benefit to be determined by the Borough Council in its discretion.

§ 88-20 Standards and limitations.

- A. The maximum time period for such an event shall be three days and no permits shall be issued to any one organization for more than three such events in any one calendar year.
- B. All activities other than parades, which may take place on the streets of the Borough, shall occur on a lot or lots in the Commercial District or on a park or ball field owned by the Borough when the Council, at a regularly scheduled or special meeting, authorizes such use.
- C. The sponsoring organization shall make adequate arrangements for security, parking, traffic control, garbage and trash collection, sanitary facilities, noise control, etc., as approved by the Council.

1) Horse drawn rides
 2) Bicycle Rides
 3)

1) Require water filled barriers

MILFORD BOROUGH SPECIAL EVENT POLICY

Milford Borough's Special Event Permit Policy is designed to provide effective coordination of events throughout the year. When reviewing the Policy and filling out the permit application for your event, please note the following:

The Milford Borough Code **Chapter 88-19** defines a special event as a “parade, concert, show carnival, circus, fair or similar event proposed to take place in the Borough and must be sponsored by and for the benefit of a church, fire company, ambulance corps, chamber of commerce, civic club, little league or similar non-profit organization which is either located in the Borough, or which benefits the Borough community, said benefit to be determined by the Borough Council in its discretion”. Special events shall be permitted by resolution after review at a public meeting of the Borough Council. The permit will be subject to fees and conditions as determined by the Council. Applicants should also consult **Chapter 214 Parks and Public Areas** for additional restrictions on the use of public property in the Borough. This policy does not supercede any Borough code except by resolution of the Borough Council approved at a public meeting.

The maximum time period for such an event shall be three (3) days and no permits shall be issued to any one organization for more than three such events in any one calendar year.

Events should comply with all other Borough Ordinances. The noise ordinance is in effect from 8:00 pm to 8:00 am daily and 9:00 pm to 8:00 am Friday and Saturday. Set up should not take place prior to 8:00 am particularly in Borough parks in residential neighborhoods. Amplified sound may not extend beyond the general area of the event such that it disturbs neighbors or adjoining properties.

The applicant is required to secure port-a-johns/portable washrooms, chairs, trash boxes and any medical needs for the production at applicant/s sole cost & expense if Borough Council requires for the special event. Failure to adequately provide such amenities could result in production applicant/s or coordinator/s inability to hold future events in the Borough.

The Borough will request reimbursement for certain costs for services provided by the Borough, e.g., Police in connection with your event, set up of barriers for street closure or trash pick-up. Contact the Borough Office or the Police Department to arrange an extra duty detail in advance of the event.

The application for a Special Event must be submitted no later than 30 days prior to the first day of the event and at least 2 weeks prior to the next scheduled Borough Council

Meeting. Applications should be accompanied by the permit fee of \$60. Applications submitted less than thirty (30) calendar days prior to the proposed event must include an additional late fee and may be declined a permit. The assigned permit for this event is good for a period of thirty days.

Special events on Borough property require commercial liability insurance for the production submitted with this permit application. A Certificate of Insurance must designate the Borough of Milford as an also insured.

Arrangements for the event should not be finalized until such time as you have received a permit. No such event can take place without a permit. The Borough reserves the right to waive permit fees for non-profit events.

Adjoining property owners/neighbors will be notified via the Borough Website and Facebook and at the public meeting of the Council at least two weeks in advance of the scope and timetable of your event.

No alcohol is permitted without the approval of PA Liquor Control Board and the Borough Council.

Cancellations or cancellation of requested services must be made in writing prior to the event. Failure to provide written verification may result in the sponsor/s being required to reimburse the Borough for the agreed upon services.

PLEASE COMPLETE THE ATTACHED APPLICATION AND RETURN WITH THE REQUIRED FEES TO THE BOROUGH OFFICE.

