

**CERTIFICATE OF APPROPRIATENESS**

**MILFORD BOROUGH HISTORIC ARCHITECTURAL REVIEW BOARD**

**MILFORD BOROUGH ARB MET ON DATE:** March 8, 2023

**TO CONSIDER THE APPLICATION OF:** Pike County Administration

**BUSINESS NAME:** Pike County Administration

**PROPERTY OWNER:** Pike County Administration

**ADDRESS:** 102 John Street, Milford, PA 18337

**A DETERMINATION WAS RENDERED TO APPROVE ( X ) APPLICATION FOR A CERTIFICATE OF APPROPRIATENESS WITH THE FOLLOWING SPECIFIC CONDITIONS:** Approved as presented.

**DETERMINATION RENDERED TO DISAPPROVE ( ) APPLICATION FOR A CERTIFICATE OF APPROPRIATENESS FOR THE FOLLOWING SPECIFIC REASONS:**

**CHAIRPERSON**

Megan Strub

**VICE CHAIRPERSON**

Nicki Santelli-Wolff

**MEMBERS**

Justin Pfaff

David Lender

Shawn Bolles

Hector Munoz-Baras

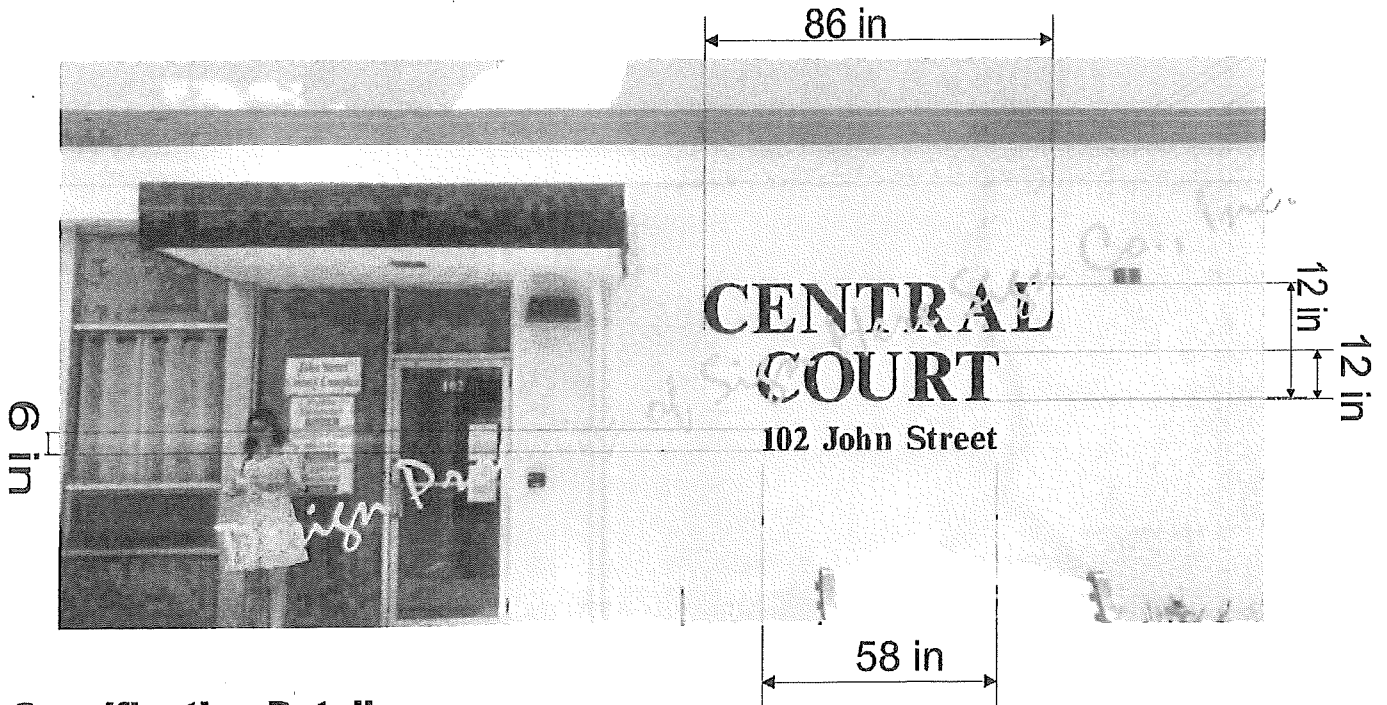
**APPROVED BY MILFORD BOROUGH COUNCIL ON:**

**BY:** \_\_\_\_\_  
**Joseph Dooley, Borough Council President**

**ATTEST:**

\_\_\_\_\_  
**Francesca Lombardo, Borough Secretary/Treasurer**

# Customer Proof



## Specification Detail

Provide & install formed plastic lettering on side of entrance as depicted.  
 Color to be Duradonic Bronze.

<b>SIGN HERE</b> SIGN CO., INC. 808 Pennsylvania Ave., Matamoras, PA 18336 <a href="http://www.signheresignco.com">www.signheresignco.com</a> <b>1-800-NEON-LIT</b>	<b>File Name: PC Admin/Central Court.fs2   Drawn By: GKB</b> Proof is property of SIGN HERE SIGN CO., INC. until customer purchases sign or reimburses SIGN HERE SIGN CO., INC. for cost of artwork.  Please proof design carefully, checking all copy, graphics and dimensions. It is the responsibility of the customer for the accuracy of the sign dimensions. Your signature gives SIGN HERE SIGN CO., INC. authorization to proceed with production.  NOTE: Colors you may view on paper or on your screen do not directly represent the final output.	<b>Customer Name:</b> Mikki 570-296-3482 ext. 1104
	Cust. Signature _____ Date _____	

# CONTRACT

Project: 107968 **Go** Municipal / PENNDOT Oversight Non-NHS

Award

**Short Description:** MEC Phase 14 - Completing the Connection

**Org Code:** 0400

**County:** Pike

**SR:** 6

**Section:** TAP

**District:** 04

**Group ID:** ---

**Municipality:** MILFORD

**Contract: 107968**

**Kruger Construction, Inc. 23-2629617**

**Scranton**

**570-383-2042 (phone)**

**570-209-7992 (fax)**

**KrugerCnstrctn@AOL.COM**

Prime Business Partner

**Pike County**

**SR 6, Section TAP**

**MEC Phase 14 - Completing the Connection**

Location

**T044-263-Y308**

Federal Project

**P-50000607TAP-0440-375-1**

WBS Element

**March 2, 2023**

Bid Opening

[Plans](#) | [Bid Items](#) | [Special Provisions](#) | [Attachments](#) | [Surety](#) | [Insurance](#) | [DBE Participation](#)

Addendum issued subsequent to the printed proposal have been incorporated into the text of this contract and the modified portions are annotated in the contract - e.g., A1, A2 etc.

Incorporated Addendum is As follows:

**Addendum No. 1**, A1, dated 02/27/2023

THIS AGREEMENT, Made this **{CURRENT\_DAY}** day of **{CURRENT\_MONTH}** A.D. **{CURRENT\_YEAR}**, between the Milford Borough of the Commonwealth of Pennsylvania Pike County, hereinafter called the Sponsor, and **Kruger Construction, Inc.** its executors, administrators, successors, or assigns, hereinafter called the Contractor.

## W I T N E S S E T H :

1. The Contractor, for and in consideration of the payment or payments herein specified and agreed to by the Sponsor, hereby covenants and agrees to furnish and deliver all the materials and to do and perform all the work and labor in the improvement of a certain section of highway at the unit prices bid by said Contractor for the respective estimated quantities aggregating approximately the sum of **\$768,808.00** and such other items as are mentioned in the Contractor's original proposal, which proposal and prices named, together with **Publication 408/2020-5 - Specifications** (as specified in the proposal) (except that the Sponsor shall be substituted for "Engineer", "Secretary", "Department" and "State Treasurer" name therein), are made a part of this contract and accepted as such, also the drawings of the project, prepared and/or approved by the Sponsor and/or the Pennsylvania Department of Transportation, which drawings are also agreed by each party as being a part hereof.

2. The description and location of the project is as follows:

This project is for the construction of the Milford Enhancement Project - Phase 10, Milford Borough, PIKE COUNTY in the COMMONWEALTH of PENNSYLVANIA. The Milford Enhancement Project - Phase 10 will generally consist of streetscape enhancement site development of public right-of-way along the south side of West Harford Street (SR Route 6) between 6th Street and 9th Street, in the Borough of Milford. The work area includes site development of areas within or adjacent to the street right-of-way between the street curb

and the property line. Work will include, but not limited to the removal of existing sidewalk and selected street curbing, lawn areas, and existing miscellaneous site elements, removal of street and regulatory signs, the installation of concrete street curbing and plant bed edging, concrete pavements and bituminous pavements, the installation of lighting footings, conduit, electrical wiring, and pedestrian light fixtures and poles, and the installation of lawn work and plantings.

3. The Contractor further covenants and agrees that all work shall be performed in the best and most professional manner. The Contractor also agrees that all materials furnished and labor performed shall be in strict and complete conformity, in every respect, with all parts of this contract and shall be subject to the inspection and acceptance of authorized representatives of the Sponsor and/or the Pennsylvania Department of Transportation. In the event that any portion of work (including materials supplied pursuant thereto) performed by the Contractor is rejected by the authorized representatives as defective, unsuitable, or unacceptable, the Contractor agrees to remove and replace all such rejected portions of work in conformance with this contract and to the satisfaction of and at no expense to the Sponsor and/or the Pennsylvania Department of Transportation. The Contractor further covenants that prompt payment will be made in full for all labor and materials used in the performance of work on this project.