MILFORD BOROUGH SPECIAL EVENT APPLICATION

GENERAL INFORMATION

Name of the event: _____

Name/address of the host: _____

Event coordinator/contact: _____

Cell phone number: _____

E-mail address: _____

On-site contact, day of event: _____

Cell: _____

Purpose/content of event: _____

Specific location/s requested: _____

Date/s of event: _____

Set up date/time: _____

Breakdown date/time: _____

Hours of event: _____

ADDITIONAL INFORMATION

Will you require road closure? _____ yes _____ no

Will you require police assistance? _____ yes _____ no

Will you be using amplified sound? _____ yes _____ no

NOTE: AMPLIFIED SOUND IS SUBJECT TO BOROUGH NOISE ORDINANCE

Please list date/s & hours of amplified sound use: _____

Will staging be used? ___ yes ___ no

Is it pre-fabricated _____ Or built on site _____

(If built on site, sealed plans must be provided and a Building Permit required.)

Will tents or canopies be erected? _____ yes _____ no
If yes, please describe: quantity: _____ size/s: _____ total sq. ft.: _____

Will you be selling retail merchandise? _____ yes _____ no

Do you plan on providing food or merchandise? _____ yes _____ no

COMPLETE, SIGN AND DATE

By signing and submitting this Special Event Permit Application, sponsor agrees to indemnify, defend, and hold harmless the Borough of Milford and its employees, officers, and agents from and against any and all losses, costs (including, but not limited to litigation and settlement costs and counsel fees), claims, suits, actions, damages, liability and expenses, occasioned wholly or in part by the Sponsor's act or omission or negligence or fault of the Sponsor's agents, subcontractors, suppliers, employees or servants in connection with the Permit, except for any claims, liability, demands, suits or losses arising from willful or grossly negligent acts of the Borough of Milford, its elected and appointed officials, agents, employees, and authorized volunteers.

Name of Event Sponsor: _____
Non Profit

Authorized Signer: _____

Title of Signer: _____

Date Signed: _____

Approved By: _____

Date Approved: _____

MILFORD BOROUGH BANNER PERMIT APPLICATION

PLEASE READ THE FOLLOWING CRITERIA CAREFULLY BEFORE YOU COMPLETE THIS APPLICATION BECAUSE THE BANNER, WHICH YOU ERECT MUST COMPLY WITH THESE SPECIFICATIONS.

***PERMANENT CABLES MUST BE USED TO FASTEN EVERY PART OF THE BANNER; NO ROPES MAY BE USED TO FASTEN EVERY PART OF BANNER AND NO ROPES MAY BE SUBSTITUTED.**

***WIND HOLES MUST BE USED.**

***BANNER MUST BE INSTALLED BY A PROFESSIONAL COMPANY OR ORGANIZATION, WHICH HAS ADEQUATE EQUIPMENT SUCH AS A BUCKET TRUCK (NO LADDERS MAY BE USED) TO ERECT BANNER. THE BOROUGH RESERVES THE RIGHT TO INSTRUCT A BANNER BE REMOVED IF BANNER IS NOT PROPERTY INSTALLED.**

***THE BANNER MAY NOT EXCEED THREE FEET BY 20 FEET.**

***THE BANNER MUST HAVE A MINIMUM CLEARANCE OF 17 FEET AND SIX INCHES.**

***NOT MORE THAN 20% OF MESSAGE ON BANNER MAY RELATE TO NAMING OR TO ADVERTISING A COMMERCIAL PRODUCT, ENTERPRISE, BUSINESS OR COMPANY REGARDLESS OF WHETHER SPONSORING THE EVENT OR BANNER INSTALLATION.**

***TRAFFIC CONTROL MUST BE PERFORMED IN ACCORDANCE WITH PA DEPARTMENT OF TRANSPORTATION MOST RECENT PUBLICATION 203.**

***EMERGENCY NUMBERS IN CASE PROBLEMS OCCUR WITH BANNER MUST BE PROVIDED PRIOR TO APPROVAL.**

Milford Borough has two locations where banners are permitted. Please select one of the following locations: _____

BROAD STREET (ROUTE 209/6 NORTH) AT CHERRY ALLEY NEAR
MILFORD BOROUGH MUNICIPAL PARKINGLOT

EAST HARFORD STREET (ROUTE 209 SOUTH) AT KENNEDY TRIANGLE,
NEAR SECOND STREET AND ENTRANCE TO BOROUGH

Remember that other groups may have reserved the banner location for the time period after you. If you do not remove the banner on the date specified you may take away the time another group is able to erect its banner. Groups may reserve no more than one (1) banner at a time for any period. Maximum period for a banner display is two (2) weeks.