4. The Contractor covenants and agrees that all work (including, but not limited to, all labor performed and all materials supplied) on this project shall be performed and completed to the satisfaction of the Sponsor and/or the Pennsylvania Department of Transportation on or before the expiration date of **12/14/2023**. If, for any reason, except as provided in the contract, the Contractor fails to complete all work on this project to the satisfaction of the Engineer of the Sponsor within the aforementioned time allowed, the Sponsor shall deduct from any sums due or which may become due the Contractor the amount indicated in the Specifications for each calendar day used in excess of the aforementioned number of days allowed, or, in case a completion date is fixed, for each calendar day elapsing between that completion date and the actual date of completion. If no sums are due the Contractor, the Contractor agrees to remit to the Sponsor the aforementioned sum for each day used in excess of the time allowed for completion of the contract. The amounts deducted or remitted under this paragraph are liquidated damages and not penalties.

5. The Contractor further covenants and warrants that the Contractor has had sufficient time to examine and has examined the site of the contract work to ascertain for itself those conditions such as may be determined by inspection, investigation, and inquiry, including the location, accessibility, and general character of the site.

6. The Contractor further covenants that the Contractor has not relied upon any information provided by the Sponsor and/or the Pennsylvania Department of Transportation, including information contained in the Special Provisions, concerning the time within which publicly or privately-owned facilities below, at or above the ground are expected to be installed, removed, repaired, replaced, and/or relocated; that the Contractor has not relied upon any information provided by the Department concerning the location or existence of all such facilities that might be below, at or above the ground; that the Contractor has contacted or will contact all owner of such facilities to verify the location and position of all such facilities and the time within which work on such facilities will be performed; and that the Contractor is aware delays might be incurred in the performance of work on this project as a result of work being performed or that will be performed on such facilities by their owners. It is understood further that, notwithstanding assistance of any kind and extent that might be provided by the Sponsor and/or the Pennsylvania Department of Transportation, the Contractor, in every instance, bears the ultimate responsibility of resolving all disputes of every kind with the owners of such facilities. The Contractor agrees to save and hold the Sponsor and/or the Pennsylvania Department of Transportation harmless from liability for all delays, interference and interruptions that might arise during the performance of work on this project as a result of work being or that will be performed on such publicly or privately-owned facilities.

7. The Contractor further covenants and warrants that it has read, is completely familiar with and understands thoroughly the Publication 408 Specifications (as specified in the proposal), the Special Provisions and/or Conditions, the Plans, and any other addenda or requirements, contained in the proposal governing the performance of work under this contract, whether attached hereto and made a part hereof, or incorporated herein by reference.

8. It is distinctly understood and agreed that the Contractor shall not do any work (including, but not limited to, the supply of labor and/or materials) not covered by the specifications and the contract, unless such work has been authorized in writing as provided in the Specifications. In no event shall the Contractor incur any liability by reason of refusing to obey any verbal directions or instructions that he might be given to perform additional or extra work. Likewise, the Sponsor will not be liable for any work performed as additional or extra work, unless such work is required of the Contractor in writing as provided in the Specifications. All such work which might have been performed by the Contractor without such written order first being given shall be at the Contractor's risk, cost, and expense, and the Contractor hereby covenants and agrees that, without such written order, he shall make no claim for compensation for such unauthorized work.

9. It is further distinctly agreed that the Contractor shall not assign this contract, nor any part thereof, nor any right to any sums to be paid the Contractor hereunder, nor shall any part of the work to be done or material furnished under this contract be sublet, without the consent in writing of the Sponsor.

10. It is also agreed and understood that the acceptance of the final payment by the Contractor shall be considered as a release in full of all claims against the Sponsor and/or the Pennsylvania Department of Transportation arising out of, or by reason of, the work done and materials furnished under this contract.

11. The Contractor shall accept, in so far as the work covered by the contract is concerned, the provisions of the Workers Compensation Act, and any supplements or amendments thereto, and shall insure its liability thereunder or file with the Department of Transportation a certificate of exemption from insurance from the Bureau of Workers' Compensation of the Department of Labor and Industry.

12. In order to secure proper and complete compliance with the terms and provisions of this contract, the Contractor shall provide a bond in a sum equal to one hundred percent (100%) of the total contract price of the work to be done. The Contractor shall also secure an additional bond in the same amount for the prompt payment in full for all labor and materials supplied in performing work on this project. Both bonds are attached to and made a part of this contract.

13. The Contractor hereby further agrees to receive and the Sponsor agrees to pay the prices set forth in the linked bid items as full compensation for furnishing all the materials and labor which may be required in the prosecution and completion of all work to be done under this contract, and in all respects to complete the contract to the satisfaction of the Sponsor.

14. Contractor is undertaking the work to be performed under the terms of this agreement covenants and agrees to comply with the required contract provisions set forth in F.A.R.-C.A., September 1975, issued by the United States Department of Transportation, Federal Highway Administration, and the Commonwealth Nondiscrimination Clause, and the Commonwealth Contractor Integrity Provisions.

15. The Contractor certified in their bid submission to the disclosure of lobbying activities and, if applicable, completed the disclosure form and by said certification understands that **Public Law 101-121, Section 319**, prohibits federal funds from being expended by recipient or any lower tier sub-recipients of a federal contract, grant, loan or cooperative agreement to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the awarding of any federal contract, the making of any federal grant or loan, or the entering into of any cooperative agreement.

16. If federal funds are involved, the Contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The Contractor shall carry out applicable requirements of **49 C.F.R. Part 26** in the award and administration of United States Department of Transportation assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Department deems appropriate, which may include, but is not limited to: (1) withholding monthly progress reports; (2) assessing sanctions; (3) liquidated damages; and/or (4) disqualifying the contractor from future bidding as non-responsible. The Contractor must include this assurance in each subcontract that the Contractor signs with a subcontractor.

**Additional Information**

**Contract Status**

**Current Contract Status:** **Municipality Review**

**Workflow**

Status	Name	Disposition	Date/Time
Draft	Lynn A Phillips/PennDOT	Award	03/14/2023 08:21:57 AM
Contractor Review	Linda Malinowski/PennDOT BP-000893 - President	Sign	03/16/2023 03:12:06 PM
BOD CMD Review	Christina Rudy/PennDOT	Accept	03/22/2023 12:33:04 PM

**Comment:**

This comment is associated to a workflow action and will only be saved when performing a workflow action.

**Audit Information**

Created By	Created On	Modified By	Modified On
Lynn A Phillips/PennDOT	03/14/2023 08:21:57 AM	Christina Rudy/PennDOT	03/22/2023 12:33:04 PM

You are currently logged in as **Francesca Lombardo**. If this is incorrect, please [login](#). Your session will timeout in **29** minutes.

## **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: \_\_\_\_\_

MILFORD BOROUGH SPECIAL EVENT APPLICATION

GENERAL INFORMATION

Name of the event: Easter Open House  
 Name/address of the host: Milford Fire Dept 107 W. Catharine St  
 Event coordinator/contact: Terri Christensen Cell phone no.: 570 507 0400  
 E-mail address: events@milfordfire33.com  
 On-site contact, day of event: Terri Christensen Cell phone no.: 570 507 0400  
 Purpose/content of event: Community Service  
 Specific location(s) requested: Milford Fire Dept / W. Catharine St  
 Date(s) of event: April 8 12-2 pm  
 Set up date/time: 12 noon  
 Breakdown date/time: 2 pm  
 Hours of event: 2 hours

ADDITIONAL INFORMATION

Will you require road closure? Yes  No  W. Catharine from Broad to Fifth St  
 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 supporter t-shirts

Do you plan on providing food or merchandise?  yes \_\_\_\_\_ no cookies

**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: Milford Fire Department

Authorized Signer: Tova Christensen

Title of Signer: Event coordinator for Milford Fire Dept

Date Signed: March 30, 2023

Approved By: \_\_\_\_\_

Date Approved: \_\_\_\_\_

**MILFORD BOROUGH**  
**Personnel Manual**

2023

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## **Statement of Purpose**

The Milford Borough Council is the legally constituted authority for all administrative, fiscal and personnel policies of the Borough.

This personnel policy is established to provide for the fair and consistent treatment of all Borough employees in order to encourage a responsive, competent and efficient work force.

The rules and procedure included in this policy are intended to provide employees with information on which they can rely in dealing with matters affecting their work related conduct, responsibilities, rights and benefits. This policy does not constitute a contract with any employee or group of employees, and if items in this policy are found to be in conflict with any law, the law will prevail. The Milford Borough Council may authorize exceptions, additions or changes to this policy whenever necessary to meet the intent of fair treatment of employees and reasonable and efficient service to the residents of the Borough.

The Milford Borough Council will be responsible for the administration of this policy, for assuring that all employees are aware of this policy and for implementing changes as necessary to maintain efficiency and comply with applicable laws. The Milford Borough Council shall hear and resolve all grievances investigate offences and take disciplinary action, meet with employees or their representatives to discuss terms and conditions of employment, and to select and hire employees, subject to specific limitations as the Milford Borough Council may impose.

The Milford Borough Council shall have the final responsibility for resolving any ambiguities or disputes arising out of any interpretation of the policies and procedures enumerated hereafter.

## **Nondiscrimination**

In the administration of this policy, the Borough does not discriminate against any person in recruiting, selection for employment, training, promotion, retention, discipline, benefits, conditions of work or any other aspect of personnel administration because of political or religious opinions or affiliations or because of race, age, sex or national origin. In addition, the Borough does not discriminate because of physical disability; however certain jobs may require specific physical capabilities as part of their



performance. The Borough will attempt to make reasonable accommodations to enable otherwise qualified employees and applicants with disabilities to be employed. All other qualifications being equal, employment preference shall always be given to residents of Milford Borough.