Dates of banner placement: _____

Set up date/time: _____

Removal date/time: _____

The fee for the placement of a banner, which may only be placed on the poles, which the Borough owns and operates, is \$100. The applicant is also required to post a refundable \$200.00 removal deposit fee. The Borough reserves the right to retain the removal deposit for banner if it is not removed by the specified date of removal.

COMPLETE, SIGN AND DATE

By signing and submitting this Special Event Permit Application, sponsor agrees to indemnify, defend, and hold harmless the Borough of Milford and its employees, officers, and agents from and against any and all losses, costs (including, but not limited to litigation and settlement costs and counsel fees), claims, suits, actions, damages, liability and expenses, occasioned wholly or in part by the Sponsor's act or omission or negligence or fault of the Sponsor's agents, subcontractors, suppliers, employees or servants in connection with the Permit, except for any claims, liability, demands, suits or losses arising from willful or grossly negligent acts of the Borough of Milford, its elected and appointed officials, agents, employees, and authorized volunteers.

Name of Event Sponsor: _____

Non-Profit

Authorized Signer: _____

Title of Signer: _____

Date Signed: _____

Approved By: _____

*Borough of Milford, PA
Monday, February 6, 2023*

Chapter 214. Parks and Public Areas

[HISTORY: Adopted by the Borough Council of the Borough of Milford 11-6-1995 by Ord. No. 297.
Amendments noted where applicable.]

GENERAL REFERENCES

Alcoholic beverages — See Ch. **82**.

Animals — See Ch. **94**.

Curfew — See Ch. **135**.

§ 214-1. Parks and public areas.

This chapter shall govern the use of parks and public areas within the Borough. "Parks and public areas" shall be defined as those areas owned by the Borough that are open for public use, such as monument areas, town square lots, ball fields, playgrounds, park areas and similar areas, but shall not include the Borough building or Borough garage building.

§ 214-2. Restrictions.

[Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. I)]

- A. All official Borough parks shall be designated as tobacco- and nicotine-free areas. This includes the use of a lighted cigar, cigarette, pipe or any tobacco-containing substance or of an electronic cigarette.
- B. No amplified sound or music is permitted to be played at a level to be disruptive to other persons enjoying the park.
- C. No person shall conduct himself within a park so as to disrupt any other person using the park for recreation or enjoyment of nature or disturb or disrupt any event, activity, or special event approved by Borough Council for which a permit has been granted.
- D. No person shall operate or possess a motorized vehicle, bicycle, trail bike or similar vehicle in any Borough park. This subsection shall not apply to equipment owned or operated by the Borough or its agents.
- E. Glass containers, including, but not limited to, glass bottles and jars are prohibited in any Borough park.
- F. Domesticated animals, including, but not limited to, dogs and cats, whether leashed or unleashed are not permitted in the Ann Street Memorial Park or the ball field on East Catherine Street. This rule shall not apply to service animals engaged in guiding persons for safety purposes.
- G. No person shall permit any dog or other animal except wildlife to run at large in any Borough park. Any person who shall bring any dog or other animal onto any Borough park, where permitted, shall at all times attend to and maintain control of such animal. All dogs shall be maintained on a leash.
- H. No person shall remove, molest, injure or damage anything natural or physical within all parks. Digging, collecting or removing any natural or cultural resources is prohibited.

- I. No bikes, skateboards, roller blades, scooters or any other type of wheeled item may be used on any basketball court.
- J. No groups, parties or individuals shall occupy a park facility in the Borough of Milford unless a permit has been secured and approved by the Borough Council for such occupancy.
- K. No gathering or meeting of any kind assembled through advertisement shall be permitted in a park or playground. Meetings or gatherings for political or industrial purposes are not permitted.
- L. No person shall scatter, drop or leave in any portion of a park or playground, except in the receptacles provided for that purpose, any piece of paper, rag, garbage, glass, tin containers or other rubbish.
- M. No person shall injure, deface or destroy any notices, rules or regulations for the government of a park or playground posted or in any other manner permanently fixed within the limits of the same.
- N. No person shall climb any tree or break, cut down, remove or in any manner injure or deface any ornament, tree, plant, shrub, fern, flower, flowerbed, turf or any of the buildings, fences, bridges, playground equipment or other construction within a park or playground; nor shall any person write on any building, structure, fence, rock or stone within a park or playground.
- O. No person shall be permitted on park property without Council approval from dusk to 8:00 a.m., except by special permit issued by the Borough Council. As used in this section, the term "dusk" shall mean 10 minutes before sunset.