## Sexual Harassment

The Borough prohibits sexual harassment of employees in any form. Sexual harassment means any unwelcome or offensive flirtations, advances, propositions or suggestions, whether physical or verbal, explicit or implied, and whether or not the action could have any effect on the employees continued employment, advancement or other working conditions.

The use of sexually suggestive language, objects or pictures in the work place are also considered harassment if they are offensive to any employee.

Any employee who feels he or she is the victim of such conduct should let the offender know in definite terms that the conduct is offensive.

If the conduct persists, or if the employee feels he or she is being penalized for refusing to submit to sexual advances, or if the conduct is intimidating in nature so the employee feels afraid to protest directly, the employee may file a complaint directly with the Milford Borough Council.

## Conditions of Employment

All employees, upon appointment to positions with the Borough, will be required to abide by these conditions.

1. **Political Activity** – Employees will not participate in any political activity during the hours when they are on duty at their Borough positions. Employees will not use the authority of their positions to influence any other person's political actions. Nothing herein contained shall affect the right of employees to hold membership in and support a political party, to vote as they choose, to express publicly or privately their opinions on all political subjects and candidates, to maintain political neutrality and to actively participate in political meetings as private citizens after work hours and off Borough premises.
2. **Outside Employment** – Employees shall not engage in outside employment which might in any way hinder the impartial performance of their public duties, embarrass the Borough government, impair their efficiency or present a conflict of interest. All employees shall inform the Milford Borough Council of any outside employment in which they may be engaged. Outside work shall not be performed when the employee is on duty at his or her Borough position.

3. **Acceptance of Gifts** – Employees shall not accept gifts given under circumstances indicating the hope or expectation of receiving a favor or better treatment than that accorded the general public, or solicits favors or gifts from anyone who has business with the Borough.
4. **Financial Interest** – No employees shall have an economic interest in any business supplying goods or services to the Borough in excess of \$1000 per year, unless the Borough through a public competitive bid process has procured such goods or services.
5. **On the Job Conduct** – Employees are expected to work diligently while on duty, to show respect and concern for the public, to abide by established work rules and not to take any action which would subject the Borough government to ridicule or embarrassment. Employees are expected to perform all duties assigned by their designated supervisors except where there is reasonable cause to believe that such assignments are in violation of the law or that such assignments would place the employee or others in avoidable physical danger.
6. **Work Rules** – Additional work rules, operating procedures and standards of conduct as are necessary, may be established by the Milford Borough Council.
7. **Work Hours** – The following work schedules shall be observed:

Borough Office – 8:30-4:30.

Department of Public Works – 6:00-3:30

Each workday shall include a lunch period of ½ hour of paid time. Where possible, adjustments to work hours may be made with approval of the Council.

Temporary employees shall work hours agreed upon when employed.

8. **Overtime** – Employees are not to perform work beyond their regularly scheduled hours without approval from the **Department Supervisor / Police Chief**.
9. **Serious Misbehavior** – A public employee must adhere to the highest principles of honesty and ethics. Any violation of such standards will result in appropriate corrective action or termination.

The following actions are considered so serious by the Borough that, if the action is proved, the offending employee may be discharged even if no prior reprimand or disciplinary actions have occurred.

- **Dishonesty**
- **Theft**
- **Use of Borough equipment for unauthorized projects**
- **Consumption of alcoholic beverages while on duty**
- **Reporting to work under the influence of alcohol or a controlled substance**
- **Use or possession of a controlled substance without prescription**
- **Recklessness resulting in an accident**
- **Willful abuse of Borough equipment**
- **Unprovoked assault on another person**
- **Use of unprovoked profanity**
- **Gross negligence in the performance of work**

- **Requesting or accepting gifts, payments or benefits during the course of and/or related to Borough business**
- **‘Moonlighting’ without the knowledge of the Borough**
- **Failure to promptly and accurately account for any funds collected for or advanced by the Borough**
- **Abusing the authority delegated to an Employee**

**10. License** – If operating a motor vehicle is part of an employee’s job, then maintenance of a valid PA operator’s license for the class of the vehicle operated shall be a condition of employment. Operating any vehicle without the required license, or when a license is suspended, shall be considered gross negligence and subject to immediate dismissal.

## Safety

The Borough requires all employees to consider safety as the highest priority in any task they perform. Specific safety rules shall be established for each department. As a minimum, all employees are required to follow the following rules regardless of job.

1. Use the safety equipment provided in performing the assigned work. Follow manufacturer’s instructions in operating any equipment or machinery.
2. Wear the prescribed clothing for the job to be performed. Loose clothing, such as scarves, shall not be permitted when working around machinery.
3. Do not operate equipment on which an employee has not been trained.
4. Warn co-workers or anyone else who might be in danger of any unsafe conditions or practices you observe.
5. Report defective equipment to your supervisor without delay.
6. Report unsafe conditions the employee observes anywhere in the Borough, regardless of whether the condition is the employee’s responsibility.
7. Report all injuries and accidents, regardless of severity.