§ 214-3. Violations and penalties.

[Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. I)]

Any person who violates or permits a violation of this chapter shall, upon being found liable therefor, pay a fine of not more than \$600, plus court costs and reasonable attorneys' fees incurred by the Borough in the enforcement proceedings. If the penalty is not paid, the Borough shall initiate a civil action for collection in accordance with the Pennsylvania Rules of Civil Procedure. Each day a violation exists shall constitute a separate offense, and each section of this chapter that is violated shall also constitute a separate offense. In addition to or in lieu of enforcement under this section, the Borough may enforce this chapter in equity in the Court of Common Pleas of Pike County.

MILFORD BOROUGH SPECIAL EVENT POLICY

Milford Borough's Special Event Permit Policy is designed to provide effective coordination of events throughout the year. When reviewing the Policy and filling out the permit application for your event, please note the following:

The Milford Borough Code Chapter 33 defines a special event as a “parade, concert, show carnival, circus, fair or similar event proposed to take place in the Borough and must be sponsored by and for the benefit of a church, fire company, ambulance corps, chamber of commerce, civic club, little league or similar non-profit organization which is either located in the Borough, or which benefits the Borough community, said benefit to be determined by the Borough Council in its discretion”. Special events shall be permitted by resolution after review at a public meeting of the Borough Council. The permit will be subject to fees and conditions as determined by the Council.

The maximum time period for such an event shall be three (3) days and no permits shall be issued to any one organization for more than three such events in any one calendar year.

Events should comply with all other Borough Ordinances. The noise ordinance is in effect from 8:00 pm to 8:00 am daily. Set up should not take place prior to 8:00 am particularly in Borough parks in residential neighborhoods. Amplified sound may not extend beyond the general area of the event such that it disturbs neighbors or adjoining properties.

The applicant is required to secure port-a-johns/portable washrooms, chairs, trash boxes and any medical needs for the production at applicant/s sole cost & expense if Borough Council requires for the special event. Failure to adequately provide such amenities could result in production applicant/s or coordinator/s inability to hold future events in the Borough.

The Borough will request reimbursement for certain costs for services provided by the Borough, e.g., Police in connection with your event, set up of barriers for street closure or trash pick-up. Contact the Borough Office or the Police Department to arrange an extra duty detail in advance of the event.

The application for a Special Event must be submitted no later than 30 days prior to the first day of the event and at least 2 weeks prior to the next scheduled Borough Council Meeting. Applications should be accompanied by the permit fee of \$100. Applications submitted less than thirty (30) calendar days prior to the proposed event must include an additional late fee and may be declined a permit. The assigned permit for this event is good for a period of thirty days.

Special events on Borough property require commercial liability insurance for the production submitted with this permit application. A Certificate of Insurance must designate the Borough of Milford as an also insured.

Arrangements for the event should not be finalized until such time as you have received a permit. No such event can take place without a permit.

Adjoining property owners/neighbors will be notified via the Borough Website and Facebook and at the public meeting of the Council at least two weeks in advance of the scope and timetable of your event.

No alcohol is permitted without the approval of PA Liquor Control Board and the Borough Council.

Cancellations or cancellation of requested services must be made in writing prior to the event. Failure to provide written verification may result in the sponsor/s being required to reimburse the Borough for the agreed upon services.

**PLEASE COMPLETE THE ATTACHED APPLICATION AND
RETURN WITH THE REQUIRED FEES TO THE BOROUGH OFFICE.**

MILFORD BOROUGH SPECIAL EVENT APPLICATION

GENERAL INFORMATION

Name of the event: _____

Name/address of the host: _____

Event coordinator/contact: _____ Cell phone no.: _____

E-mail address: _____

On-site contact, day of event: _____ Cell phone no.: _____

Purpose/content of event: _____

Specific location(s) requested: _____

Date(s) of event: _____

Set up date/time: _____

Breakdown date/time: _____

Hours of event: _____

ADDITIONAL INFORMATION

Will you require road closure? Yes No

Will you require police assistance? Yes No

Will you be using amplified sound? Yes No

NOTE: AMPLIFIED SOUND IS SUBJECT TO BOROUGH NOISE ORDINANCE

Please list date(s) and hours of amplified sound use: _____

Will staging be used? Yes No

Is it pre-fabricated Or built on site

(If built on site, sealed plans must be provided and a Building Permit required.)

Will tents or canopies be erected? _____yes _____no

If yes, please describe: quantity: _____ size/s: _____ total sq. ft.: _____

Will you be selling retail merchandise? _____yes _____no

Do you plan on providing food or merchandise? _____yes _____no

COMPLETE, SIGN AND DATE

By signing and submitting this Special Event Permit Application, sponsor agrees to indemnify, defend, and hold harmless the Borough of Milford and its employees, officers, and agents from and against any and all losses, costs (including, but not limited to, litigation and settlement costs and counsel fees), claims, suits, actions, damages, liability and expenses, occasioned wholly or in part by the Sponsor's act or omission or negligence or fault of the Sponsor's agents, subcontractors, suppliers, employees or servants in connection with the Permit, except for any claims, liability, demands, suits or losses arising from willful or grossly negligent acts of the Borough of Milford, its elected and appointed officials, agents, employees, and authorized volunteers.

Name of Event Sponsor: _____

Authorized Signer: _____

Title of Signer: _____

Date Signed: _____

Approved By: _____

Date Approved: _____

MILFORD BOROUGH BANNER PERMIT APPLICATION

PLEASE READ THE FOLLOWING CRITERIA CAREFULLY BEFORE YOU COMPLETE THIS APPLICATION BECAUSE THE BANNER, WHICH YOU ERECT MUST COMPLY WITH THESE SPECIFICATIONS.

*PERMANENT CABLES MUST BE USED TO FASTEN EVERY PART OF THE BANNER; NO ROPES MAY BE USED TO FASTEN EVERY PART OF BANNER AND NO ROPES MAY BE SUBSTITUTED.

*WIND HOLES MUST BE USED.

*BANNER MUST BE INSTALLED BY A PROFESSIONAL COMPANY OR ORGANIZATION, WHICH HAS ADEQUATE EQUIPMENT SUCH AS A BUCKET TRUCK (NO LADDERS MAY BE USED) TO ERECT BANNER. THE BOROUGH RESERVES THE RIGHT TO INSTRUCT A BANNER BE REMOVED IF BANNER IS NOT PROPERTY INSTALLED.

*THE BANNER MAY NOT EXCEED THREE FEET BY 20 FEET.

*THE BANNER MUST HAVE A MINIMUM CLEARANCE OF 17 FEET AND SIX INCHES.

*NOT MORE THAN 20% OF MESSAGE ON BANNER MAY RELATE TO NAMING OR TO ADVERTISING A COMMERCIAL PRODUCT, ENTERPRISE, BUSINESS OR COMPANY REGARDLESS OF WHETHER SPONSORING THE EVENT OR BANNER INSTALLATION.

*TRAFFIC CONTROL MUST BE PERFORMED IN ACCORDANCE WITH PA DEPARTMENT OF TRANSPORTATION MOST RECENT PUBLICATION 203.

*EMERGENCY NUMBERS IN CASE PROBLEMS OCCUR WITH BANNER MUST BE PROVIDED PRIOR TO APPROVAL.

Milford Borough has two locations where banners are permitted. Please select one of the following locations:

- BROAD STREET (ROUTE 209/6 NORTH) AT CHERRY ALLEY NEAR MILFORD BOROUGH MUNICIPAL PARKING LOT
- EAST HARFORD STREET (ROUTE 209 SOUTH) AT KENNEDY TRIANGLE, NEAR SECOND STREET AND ENTRANCE TO BOROUGH

Remember that other groups may have reserved the banner location for the time period after you. If you do not remove the banner on the date specified you may take away the time another group is able to erect its banner. Groups may reserve no more than one (1) banner at a time for any period. Maximum period for a banner display is two (2) weeks.

Dates of banner placement: _____

Set up date/time: _____

Removal date/time: _____

The fee for the placement of a banner, which may only be placed on the poles, which the Borough owns and operates, is \$125.00. The applicant is also required to post a refundable \$100 removal deposit fee. The Borough reserves the right to retain the removal deposit for banner if it is not removed by the specified date of removal.