## Smoking

Smoking is prohibited for both employees and the general public in any public building in conformance with Pennsylvania State regulations as adopted from time to time. The most recent adoption prohibits smoking in any public building at any time.

Employees who observe anyone failing to comply with the Smoking Policy should inform him or her of the policy politely. If anyone persists in failing to comply with the policy, the Milford Borough Council should be notified. Employees who fail to comply with the policy may face disciplinary action.

## Job Description

Written job descriptions shall be prepared for all Borough employees. Job descriptions are intended to clarify duties, responsibilities, reporting relationships and limits of authority. They shall be used to improve communications between employees and their supervisors by letting employees know what is expected of them. Job descriptions are not meant to limit the duties and employee may be asked to perform and descriptions are expected to change as Borough needs and procedures change.

Job descriptions shall also be used as a basis for determining the necessary qualifications when new employees are to be hired.

## Pay Rates

The Milford Borough Council shall set the compensation for each employee annually, and shall be communicated to the employees as soon as possible.

## Categories of Employment

**Regular Full-time Employees** – Any employee regularly scheduled to work forty (40) hours per week, fifty- two (52) weeks per year.

**Part-time Employee** – Any employee who works less than 1560 hours per year.

**Temporary/Seasonal Employee** - Individuals hired for specific purposes of short duration such as construction projects, roadwork, summer employment, snow plowing, etc.

## Performance Evaluation

**New / Promoted Employees** – A newly appointed or promoted employee shall serve a probationary period during which he/she will be required to demonstrate his/her fitness for the position.

1. **Length of Probationary Period** – The length of the probationary period shall be ninety (90) days and may be extended for an additional ninety (90) days at the discretion of the Milford Borough Council.

2. **Performance Evaluation During Probationary Period** – There shall be a periodic evaluation of the new employee’s work during the probationary period and a copy of such will be available to the employee in writing and kept on file at the discretion of the Council.
3. **Removal of Probationary Employee** – the Milford Borough Council may remove a probationary employee from his/her position at any time during the probationary period.

**All Employees** – the Milford Borough Council shall continually evaluate all employees.

1. A representative of the Milford Borough Council is to inform their employees directly at any time performance falls below acceptable levels. This notification shall be prompt, but may be informal and should be documented including specific information as to why performance is unsatisfactory and what the employee must do to bring performance up to an acceptable level.
2. If the employee fails to rectify their unsatisfactory performance, The Milford Borough Council retains the right to terminate said employee at will.

## **Problem Assistance**

The Borough recognizes that an employee’s work performance might be affected by problems that are not job related. Such situations may include but are not limited to family problems, emotional problems, legal problems, financial difficulties or the use of alcohol or drugs.

It is not within the Borough’s ability and is not Borough policy to attempt to diagnose or treat any of these problems. Also the existence of such problems cannot be accepted as an excuse for unacceptable work performance, or a reason not to take disciplinary action for misbehavior.

## **Training**

It is the intent of the Borough, so far as possible, to hire employees who are fully qualified to perform the work for which they are hired.

However, recognizing that some jobs may require specialized knowledge or skills that cannot be found among the applicants, and that job requirements change over time so that additional knowledge and skill must be acquired, the Borough shall provide reasonable opportunities for employees to receive training that may be necessary to properly perform their duties.

Employees are responsible for informing their supervisor of any duties they are required to perform for which they feel they do not have sufficient training, or for which they feel additional training would improve their performance.

The Borough shall pay for any training that the Borough determines to be mandatory, and time spent at such training shall be considered work time.

Any training that the Borough determines to be desirable, but not absolutely required, shall be considered for full payment by the Borough, as well as payment for time spent attending training, based on importance of the training to the job, the employee's interest and commitment, and the Borough's ability to pay.

## **Grievances**

It is the intent of the Borough to settle all employee grievances fairly, quickly and at the lowest level possible. This is possible only when all parties to the grievance attempt to understand each other's interests. Persons responsible for answering grievances at each step are expected to know rules and policies and to know their own authority and use it to his/her full extent in answering grievances.

The employee shall present a grievance in writing on forms provided by the Borough as soon as possible after the condition or events giving rise to the grievance are known.

If the employee is not satisfied with the response or if no response is received within one (1) week of the presentation of the grievance, the employee may present the grievance in writing to the Milford Borough Council and request a hearing on the grievance. The Milford Borough Council shall schedule a hearing and deliberation on the grievance no later than the next regular meeting of the Milford Borough Council following the receipt of the grievance and shall present a written response to the employee no later than seven (7) days following the hearing. The Milford Borough Council may exercise the option of holding a grievance hearing earlier than their next regularly scheduled meeting date.

## **Employee Discipline**

All work performed on behalf of the Borough shall be conducted in a harmonious, friendly and efficient manner. All residents and visitors to the Borough Offices are to be treated with courtesy and understanding. Recognizing that conflicts may arise the following procedures are hereby established. This grievance process shall not override the Borough Supervisors authority to take action as stated on page four (4) of this manual.

1. In the event of conflict either between employees or between employees and an outside party, the Milford Borough Council will at the complaining party's request, convene an informal hearing within seven (7) days of such complaint. The Board of Supervisor's decision will be communicated in writing to each party. The decision of the Milford Borough Council is final and may not be appealed.
2. If either as a result of conflict resolution or for any other serious reasons such as carelessness, inefficiency, insubordination, violation of ethical principal, etc., it should become necessary to invoke disciplinary action on an employee, the following steps may be taken by the Milford Borough Council.

- a. A first-time offense will result in an oral warning, with the fact of the warning placed in the employee's personnel file.
  - b. A second offense will result in a written warning, outlining specifics of the offense. A copy of the warning shall be placed in the employee's personnel file.
  - c. A third offense will result in dismissal by the Milford Borough Council.
3. Unless it becomes necessary to separate any employee for an ethics violation, termination will follow two (2) week's notice in writing, clearly stating the cause or causes of such termination. Termination may be effective immediately when, in the opinion of the Milford Borough Council, such termination is in the best interest of the Borough.
  4. A violation of ethics guidelines, if proven by the Milford Borough Council, will result in immediate discharge.
  5. All disciplinary hearings of the Milford Borough Council will be held in executive session.

## Insurance/Retirement Benefits

It is the intention of the Borough to provide plans for health care, life insurance and retirement that allow for reasonable benefits at realistic costs to both the Borough and the employee.

The Milford Borough Council shall determine specific plans and the portion of the costs to be paid by the Borough and by the employee if required. Eligibility shall be determined by the employment status here in after defined. Employees must be employed by the Borough for a period of at least two (2) consecutive months in order to qualify for insurance and retirement benefits, unless otherwise defined.

1. **Disability Insurance** – All regular full-time employees working an average of 40 hours per week are eligible for disability coverage under a plan determined by the Milford Borough Council.
2. **Life Insurance** – All regular full-time employees working an average of 40 hours per week are eligible for term life insurance in an amount to be determined by the Milford Borough Council.
3. **Medical / Dental / Vision Insurance** – All regular full-time employees who work an average of 40 hours each week are eligible for individual or family coverage under a plan determined by the Milford Borough Council.
4. **Workers Compensation** – All employees are covered by a worker's compensation insurance program for injuries sustained on the job. The program shall be administered by an insurance carrier determined by the Milford Borough Council in accordance with the regulations and requirements of the Commonwealth of Pennsylvania.  
The Workers Compensation program shall provide for payment of medical expenses required as a result of work related injuries, and payment of a

percentage of the employee's wages or salary due to absence as a result of such injury.

The Borough may require employees to be treated by a physician from a list determined by the Borough for treatment if any benefits are to be paid through the Worker's Compensation Program. The Borough reserves the right to require such examinations by a physician as may be necessary to determine the employee's ability to return to work. The Borough may require an injured employee to return to work and perform duties of a light or limited nature if the employee is able and such work can be made available.

5. **Retirement Plan** – Milford Borough offers two separate retirement plans. The Non-Uniform Employee Pension Plan and the Police Pension Plan. Refer to the Police or Non-Uniform document for plan benefits.

## Time Off From Work

Employees shall adhere to established work hours and be at their place of duty and available for work as scheduled. Employees shall be granted time off for specific periods and reasons. **Employees must report absences or lateness to work to the Supervisor before the start of the work day, or to request permission to leave early. All time off requests must be submitted on the Time Off Request Form no less than seven days prior to the day off and is subject Supervisor approval. Sick day forms can be submitted upon return to work.**

Part time and temporary employees are not eligible for paid leave of any type.

- The Borough Office will be closed in observance of the following holidays. All full-time employees, following their ninety (90) day probationary period, will be entitled to twelve (12) paid or compensated holidays as listed:

**New Years Day**  
**Martin Luther King Jr. Day**  
**President's Day**  
**Memorial Day**  
**Juneteenth**  
**Independence Day**  
**Labor Day**  
**Columbus Day**  
**Veteran's Day**  
**Thanksgiving Day and the day after**  
**Christmas Eve Day**  
**Christmas Day**

Full-time employees required to work on a designated holiday **as deemed necessary by the Supervisor and Chair of the Streets Department**, shall be compensated for 8 hours



(holiday pay) at their regular rate of pay in addition to the actual time worked on that holiday at their regular rate of pay.

### **Vacation Leave**

The Milford Borough's calendar year runs from January 1<sup>st</sup> to December 31<sup>st</sup>.