COMPLETE, SIGN AND DATE

By signing and submitting this Special Event Permit Application, sponsor agrees to indemnify, defend, and hold harmless the Borough of Milford and its employees, officers, and agents from and against any and all losses, costs (including, but not limited to litigation and settlement costs and counsel fees), claims, suits, actions, damages, liability and expenses, occasioned wholly or in part by the Sponsor's act or omission or negligence or fault of the Sponsor's agents, subcontractors, suppliers, employees or servants in connection with the Permit, except for any claims, liability, demands, suits or losses arising from willful or grossly negligent acts of the Borough of Milford, its elected and appointed officials, agents, employees, and authorized volunteers.

Name of Event Sponsor: _____

Authorized Signer: _____

Title of Signer: _____

Date Signed: _____

Approved By: _____

Borough of Milford

Planning Commission Commonwealth of Pennsylvania



**500 Broad Street
Milford, PA 18337
570-296-7140**

January 30, 2023

2022 Yearly Report

Dear Borough Council:

The Milford Borough Planning Commission meets on the second Monday at 7pm and the third Wednesday at 6 pm of each month as needed.

Members:

The Planning Commission includes Barbara Tarquinio (Chair), George Lutfy (Vice Chair), Bonnie Crellin, Megan Strub, Heidi Braun; Alternates: Eileen Andre, John Messer; Solicitor: Jason Ohliger; Zoning Officer: Shawn Bolles.

In 2022 the Commission met **7** times to review the following:

Conditional Use Applications:

The Commission reviewed **8** Conditional Use Applications.

- **7** CU applications were recommended for approval to the Council with specific conditions from the Planning Commission. They were: Family Promise of Monroe County; new 2 family dwelling from Roger Piicker and Martin McDonough 143 Sawkill Ave.; Drum Mountain Mgmt (Bill Shi) 2 family home at Lot 497A; Farmers Market at the Columns Museum; Bill Shi apartment at existing pool house 410 5th St.; Matt & Carol Osterberg 2 family dwelling at 111 E High St.; Iron Mountain Realty 311-315 LLC.
- **1** CU application was denied a recommendation i.e. Milford Mart SNK 122-114 W Harford St.

Subdivision / Lot Improvements Applications:

The Commission reviewed **3** Subdivision / Lot Improvement applications.

- **3** Subdivision/Lot Improvements were recommended for approval to the Council. They were: Matt & Carol Osterberg subdivision and lot improvement for 107 and 109 E High st., Chuck O'Neil 704 Sixth St. S and Luke Turano 709 7th St.,

Act 537 Recommendation

- The Commission recommended that the Council approve the revisions to the Act 537 Plan as required by the DEP review with 2 additional changes to the plan. (See letter to the Council 9/28).

Code Review Recommendations with Solicitor:

- Review all Multi Family/Project definitions ch 312-11,
- Review Schedule of Development Standards as per Multi-Family Multi-Use ch 312 attachment 2
- Review Microbrewery/brewery/brew pub definitions with respect to production limits.
- Review short term rental definition & policies
- Review hotel definition and policies
- Review food truck policies
- Review schedule of used for CU in LC & C districts for Office space square footage.
- Review SALDO code esp. in regards to any future land development in the Borough
- The Commission recommends hiring a professional Planner to help review these proposed code changes.

Administrative Recommendations:

- The Commission secretary now sends a formal letter to the Council identifying their recommendations after each meeting.
- The meeting minutes should be posted on the Borough website.
- The Commission asked for improved enforcement of code/ zoning violations going forward.
- The Commission requires clarity on the CU application and Subdivision/Lot Improvement process and timelines from our solicitor.
- The Commission asked that the office consistently fill in the Office Use Only sections of the CU/Saldo applications such as Date Fee Received, Date Zoning Officer Received, Planning Commission Recommendation Date, Borough Council Date etc. and include a section for the applicant to automatically extend the time period for the CU review.
- Update the Borough zoning/CU/SALDO applications after solicitor review
- The Commission asks for continued education opportunities for its members.
- Commission asks that solicitor be present unless deemed unnecessary based on the meeting agenda.