Vacation Leave for full-time employees shall be accrued at a rate of:

- After 90 days – 1 week
- After 3 years – 2 weeks
- After 10 years – 3 weeks
- After 20 years – 4 weeks

An employee may carry over not more than (5) five vacation days from one calendar year to the next

Accrued vacation days will be eligible for conversion to cash compensation at a rate of **\$100 per day** and paid to the employee only upon separation of service with the Borough, after deducting any liabilities owed the Borough, provided the employee gives the Borough two weeks' notice before separation.

Other leaves, paid or un-paid, shall be granted upon written request submitted far enough in advance to permit consideration. All compassionate leaves, with or without pay are also subject to prior approval of the Milford Borough Council.

Full time employees are also granted **10** sick days per year. If more than three consecutive sick days are taken, absences from work must be verified by a note from a physician, physician's assistant, hospital, urgent care center, or other medical professional. If those absences from work are not so verified, they will be counted as vacation time.

An employee may carry over up to twenty (20) accumulate sick days from year to year, **but sick days have no cash value upon separation from service.**

## **Personnel Records**

A personnel file shall be established for each employee and maintained in the custody of the Borough Secretary. With reasonable advance request an employee shall be able to examine his/her file.

The following shall be a permanent part of the file:

1. Employee's employment application.
2. Employee notifications regarding hiring, promotion, demotion, suspension, dismissal, or other substantial change in employment or pay status other than general increases.

3. Authorizations of deductions from pay including but not limited to insurance, retirement, and taxes.
4. Letters of commendation and other awards and recognitions.
5. For employees hired after November 7, 1987, verification of employee's citizenship or right to work in the United States (Immigration and Naturalization Service Form I-9).
6. Most recent job description, performance standards and objectives.
7. Routine and emergency information as required, such as current phone numbers, home address, person to contact, physical or medical limitations related to the job.
8. Job-related training, qualifications, or license records.
9. Any other information with significant bearing on the employee's work behavior, qualifications, or fitness for employment.
10. In addition any information the employee considers to be important to their employment, which is not offensive, prejudicial or discriminatory, may be placed in the file at the employee's request.

The following shall not be kept in the employee's personnel file:

1. Racial, Ethnic, religious or political identification or affiliation.
2. Records of any arrests, charges, investigations of wrong doing, or similar actions involving the employee which later result in the employee's acquittal or the charges being dropped.
3. Any listing or record of grievances filed by the employee.
4. Records of pre-employment reference checks.

The personnel file shall be in the custody of the Borough Secretary and except for public information shall be available to the following persons:

1. Office personnel as officially required.
2. Members of the Milford Borough Council as authorized.
3. The individual employee, at reasonable times, or a representative personally designated by the employee.
4. The employee's supervisor.
5. Legal authorities only when required by subpoena, in which case the employee shall be notified of the information provided.

Public information shall include the employee's name, job title, salary and fringe benefits provided.

## **Timekeeping**

All uniformed and non-uniformed employees shall be required to record their time at work by two (2) clocks designated by the Borough.

The Roadmaster and other maintenance and road department employees shall clock in at the beginning of each shift, and clock out at the end of each shift using a time clock at the Borough Maintenance Garage.

All other employees, including but not limited to the Secretary, Treasurer, Sewage Enforcement Officer, Zoning Officer, members of the Police Department, and housekeeping staff, shall clock in at the beginning of each shift, and clock out at the end of each shift, using a time clock at the main Borough building.

No employee shall be paid for time not properly recorded. However, in the event of a mistake by an employee, or where the nature and location of work performed by an employee prohibit strict adherence to this policy, an employee is entitled to be paid for actual time worked if approved by a Supervisor. **Additionally, an employee may submit a written form to the Borough Secretary for approval of payment for time not to be recorded, (e.g. training or other site work), by a time clock.**

## Changes to this Personnel Manual

The Milford Borough Council may make changes to this Personnel Manual from time to time as the requirements and the needs of the Borough change. All changes to this manual will be communicated in writing to the employees.

**ADOPTED WITH CHANGES THIS \*\*\* OF \*\*\*, 2023.**

\_\_\_\_\_  
Joseph Dooley, President

\_\_\_\_\_  
Maria Farrell, Vice President

ATTEST:

\_\_\_\_\_  
Francesca Lombardo, Secretary

<b>Project Name</b>	<b>Estimated Project Cost</b>	<b>Grants Received</b>	<b>Required Match</b>	<b>Other Funding Available</b>	<b>Net cost to Borough</b>	<b>Notes</b>
Ann Street Park-Playground		400,000				
Ann Street Park-Sidewalk						
Stormwater Upgrades		3500000	700,000			
LED Light replacement						
Boro Office						
W Harford? (MEC)						
Catharine Steet rockwall						
E. 3rd Street rockwall						
E. John to Cherry Alley (MEC)						
Sidewalk upgrades:						
Ann St Park to Ballfield						
Broad St to 4th St						
Broad St to 5th St						
Broad St-Harford to Cherry Aly						
Broad St-Harford to Sawkill						